

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY



INVITATION TO APPLY

FOR

**INTERNATIONAL MOBILE TELECOMMUNICATIONS SPECTRUM
(IMT) LICENCES FOR THE PROVISION OF MOBILE BROADBAND
WIRELESS ACCESS SERVICES**

REFERENCE NO: BOCRA/2/7/12/2 I

CLOSING DATE: 7th October 2021

**BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY
PRIVATE BAG 00495
GABORONE
PLOT 50671, INDEPENDENCE AVENUE, GABORONE**

**PROCURING ENTITY
BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY**

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APPLICATION NOTICE

REFERENCE NO: BOCRA/2/7/12/2 I

INTERNATIONAL MOBILE TELECOMMUNICATIONS SPECTRUM (IMT) LICENCES FOR THE PROVISION OF MOBILE BROADBAND WIRELESS ACCESS SERVICES

Botswana Communications Regulatory Authority (BOCRA/ the Authority) hereby invites companies to submit applications for International Mobile Telecommunications Spectrum (IMT) Licences. This is for the Provision of Mobile Broadband Wireless Access Services in the Spectrum Bands 450 – 470 MHz, 790 - 862 MHz, 2110-2200 MHz, 3400 – 3600 MHz and 2500-2690 for Broadband Wireless Access. The Invitation to Apply (ITA) can be downloaded from BOCRA website www.bocra.org.bw

Applications and all supporting documents should be submitted not later than **10:00hrs** on **7th October 2021** or such other later date as the Authority may advise in writing, in the **Tender Box** located at the following address:

**Botswana Communications Regulatory Authority
Plot 50671
Independence Avenue
Gaborone**

Applications will be opened at **10:05hrs** on **7th October 2021** at the BOCRA offices. Due to COVID-19 pandemic, bidders and the general public will not be allowed to attend the opening. Tender opening results will be shared with bidders through BOCRA Website.

Applicants shall be required to pay a non-refundable Licence Application Fee of **Twelve Thousand Five Hundred and Forty Pula (P12,540) (VAT Inclusive)** to BOCRA on submission of the application document.

For any further information regarding the Application, contact:
Procurement Office at: procurement@bocra.org.bw

SECTION 1- INVITATION AND INSTRUCTIONS TO APPLICANTS

1. Introduction

- 1.1 Pursuant to Section 45 And 47 of the Communications Regulatory Authority Act 2012, (Act No. 19 Of 2012) read with the Spectrum Management Strategy, 2018 (As Reviewed) and the Spectrum Release Roadmap 2021, BOCRA hereby invites companies to submit applications for use of radio frequency spectrum for IMT in the frequency bands 450 – 470 MHz, 790 – 865 MHz, 2110 – 2200 MHz, and 3400 – 3600 MHz for the provision of broadband wireless services and 2500 – 2690 MHz as detailed in Section 2 of this Invitation to Apply.
- 1.2 The ITA is open to existing licensed operators and potential new operators licensed by BOCRA.

2. The ITA comprises:

- 2.1 Application Notice
- 2.2 Invitation and Instructions to Applicants
- 2.3 Terms of Reference
- 2.4 Draft Licence
- 2.5 Annexures
 - i. Declaration of Secrecy Form (Annexure 1)
 - ii. Form of Application (Annexure 2)
 - iii. Performance Bond/Guarantee (Annexure 3)
 - iv. Curriculum Vitae of Key Personnel Form (Annexure 4)
 - v. Certificate Of Authorised Signatory (Annexure 5)
 - vi. Declaration for Eligibility Form (Annexure 6)
 - vii. Geo Clustering (Annexure 7)

3. Clarifications on the ITA

- 3.1 Clarifications sought on the ITA may be submitted through email at **procurement@bocra.org.bw** and must be received by 3rd **September 2021** or such other later date as the BOCRA may advise.

- 3.2 BOCRA shall produce a Clarification Document/s in response to all questions or requests for clarity received and send it to the prospective applicants not later than **10th September 2021**.
- 3.3 Applicants will not be reimbursed for any expenses incurred in the preparation of their Applications.
- 3.4 BOCRA's members of staff are not permitted to discuss any issues related to this ITA or give any verbal clarifications to any person. All queries are to be addressed using the procedure outlined above. Any effort by a bidder to influence BOCRA members of staff during the process may result in the outright disqualification of the bid.
- 3.5 BOCRA and UASF Board Members are prohibited from bidding for any supplies/services/works contract with the Authority.
- 3.6 Application documents shall not be returned to the Applicants at the end of evaluation.
- 3.7 Faxed or emailed applications shall not be considered.

4. Bid Submission Format

- 4.1 A **One-Envelope System** shall be followed for submission of bids.
- 4.2 The applications shall comprise of the "Technical Proposal" .
- 4.3 The proposal shall comprise of ONE (1) Original hard copy marked Technical Proposal.
- 4.4 The original Technical Proposal should also be submitted in **soft copy (USB)**.

- 4.5 The Technical Proposal and the soft copy shall be enclosed in a sealed envelope/package with no indication of the applicant's name or brand logos outside, bearing only the inscription below:

REFERENCE NO: BOCRA/2/7/12/2 I

ITA FOR INTERNATIONAL MOBILE TELECOMMUNICATIONS SPECTRUM (IMT) LICENCES FOR THE PROVISION OF MOBILE BROADBAND WIRELESS ACCESS SERVICES

- 4.6 The Technical Proposal shall address in detail, the requirements stipulated in the Terms of Reference.
- 4.7 The offer contained in the Application shall remain valid for at least 90 (Ninety) days from the date of submission.

