



**REQUEST FOR PROPOSAL;FOR A PANEL OF  
STRUCTURAL ENGINEERS 2026/2028  
[BBS-CREDIT -002-2025.]**

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## 1. INTRODUCTION

- 1.1. BBS Bank Limited (BBS Bank") is a commercial bank licensed under the Banking Act. BBS Bank was awarded a commercial banking license in October 2022 having previously operated as a building society since the 1970s. BBS Bank seeks to provide affordable and attractive financial solutions and investment returns through efficient utilization of resources and teamwork for the benefit of its shareholders, customers and other stakeholders.
- 1.2. BBS Bank operates from the Head Office, Computer Center and a Branch network of 10 branches spread across the country. Three (3) branches are within Gaborone and one each in strategic locations of Lobatse, Serowe, Palapye, Selibe Phikwe, Francistown, Maun, and Kasane.
- 1.3. BBS Bank has and provides an array of commercial banking products and services to the Retail and business market segments
- 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 Suppliers 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 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, 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 honour 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

- 10.1.1.** 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](mailto: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 have the opportunity to 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 timeframes below are indicative and are subject to change.

ITEM	DATE	TIME
RFP distributed	07/11/2025	17:00
Deadline for questions on RFP	14/11/2025	17:00
Responses to RFP questions	21/11/2025	17:00
Deadline for RFP submission	28/11/2025	16:00

**submissions shall be by email**

#### **[EMAIL SUBMISSION]**

RESPONSES TO THE TENDER SHOULD BE SENT TO THE FOLLOWING EMAIL ADDRESS:  
tenders@bbs.co.bw

THE TECHNICAL PROPOSAL AND THE FINANCIAL PROPOSAL MUST BE ON TWO SEPARATE  
EMAILS (where applicable)

THE EMAIL SUBJECT FOR THE RESPONSES MUST BE AS FOLLOWS FOR THE TECHNICAL  
AND FINANCIAL PROPOSALS:

**“TECHNICAL PROPOSAL - TENDER NO ; BBS-CREDIT -002-2025 – FOR A PANEL OF  
STRUCTURAL ENGINEERS 2026/28 ”**

**“FINANCIAL PROPOSAL – TENDER NO : BBS- CREDIT -002-2025 –FOR A PANEL OF  
STRUCTURAL ENGINEERS 2026/28 ”**

**No physical, telephone or faxed submissions shall be accepted**

**Email attachments must not exceed 10MB for each email. If the submission exceeds  
10MB, bidders must split the attachment into smaller sizes of not more than 10MB each  
and submit on separate email. Each email subject must be followed by the inscription  
“Email 1 of X”, X being the number of emails sent. E.g.: “TECHNICAL PROPOSAL – TENDER  
NO. BBS-CREDIT-002-2025 – FOR A PANEL OF STRUCTURAL ENGINEERS 2026/28” - Email 1  
of 3 (If the bidder has sent 3 separate emails for the technical proposal)**

13.2. Any responses not received at the time, date, and location specified in the  
instructions above will be removed from consideration at the sole discretion of  
BBS Bank.

13.3. 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 in relation to the bidder's proposal must  
be included as part of the RFP proposal. Any reference to pre-existing material and  
not included will not be considered and may result in a non-compliant and  
disqualification from the RFP process.

13.4. BBS Bank reserves the right to negotiate any and all aspects of the proposal  
received from the bidder. The bidder is advised that subsequent to 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 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.

- 13.5.** The bidder shall address ALL questions raised in this RFP. Bidders must ensure that they insert responses in the correct sections of their response. Bidders must ensure that their response document is well structured and easy to peruse.
- 13.6.** 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.

#### **14. INDIVIDUAL DISCUSSION**

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

#### **15. PRICING**

- 15.1** The pricing for the services and or goods must be clear and not ambiguous.
- 15.2** BBS Bank will endeavor at all times to provide enough information to enable bidders to provide accurate pricing.
- 15.3** Bidders will not be allowed to make any price adjustments once a proposal has been submitted.
- 15.4** The bidders' pricing must be valid for at least 120 days.
- 15.5** BBS Bank is by law required to deduct withholding tax from the bidders invoice where applicable.
- 15.6** Bidders pricing must not in anyway prohibit BBS Bank from deducting applicable taxes as the laws of Botswana dictate.