5. Evaluation of Applications

- 5.1 The evaluation process will follow the **Quality Based Selection (QBS)** Evaluation Method and will be carried out in a three-staged process as shown below.

Stage 1: Compliance Check stage: This stage does not accrue any score but rather is used to check whether the Applicants have complied with the necessary requirements; and

Stage 2: The Technical Evaluation: This stage shall consider conformity of the Technical Requirements to the Scope of Works, Terms of Reference or Specifications. This stage takes a total of 90 points.

Stage 3 Citizen Ownership : This stage will consider the level of citizen shareholding in the bidding entity. The stage takes 10 points.

5.2 All bidders are required to comply with the following submission format which shall be considered during the tender opening:

Table 1: Bid Opening

No.	Description	Yes	No.
1.	A sealed package with no indication of the bidder's name or brand identity (logos, slogans, colours)		
2.	One (1) Original hard copy marked Technical Proposal.		
3.	Scanned soft copy (USB) of Original Technical Proposal.		

Failure to comply with the above shall attract immediate disqualification.

5.3 Stage 1: Compliance Check

At this stage the Applications will be checked for compliance with the stipulated compliance checklist. The check list shown at Table 1 below will be used for evaluation at Stage 1. Applications that pass this stage will proceed to Stage 2 of the evaluation.

Table 1: Compliance Checklist for the Proposal

	Description	Yes	No.
1.	Copy of valid Tax Clearance Certificate or exemption thereof issued by Botswana Unified Revenue Services (BURS), Registration will be verified online. Alternatively, bidders must submit Certificate Number and Tax Identification Number (TIN) for verification online.		
2.	Registration with CIPA. CIPA registration will be verified online. Applicants who do not have CIPA Certificate of Incorporation shall provide a letter confirming the same.		
3.	Proof of Payment (POP) <ul style="list-style-type: none"> • Application fee • Deposit fee equivalent to the price of spectrum band applied for. 		
4.	Certified Proof of nationality of Directors, Shareholders and Team Members (certified copy of Omang or Passport)		
5.	Certificate of Authorised Signatory		
6.	Declaration Form for Eligibility		
7.	Proof of application for Network Facility Licence		

5.4 Any Applicant who does not comply with the above compliance check list shall be disqualified immediately and shall not be considered in the further stages of evaluation or award.

5.5 In cases where an Applicant fails to submit the documents listed below, it will be requested to submit during application evaluation within 2-5 days of notification. Applicants will be notified through telephone or sms or email and then by fax or letter. Non-responsiveness by an Applicant shall result in immediate disqualification.

- i. Copy of valid Tax Clearance Certificate/Certificate Number and Tax Identification Number (TIN) or Exemption thereof issued by BURS,
- ii. Copy of Certificate of Incorporation or CIPA Registration Name (if applicable).
- iii. Certified Proof of nationality of Directors, Shareholders and Team Members (certified copy of Omang or Passport)

- iv. Certificate of Authorised Signatory
- v. Declaration Form for Eligibility

Stage 2: Technical Evaluation

5.6 This stage shall consider the conformity of the Technical Proposal to the Terms of Reference. The criteria for evaluation shall be as shown in Table 2 below. As outlined in the spectrum licensing process, all applications will be evaluated in order to ascertain if there is a business case for the required spectrum.

Table 2: Scores for the Technical Evaluation

	EVALUATION CRITERIA	MAXIMUM POINTS	
		<u>National</u>	<u>Regional</u>
<u>1</u>	Proposed Project Team	<u>5</u>	<u>5</u>
1.1	Applicant shall use the CV of Key Personnel Form enclosed in the ITA to present detailed relevant experience and qualifications for the proposed project team including the Project Manager.	5	5
<u>2</u>	Technical / Spectral Efficiency Factors:	30	30
<u>2.1</u>	Bandwidth efficiency (expressed in erlangs/MHz/Km ² or (Mbits/s)/MHz/Km ²) define as the amount of information contained in a finite spectrum. (Information in Section 2 Table 6 item 3 and any other should be able to support this criteria)	25	30
<u>2.2</u>	Re -use factor (re-use of factor 1 is the highest. For LTE technologies).	5	-
<u>3</u>	Functional efficiency	30	30

<u>3.1</u>	The rate at which the operator will meet Coverage and speed. Must include coverage maps Proposed annual coverage, rollout indicating the exact areas and locations to be covered. (Information in Section 2 Table 6 Item 9 and Table 9 & 10 and any other information should support this criteria).	30	30
4	Economic efficiency	<u>25</u>	<u>25</u>
<u>4.1</u>	Defines the monetary gain in terms of revenue, profit and value which the licensee derives from the portion of the spectrum. Should be supported by but not limited to items in table 5, item 1 in table 3 and Table 6 items 1,2 and 3).	25	25
	<u>TOTAL</u>	<u>90</u>	<u>90</u>

Applicants who score at least 63 (70% of Technical score) will proceed to the next stage.

5.7 Regional Licenses

Regional licenses will be evaluated per region and per spectrum band. Applicants who apply for more than one regional license and spectrum band must address the technical requirements in the TOR's per region and spectrum band.

5.8 National Licenses

National licenses will be evaluated per spectrum band applied for. Applicants who apply for more than one spectrum band must address the technical requirements in the TOR's per spectrum band.

Stage 3 Citizen Ownership

5.9 Each Applicant must clearly indicate the nationality of its Shareholders and Directors in the forms provided. In addition, the Applicant must enclose the certified proof of citizenship for its Shareholders and Directors; Omang or passport.

A maximum of ten (10) points will be awarded to each Applicant based on the level of citizen shareholding in the applying entity. The points shall be awarded in the following manner;

- 0% citizen shareholding = 0 points
- >0 – 50% citizen shareholding = 1- 4 points
- >50% - 75% citizen shareholding = 5 - 7 points
- >75% - 100% citizen shareholding = 8 - 10 points

5 Licence Award

- 5.1 The award of the licence will be made to the Applicant whose offer has been determined to be the most advantageous to Botswana and who meets the appropriate standards set out in the evaluation criteria supported by items in Tables 3,4,5 and 6.
- 5.2 BOCRA shall not be obliged to award the licence to highest scoring applicant and reserves the right not to award the licenses at all, or to award it in whole or in part, at its total discretion.
- 5.3 Application documents shall form part of the contract.
- 5.4 The successful Applicant will be issued with a Spectrum Licence (Section 3). The Application as submitted shall form part of the licence.

6 Communication of Evaluation and Award Outcomes.

- 6.1 Following the completion of the evaluation and award processes, applicants will be notified in writing as to whether they have been successful or not.
- 6.2 Any applicant who wishes to ascertain the grounds for not being successful should formally request for detailed feedback from the

Authority. Following such a request, the BOCRA shall promptly provide feedback, either in writing and/or through a debriefing meeting. The requesting applicant shall bear all costs of attending the debriefing meeting.

7 Cooling off period

- 7.1 Following communication of award outcomes, BOCRA shall allow a period of fourteen (14) calendar days after announcing the award of the licence for submission of complaints from any concerned registered applicant.

Secretary of the Tender Committee

End of Section 1 – Invitation & Instructions to Applicants

SECTION 2 -TERMS OF REFERENCE

**SPECTRUM LICENCES IN THE FREQUENCY BAND 450, 800, 2100,
2600 AND 3500 MHz**

BY

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

1 Background

- 1.1 BOCRA is responsible for, among other things, the efficient management of the radio frequency spectrum. In pursuit of this function, BOCRA has developed a Radio Spectrum Management Strategy for Botswana which covers, *inter-alia*, principles on how to license various frequency bands.
- 1.2 The demand for broadband connectivity has increased as people embrace online services to do their business. The current networks, particularly mobile, continue to experience congestion as demand increases and BOCRA desires to license additional IMT and Fixed Service spectrum to alleviate this congestion and increase good customer service and experience.
- 1.3 With the release of this spectrum, BOCRA further desires to create a conducive environment for the roll out of Intelligent or Smart Technologies such as IoT, Smart Cities, connected utilities with a view to move Botswana to a fully digital economy.
- 1.4 Based on the aforementioned Strategy, the Authority is desirous of assigning radio frequency spectrum in the 450, 800, 2100, 2600 and 3500 MHz bands for national and regional licences using a competitive process. This document therefore provides information for those interested in applying for the use of above band to offer broadband services.

2 Scope of Licences Offered

- 2.1 This Application offers licence packages for IMT and Fixed Service for National/Regional capacity and coverage. The detailed scope of licences offered is as set out in Section hereunder.
- 2.2 National Licenses refer to licenses that enables the holder the rights to use the assigned spectrum in the entire territory of Botswana.
- 2.3 Regional Licenses refer to licenses that enables the holder of the license to use spectrum in specific area/s (town or village). The license can be issued for areas within the same geocluster (Annexure 7) or areas from different geo clusters.
- 2.4 For Regional licenses, coverage area will include all the places within 30 km of town/area. For example, a Regional License for Gaborone

includes Tlokweng, Mogoditshane, Metsibotlhabe etc, while Francistown includes Tati Town, Matsheblagabedi etc.

- 2.5 The Regional License will also include a special category (Regional License (Special) which will be granted to operators for service specific application in line with smart digitalisation of Botswana. The services offered under this Special license will not necessarily be targeted for general public.
- 2.6 The evaluation of Applications will be based on the items under Tables 3 supported by elements in Tables 4, 5, 6, 9 and 10

Table 3 – Description of Service

Item	Information Required
1	Description of Service to be provided.
2	Proposed annual coverage, rollout indicating the exact areas and locations to be covered.

Table 4 – Network Construction

Item	Information Required
1	Experience of planning and project management capabilities required for construction of the network of the project team.
2	Plans to acquire resources such as access to sites, other property, personnel and capital.

Table 5 – Business Plan

Item	Information Required
1	Business plan with financial forecasts for a minimum period of three years.
2	A market analysis of the services to be offered through radio frequency spectrum license applied for including forecast demand.
3	Description of products and services to be offered through the radio frequency spectrum applied for.
4	Description of pricing strategy for products and services to be offered through the radio frequency license applied for.

Table 6 – Technical Information

Item	Information Required
1	Full information of the technology to be implemented.
2	Details of Network development and expansion based on capacity demand and coverage requirements
3	<p>Details of radio planning including:</p> <p>3.1 Site names – Name of place equipment is to be located</p> <p>3.2 Site code – Code to be assigned to place</p> <p>3.3 Site coordinates – Geographic coordinates to locate places on maps in degrees, minutes and seconds (ddmmss).</p> <p>3.4 Frequency Band (MHz)</p> <p>3.5 Bandwidth (MHz) – Amount of frequency occupied by the transmitter.</p> <p>3.6 Modulation scheme</p> <p>3.7 Bit rate (Mbits/s)</p> <p>3.8 Antenna site</p> <p>3.9 Antenna type</p> <p>3.10 Antenna diameter</p> <p>3.11 Antenna gain (dB)</p> <p>3.12 Antenna polarisation</p> <p>3.13 Transmit power (dBmW/m)</p> <p>3.14 Receiver sensitivity threshold (dBmW)</p> <p>3.15 Type of Service – Data, Voice, telemetry etc.</p> <p>3.16 Area and direction of operation - Geographical coverage area of service.</p>
4	Adherence to EMC specifications
5	Theoretical traffic volume forecast and alternative routing and redundancy requirements.
6	Numbering plan for the service, where applicable
7	Network management, fault detection, service and maintenance mechanisms
8	Equipment specifications
9	<p>Efficiency Factors:</p> <p>9.1 Spectral efficiency:</p> <p>a) bandwidth efficiency expressed in (Mbits/s)/MHz/km²</p> <p>b) Spectrum re-use factor</p>