#### **16. ASSUMPTIONS**

- 16.1.** 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.



## 17. PRE-QUALIFICATION REQUIREMENTS

**17.1.** The following documents shall be submitted by all bidders. In case of omission to submit any of these documents, 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 with financial institutes, proof of ERB registration. 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** (Omant 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.  
Where shareholders of the bidder are companies, the bidder must submit shareholders information for those entities.
- **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 details of the contractual relationship between the parties. A copy of the agreement will have to be provided.

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



## 18. SCOPE OF SERVICES

### 18.1 Description of Required Services

BBS Bank Limited invites proposals from qualified and experienced Structural Engineering firms for inclusion in a panel of pre-qualified Structural Engineers. The selected firms will provide technical due diligence, structural design verification, and construction supervision support for projects financed by the Bank's clients.

The appointed firms will be engaged on a call-off basis to provide independent structural assessments, construction progress inspections, and technical certifications for projects financed by the Bank.

The purpose of this panel is to ensure that all building loan disbursements, construction monitoring, and risk assessments are informed by objective, professional, and verifiable structural engineering evaluations, consistent with recognized engineering and building standards.

This RFP outlines the scope of work, evaluation criteria, and expected deliverables for the appointment of qualified Structural Engineering firms capable of ensuring structural safety, regulatory compliance, and cost efficiency in line with Botswana Building Regulations and international engineering standards.

#### 2. Objectives of the Panel

- To establish a pool of professional Structural Engineers capable of supporting BBS Bank's risk management framework for construction loans and project finance.
- To enhance quality assurance, safety, and compliance across financed developments.
- To ensure all structural inspections and certifications are completed by professionally registered practitioners in accordance with statutory and ethical standards.

### 18.2 Scope of services

The appointed firms will be expected to perform, but not limited to, the following services:

#### Pre-Construction Services

- Structural design review and certification of drawings, calculations, and materials.
- Site assessments and foundation suitability evaluations.
- Verification of compliance with architectural, geotechnical, and civil inputs.
- Preparation of structural condition assessments for existing buildings or assets proposed for financing.

#### Construction-Phase Services

- Periodic site inspections and progress verification.
- Monitoring structural integrity, workmanship, and adherence to approved design parameters.
- Preparation of inspection and progress certification reports aligned with loan disbursement stages.
- Assessment and approval of proposed variations or design amendments.
- Technical advisory reports on defects, non-conformities, or remedial actions.



#### Post-Construction and Specialized Services

- Final completion and structural compliance certification.
- Failure assessments, defect diagnostics, and remedial engineering recommendations.
- Expert witnesses or forensic engineering support for disputes or insurance claims.

#### Project Types

Engineering services may be required for:

- Residential developments (single and multi-unit)
- Commercial, institutional, and mixed-use facilities
- Industrial buildings, warehouses, and specialized structures
- Civil and structural components such as retaining walls and bridges

#### Panel Duration

The panel will be constituted for a period of two (2) years, subject to annual performance reviews and BBS Bank's discretion to renew or discontinue membership based on performance and operational requirements.

#### Expected Deliverables

- Signed structural inspection and certification reports
- Site visit and progress inspection reports aligned with construction stages
- Design verification and approval documentation.
- Final completion certificates and compliance confirmations
- Technical memoranda or advisory reports as required by the Bank

### **18.3 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.

### **18.4 Company's Experience in similar projects:**

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

### **18.5 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.

### **18.6 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.



## 18.7 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.
- ii) 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.

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.

## 19 SELECTION & EVALUATION CRITERIA

19.3 A two-stage evaluation procedure will be adopted by the Bank to assess the proposals:

### a) Technical Evaluation – 100%

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. Whereas 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 Authorized 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 (where applicable)**

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 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.



## 20 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 than 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.

## 21 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.

## 22 ASSUMPTIONS

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



## 23 ACCEPTANCE OF CONDITIONS OF RESPONSE

Please complete and return with proposal

I, \_\_\_\_\_, an authorized, 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)

## 24 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.

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 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 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)

## 25 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.



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 Authorisations, 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.