	<p>9.2 Functional efficiency – meeting the coverage and speed obligations</p> <p>9.3 Economic Efficiency – monetary in terms of revenue, profit and value which the licensee derives from the portion of spectrum</p>
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7.2 Technical / Spectral Efficiency

- i. Technical / Spectral efficiency is defined in terms of maximum volume of traffic (voice/data) within a given spectrum resource in erlangs/MHz/ Km² or (Mbits/s)/MHz/Km² for voice and data respectively. Technical efficiency indicators include bandwidth efficiency and re-use factor.
- ii. Re-use dictates the extent to which the spectrum can be simultaneously used at multiple locations.

7.3 Functional Efficiency

- i. The functional efficiency of the spectrum is defined in terms of the extent to which the use of spectrum meets the user's needs. This includes the needs such as coverage. This should be submitted as a roll out plan in the format provided in Section 2 Table 11. More marks will be awarded to Applicants who's roll out plans cover more areas especially rural areas as defined by Geo Clusters.
- ii. Service is however expected to commence within 12 months of licensing and the Authority will not consider applications with over 12 months commencement.

7.4 Economic Efficiency

The economic efficiency defines the monetary gain measured with positive Net Present Value (NPV) in terms of revenue, profit and value which the licensee derives from the portion of the spectrum.

The applicant should clearly show how the NPV has been derived per spectrum band.

3 Eligibility & Usage Restrictions

- 3.1 The available radio frequency spectrum will be assigned to Network Facilities Providers' Licensees (NFP).

- 3.1.1 New operators should submit an application for NFP license before the submission of this spectrum application.
- 3.1.2 New operators will be required to have the possess an NFP licence within 1 month after they have been offered the spectrum. Failure to do so will result in immediate loss of the awarded spectrum.
- 3.2 The 450 MHz band will be granted to special Regional License only
- 3.3 For 2100 MHz, preference will be given to applicants who do not have any assignment in the same band.
- 3.4 Holders of 2600 MHz FDD and TDD spectrum are not eligible to apply for the TDD portion.
- 3.5 Preference for Regional License in the 3500 will be given to applicant who do not have an existing National spectrum license.
- 3.6 For 3500 MHz, preference will be given to applicants who do not have any assignment in the same band
- 3.7 Licence packages are as per table 7.
- 3.8 The licences will be technology neutral.

4 Application fee

- 4.1 Applicants would be required to pay a non-refundable fee of P12,540 (VAT Inclusive) as part of application processing fee.

5 Deposit

- 5.1 Applicants are required to pay deposits equivalent to the annual radio licence fee for the spectrum they apply for. The amount shall include VAT which shall be paid by the Applicant.
- 5.2 The fees are as per table 7.

5.3

Table 7: Fees and Licence Packages

Band	Channelisation	Available Range	Bandwidth Available	Arrangement	Type	Total No. Packages	Per/MHz	Price/Package (VAT Excl)
450	D12	450.0-455.0/460.0-465.0	5	FDD (2x5)	Region (Special)	1	8,896.14	88,961.40
800	A3	791-821/832-862	30	FDD (2x10)	National	3	43,458.80	P869,176.00
2100	B1	2110 -2125 / 1920 - 1935	15	FDD (2x5)	National	3	39,982.10	P399,821.00
				FDD (2x15)		1	39,982.10	P1,199,463.00
2600	C3	2 570-2 620	30	TDD (30)	Regional	1	2,999.66	P89,989.80
				TDD (15)		2	2,999.66	P44,994.90
3500	F3	3400 – 3470, 3500 – 3540, 3570 - 3600	140	TDD (50)	National	2	11,407.90	P570,395.00
				TDD (40)	Regional	1	2,224.03	P88,961.20

- 5.4 The deposit shall be recognised as payment of the annual radio licence fees for the first year of the licence for successful Applicant(s). Unsuccessful Applicants will be refunded deposits made.

6 Annual Radio Licence Fee

- 6.1 The successful Applicant(s) will be required to pay an annual radio licence fee calculated from the date of award. The amount shall include VAT which shall be paid by the Applicant.

7 Methods of Payment

- 7.1 Payment must be made in the form of bank transfer or deposit into the following bank account:

Bank Name:	First National Bank Botswana Ltd
Branch Name:	Mall
Branch Code:	28-28-67
Account Name:	Botswana Communications Regulatory Authority
Bank Account No:	62011115088
Swift Code:	FIRNBWGX
Reference:	BOCRA2300

8 Licence Duration

- 8.1 Successful Applicants will be issued with non-tradable spectrum licences for a period of 15 (fifteen) years. In any given situation, the spectrum licence validity will be conditional upon the subsistence of a valid NFP licence issued under the Act.

9 BOCRA Rights & Reservations

- 9.1 This ITA is not intended to form any part of the basis of any investment decision.
- 9.2 Any interested party must make its own independent decision to participate in the processes described herein and any liability arising in respect of this ITA or omission from the ITA or other communication arising from this ITA is expressly disclaimed.
- 9.3 The BOCRA reserves the right to offer the available radio spectrum to any of the Applicants who, in the opinion of the BOCRA, satisfy the specified requirements of the Authority and are in the best interests of Botswana.

10 Spectrum Packages

- 10.1 Spectrum packages are as per Table 7 .

11 Spectrum Masks/Emission Masks and Interference Resolution

- 11.1 There are no guard bands between the various frequency bands. Operators are encouraged to coordinate among themselves to resolve adjacent and co-channel interference issues. Compliance with Emission Masks will be enforced only if the interference issues cannot be resolved through coordination among the concerned operators.

12 Coverage and Capacity obligations

- 12.1 Coverage and Capacity obligations shall be as per Table 9 and 10.

Table 9: Coverage and Capacity obligations (Existing operators)

Spectrum Band (MHz)	Parameter	Areas to be Covered		
		Within 1 year	Within 2 years	Within 3 years
450	Coverage	Special Use	-	-
	Throughput (MB/s)	As per Service Requirement	-	-
800	Coverage	Cluster 6	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 4
	Throughput (MB/s)	30	30	30
2100	Coverage	Cluster 6	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 4
	Throughput (MB/s)	20	20	20
3500	Coverage	Cluster 6	Cluster 5	
	Throughput (MB/s)	30	30	

Table 10: Coverage and Capacity obligations (New operators)

Spectrum Band (MHz)	Parameter	Time Period		
		Within 1 year	Within 2 years	Within 3 years
450	Coverage	Special Zone	-	-
	Throughput (MB/s)	As per Service Requirement	-	-
800	Coverage	Cluster 6	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 4
	Throughput (MB/s)	30	30	30
2100	Coverage	Cluster 6	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 4
	Throughput (MB/s)	20	20	20
2600	Coverage	Cluster 6	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 4
	Throughput (MB/s)	20	20	20
3500	Coverage	Cluster 6	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 4
	Throughput (MB/s)	30	30	30

12.2 The Applicants are required to indicate their time frames and minimum capacity as per Table 11 (Submission Format)

Table 11: Roll out Coverage and capacity Submission format

Area/Town/Village	Site name	Capacity (Mbps)	Completed by
Molepolole	Site 1	30	2022 Qn
	Site 2	30	2022 Qn
	Site n
...	
..	

Where Qn represents a quarter of the year and “n”=1,2,3 or 4

- 12.3 The proposed coverage and capacity in the Application will form part of the license conditions for the operator.
- 12.4 More marks will be awarded for coverage especially in the rural areas under functional efficiency criteria.
- 12.5 Where an operator is applying for additional spectrum.
- 12.5.1 which is in the same band as the existing spectrum holding
- 12.5.2 and has already met the coverage obligations on the existing spectrum,
- the obligations will only be based on throughput.
- 12.6 All the **Regional Licenses** will be expected to cover the awarded regions with associated throughput within the first year of licensing.
- 12.7 A Regional License Coverage Area is 30km radius measured from the centre of the village/town. For all Towns/Villages within 30km of each other, the regional license will be awarded in reference to the mostly populated town/village.
- 12.8 Regional License (Special)
- Operators will be required to identify a zone/area/region where special use case can be created. The special use can cover any sector which will move the country towards full digitalisation. The special use case may be in any sector such as Mining, Tourism, Agriculture, Energy, Industrial etc and .cover any smart technology roll out. The operator may partner with other service providers in other sectors for implementation of special use case.

- 12.9 The services offered as specified in Table 9 and 10 and shall cover at least 85% of the population within the Coverage Area. The initial assessment for this ITA will be based on the coverage prediction maps and subsequent assessment (after license award) will be based on BOCRA monitoring exercises which will include drive testing in a sample of locations across different coverage areas using reference RSSI or RSRP levels.
- 12.10 The initial assessment of Capacity for this ITA will be based on the planned Capacity as submitted by applicants and subsequent assessment (after license award) will be based on BOCRA monitoring exercises which will include drive testing in a sample of locations across different coverage areas using speed test applications.
- 12.11 A performance bond/guarantee equivalent to 5% (for existing operators) and 25% (for new operators) of peak funding will be required to cover the roll-out and capacity obligations.
- 12.12 At the end of each year following the issuance of licence, BOCRA will assess the compliance to Roll out obligations. Where there is no justification for delay in fulfilment of Roll Out obligations, BOCRA will deduct, as a penalty an amount equivalent to 1% of the Performance Bond for existing Operators and 5% for new Operators.
- 12.13 The same penalty shall be applied every 6 months until compliance to Roll Out obligations is attained. Failure to attain Compliance after three years of penalty imposition will result in BOCRA applying a principle of Use-it-Lose-it.
- 12.14 Subject to the Authority's prior written approval, the quantum of the Performance Bond may be reduced on a proportional basis from time to time as and when the Authority is satisfied that the Licensee has discharged the obligations to be covered by its peak funding requirements, including without limitation, achievement of the infrastructure roll-out and the related coverage and capacity commitments contained in the Licence.
- 12.15 The format of the performance bond shall be as shown in Annexure 3.

12.16 The Annexure 7 below summaries the minimum areas to be covered with associated timelines for national licenses.

13 BUSINESS PLAN REQUIREMENTS

Applicants are required to submit a business plan as per table 5 above.

13.1 Financial Capacity

BOCRA will require the Applicant to demonstrate that they have the financial capacity to implement the project according to the evaluation criteria and information in tables 3, 4, 5 and 6. In this regard, the Applicant is required to lodge together with the applications proof of financial liquidity to meet the roll out obligations.

13.2 Technical Experience and Capability

The Applicants are required to demonstrate that they have a team with technical experience and capability to implement the project. The statement of technical experience and capability should be detailed enough for the BOCRA to evaluate the Application and to assess whether sufficient support can be deemed to be available.

13.3 Network Configuration & Coverage Predictions

The network configurations are required to show how the required spectrum is going to be utilised and the Applicant needs to demonstrate that the required spectrum will be efficiently utilised. The data rate capacity of the proposed network needs to be provided. In addition, Applicants are required to provide the network coverage predictions to demonstrate that their network will cover the proposed areas. Please refer to Table 6 of this ITA.

13.4 Service Offering/Innovations/Pricing

Applicants should show the services to be offered to consumers and the pricing of such services as per table 3.

13.5 Financial Projections

Minimum 3 years financial projections - cash flow and income statements as per table 4.

13.6 Correspondence

Each Applicant shall give an address in Botswana, facsimile number, and email to which official correspondence is to be addressed.

13.7 Annexures to Business Plan

Mandatory annexures include:

- Roll out and capacity plans
- Coverage prediction maps
- Copy of Performance Bond

SECTION 3 - CONDITIONS OF LICENCE (DRAFT LICENCE)

FOR LICENCING OF IMT or FIXED SERVICES SPECTRUM IN THE FREQUENCY BANDS 450 MHz / 800 MHz / 2100 MHz / 2600 MHz / 3500MHz IN THE REPUBLIC OF BOTSWANA BY BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY



RADIO SPECTRUM LICENCE

GRANTED BY

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

TO

**UNDER SECTION 45 OF THE
COMMUNICATIONS REGULATORY ACT NO. 19 OF 2012**

Dated:2021

BOTSWANA

**COMMUNICATIONS REGULATORY
AUTHORITY**

**NOTICE OF GRANT OF RADIO SPECTRUM LICENCE UNDER
SECTION 45 OF THE COMMUNICATIONS REGULATORY ACT**

Licence No.

Licensee
(the Licensee)

is hereby licensed under Section 45 of the COMMUNICATIONS REGULATORY ACT (hereinafter referred to as the Act) to:

(a) Use Radio frequency spectrum as specified in **Schedule 1** to **Annexure 1**;

in Botswana, with the Licensee's registered offices situated at, Botswana for a period of 15 (Fifteen) years subject to the terms and conditions which more fully appear in **Annexure 1** attached hereto.

ADDITIONAL CONDITIONS

- I. The Licence shall only be valid provided the Licensee has a valid Network Facility Providers' Licence (NFP).
- II. The Licensee shall at all times display this Licence Notice in a conspicuous place at the Licensee's registered offices.

**Given under my hand and seal in GABORONE thisday of
..... 2021**

ANNEXURE 1(LICENCE)

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

RADIO SPECTRUM LICENCE:

TERMS AND CONDITIONS

Imposed on the Licensee under Section 45 of the COMMUNICATIONS REGULATORY ACT hereinafter referred to as the Act.

Part 1: Definitions

1. Interpretation

- 3.1 All words and expressions used in this Licence which are defined in the Act shall have the same meanings as are ascribed to them under the Act, and as generally defined by the International Telecommunication Union.
- 3.2 For the purposes of this Licence, and unless the context otherwise requires:
 - 3.2.1 “**Act**” means the COMMUNICATIONS REGULATORY ACT;
 - 3.2.2 “**Assigned Frequency**” means the centre of the frequency band assigned to a station;

- 3.2.3 “**Assignment**” means authorisation given by the Authority for a radio station to use a radio frequency or radio frequency channel under specified conditions;
- 3.2.4 “**BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY**” means a body corporate established under Section 3 of the Act (hereinafter referred to as the BOCRA or the Authority);
- 3.2.5 “**Cellular Frequency Bands**” means radio-frequency spectrum allocated in the National Radio Frequency Plan for Mobile Cellular systems;
- 3.2.6 “**Clause**” means a clause of this Licence as contained in this Annexure;
- 3.2.7 “**Electromagnetic Compatibility**” (EMC) means the prevailing condition under which a telecommunications equipment is capable of operating under its specified performance range in a common electromagnetic environment without causing or suffering unacceptable degradation in performance due to unintentional electromagnetic radiation to or from other equipment within the same environment;
- 3.2.8 “**Emission**” means radiation produced, or the production of radiation by a radio transmitting station;
- 3.2.9 “**Essential Facility**” means any circuit, switch, tower, site, duct or other facility owned or operated by the Licensee Which Other Operator wishes to use and for which there is no feasible technical or economic substitute or other satisfactory environmental solution;
- 1.2.10 “**ETSI**” means European Telecommunications Standards Institute
- 1.2.11 “**Fixed Wireless Access (FWA)**” means a two-way point to multi-point service offered to several end-users of fixed telecommunications services over radio-based telecommunications network that is capable of offering or providing data transmission suitable for broadband Internet access;

- 1.2.12 "**Force Majeure**" means any supervening law or regulation in Botswana, act of God, accident, natural phenomenon, fire, explosion, or incident involving exposure or potential exposure to toxic or radioactive materials disaster, act of war or insurrection or other event which is beyond the control of the Licensee and is not attributable to any fault on the part of the Licensee;
- 1.2.13 "**Interference**" means any form of unwanted radiation, whether intentional or non-intentional, that causes a degradation of or tolerable disturbance to a radio communication service to the extent that it does not cause a partial or total loss of service;
- 1.2.14 "**ITU**" means the International Telecommunication Union;
- 1.2.15 "**Licence**" means this Licence, including the Licence Notice and all the terms and conditions included in this Annexure and as may be amended from time to time;
- 1.2.16 "**Licence Date**" means the date of issue of this Licence;
- 1.2.17 "**Licence Notice**" means the formal notice of Licence issued to the Licensee to which these Conditions are attached;
- 1.2.18 "**Licence Period**" means the Licence validity period prescribed in this Annexure;
- 1.2.19 "**Licensed Service**" means telecommunications service of any description which the BOCRA has authorised the Licensee to provide in accordance with Clause 2 of this Licence.
- 1.2.20 "**Licensed System**" means any public telecommunications system of any description (including a satellite uplink) which the BOCRA has authorised the Licensee to operate in accordance with Clause 2.
- 1.2.21 "**Other Operator**" means any other person licensed to operate a telecommunications system and provide service which is available for use by the public in terms of the Act, and includes a Public Telecommunications provider and a Value Added Network Services provider;

- 1.2.22 **“Publicly Available Telephony Service”** (PATS) means a service, whether delivered over a wired or a Mobile Cellular System or both, made available to the public for originating and receiving, at telecommunications apparatus attached to Network Termination Points, national and international calls and access to emergency services through a Number, which service shall include the provision of Operator assistance, directory enquiry facilities and directories, the provision of specific facilities for end-users with a disability or with special social needs, and may include other forms of communications such as facsimile, data and the provision of non-geographic services;
- 1.2.23 **“Pula”** means the unit of monetary currency of Botswana generally designated in the abbreviated form "P";
- 1.2.24 **“Radiation”** means the outward flow of energy from any source in the form of radio waves;
- 1.2.25 **“Radio Spectrum Licence”** means a Licence issued by the BOCRA to the Licensee under which the Licensee is assigned and authorised to use particular bands of radio frequency spectrum under Section 45 of the Act;
- 1.2.26 **“Radio Station”** means one or more transmitters or receivers or a combination of transmitters and receivers, including the accessory equipment, necessary at one location for carrying on a radio communication service, or the radio astronomy service;
- 1.2.27 **“Regulations”** means Regulations issued by the Minister under Section 94 of the Act;
- 1.2.28 **“Service Provider”** means any person appointed by the Licensee to sell or resell Licensed Services to Users;
- 1.2.29 **“Signal”** means any signs, sounds, text, images, information or data of any kind sent, or to be sent, for conveyance by means of a telecommunication system;

- 1.2.30 **“Spectrum trading”** means the transfer of spectrum usage rights from one entity to another for a consideration (i.e., reward, return, cash or otherwise);
- 1.2.31 **“Spurious Emission”** means the emission on a frequency or frequencies which are outside necessary bandwidth and the level of which may be reduced without affecting the corresponding transmission of information. Spurious emissions include harmonic emissions, parasite emissions, inter-modulation products and frequency conversion products, but exclude out-of-band emissions;
- 1.2.32 **“Stakeholder”** means any party which in the opinion of the BOCRA has an interest in the matter
- 1.2.33 **“Subsidiary or Associated Companies”** shall have the meanings assigned to them under the Companies Act 2003 [CAP. 42:01];
- 1.2.34 **“Terminal Equipment”** means the user equipment;
- 1.2.35 **“Third Party Organisation”** means any organisation to which this Licence has not been issued which is carrying on or intends to carry on telecommunications undertaking;
- 1.2.36 **“Underserved Regions”** means the geographical regions or any other areas of Botswana determined as underserved or unserved by the Government of Botswana or the management in charge of the Universal Service Fund as the case may be;
- 1.2.37 **“User”** means a person who uses any Licensed Service provided by the Licensee whether or not he has entered into an agreement with the Licensee, or any Service Provider of the Licensee, for the provision of any of the Licensed Services;
- 1.2.38 **“Network Facility Provider Licence (NFP)”** means network Licence issued to any person by the BOCRA in the form of this Licence. Use consistently

Part 2: Authorisation, Geographic Coverage, Licence Period and Fees

2 Authorisation

- 2.1 The Licensee shall be entitled to use radio frequency spectrum as specified in **Schedule 1** of this Annexure to provide licensed services as defined in of the Network Facility Licence.
- 2.2 If the Licensee had no such authorisation, or wishes, at any time during the Licence Period, to establish or operate any further telecommunications system, or to provide any further telecommunications service, within the scope of this Licence, the Licensee must first obtain the prior written approval of the BOCRA, which shall be given only if the Authority is reasonably satisfied that the Licensee has the technical, financial, and human resources needed to provide that service.

3 Geographical and Capacity Coverage

- 3.1 The geographical area of operation of the Licensee shall be as specified in **Schedule 2** (Two) of this annexure.
- 3.2 The licensee shall construct the network to achieve at least the Mandatory Coverage Area as set out in Schedule 2. The roll out plan shall also be given as specified in Schedule 2 from date of issue of the Licence.
- 3.3 The services for each base station in the Roll Out plan shall be available as specified in Schedule 2 and shall cover at least 85% of the targeted population within Mandatory Coverage Area for coverage spectrum and at least 30Mbps for capacity spectrum.
- 3.4 In the event that the Licensee fails to achieve the Mandatory roll-out and capacity obligations or any components thereof, the Licensee shall be liable to penalties as prescribed in this licence and may lose the right to use the allocated spectrum.

4 Licence Period

- 4.1 The Licence shall be valid for a period of **15 (Fifteen) years**, from the Licence Date, unless replaced or revoked by the Authority.
- 4.2 This Licence shall expire and all operating authorisation under it shall terminate:
 - 4.2.1 Upon the expiration of the Licence Period, unless renewed.
 - 4.2.2 By Mutual Agreement between the Authority and the Licensee.
 - 4.2.3 Upon the expiry, withdrawal or revocation of the NFP Licence.
- 4.3 This Licence may be renewed upon expiry of the Licence Period, provided that the Licensee shall apply for such renewal no more than twelve **(12) months** before the expiry date.
- 4.4 In all cases of renewal, the Authority shall have the right to refuse renewal in the event the Licensee among other things refuses, fails or neglects to pay any fees specified or to be determined by the Authority or if it would not be in the best interests of Botswana as may be determined by the Authority.

5 Fees

- 5.1 On award of the Licence, the Licensee shall pay an annual radio spectrum Licence fee calculated by the Authority. The annual radio Licence fees shall be subject to review in accordance with any radio Licence fee structures which the Authority may introduce from time to time: -
- 5.2 The annual fees due under this Licence shall be paid on the Licence Date and thereafter payable on 1 April of each year.
- 5.3 The Licensee shall not have the right or option to set off or counter claim in any case or instance relating to fees prescribed under this Annexure or the applicable Network Facility Provider's Licence.
- 5.4 The fees paid in terms of this Licence shall attract Value Added Tax (VAT), which shall be paid by the Licensee.

5.5 All fees paid in terms of this Licence are non-refundable.

5.6 The radio Licence fees covers only the radio equipment operating on the assigned frequency band. No radio Licence fees will be charged for the subscriber terminals which are part of the licensed network.

Part 3: Reporting

6 Records and Reporting

6.1 The Licensee shall maintain current records as required by the applicable regulatory framework, including but not limited to:

6.1.1 The equipment specifications of all stations and other radio communications equipment operating under the Radio Spectrum Licence;

6.1.2 The coverage area and coordinates of the network of each emitting Station;

6.1.3 The effective radiated power of any emitting Station and its location and height;

6.1.4 The measures taken to ensure that each emitting station is not a source of harmful radiation to the public, and the Licensee's employees and contractors;

6.2 The Licensee shall send updated copy of such records to the Authority on a quarterly basis for every year during which the Licence is in force.

6.3 The licensee shall provide the Authority with the following details for all the radio base stations upon commissioning which includes elements in table 6. E.g.:

- Geographical coordinates;
- Transmit power;
- Antenna Height;
- Type of Antenna;
- Antenna gain;

- Type of Equipment

6.4 The Licensee shall provide the BOCRA, within 14 days of written request or any longer period allowed in writing by the BOCRA, with any documents, accounts, returns, estimates, reports or other information specified by the BOCRA in order to enable the BOCRA to exercise its functions and powers under the Act or to enable the BOCRA to monitor and enforce compliance with the Licence, Regulations and guidelines issued under the Act.

Part 4: Co-ordination and Standards

7 International Boundaries Co-ordination

7.1 All licensees of radio communication services, whose operating region is near or adjacent to the Botswana's international border, must ensure that radio signals from its equipment are contained within the geographical areas of the country. Where co-ordination is required with neighbouring countries, the licensee must make a written application for such co-ordination to the Authority.

8.0 Channel Co-ordination

8.1 Licensees are required to adhere to the ITU technical specifications on emission and to co-ordinate with Operators in the adjacent and co-channel frequency slots to control their out-of-band emissions to avoid interfering with each other.

9.0 Interference

9.1 Operators should coordinate among themselves to resolve radio frequency interference issues. Compliance with technical specifications as specified in **Schedule 3** will be enforced only if the interference issues cannot be resolved through the coordination among the concerned Operators.

10.0 Technical Standards

10.1 The Licensee shall comply with any Regulations and any directions as may be issued under the Act in relation to technical standards to be used within the Licensed System and for Terminal Equipment.

11.0 Type Approval of Equipment

11.1 The Licensee shall ensure that its equipment is type approved by the Authority before commencing operations; and such other equipment that are acquired after commencement of operations shall also be type approved in accordance with the Act.

Part 5: Infrastructure Sharing

12 Infrastructure Sharing

12.1 The Licensee shall offer to make leased capacity available to Other Operators, including on any circuit, fibre or cable link or satellite uplink it may own or control in and from Botswana, and shall offer access to any Essential Facility it may own or control within or outside of Botswana in each case on fair, reasonable and cost-orientated terms, provided that the technical standards and specifications for access have been complied with.

Part 6: Health and Safety

13 Health and Safety

13.1 The Licensee shall comply with any rules, Industry Code of Conduct and any Guidelines issued from time to time by the Authority in relation to health and safety standards or procedures.

13.2 The Licensee will ensure that non-ionising radiation emissions from each radio installation or terminal equipment which it operates under this Licence are within the limits set by the International Commission for Non-Ionising Radiation Protection (CNIRP) and will ensure that it complies with any radiation emission standards set by ICNIRP, the Botswana Bureau of Standards, or specified by any Legislation or Regulation in Botswana.

Part 7: Enforcement and General Conditions

14 Force Majeure

14.1 The Licensee shall not be held in contravention of this Licence if and to the extent that the contravention arises from an event of Force Majeure. The Licensee's obligations shall, to the extent necessary, be suspended while the event of Force Majeure continues.

14.2 The Licensee shall advise the Authority as soon as reasonably practicable upon becoming aware of the existence of any Force Majeure event or circumstances likely to lead to such event. The Licensee shall have the onus of proving the existence of a Force Majeure event.

15 Enforcement and Penalties

15.1 The Authority shall monitor the Licensee's adherence to, and compliance with these conditions, rules, directions, decisions or guidelines issued under the Act.

15.2 Subject to Section 88 of the Act, the Authority may impose any penalty it deems fit in the event of breach of any of the Conditions.

16 Indemnity

16.1 The Licensee indemnifies the Authority against any claims for liability or damage which may occur as a result of the Licensee complying with any condition under this Licence or direction given by the Authority in terms of the Act.

17 Amendments

17.1 Subject to the provisions of section 83 (3) of the Act, the Authority may vary or amend any condition, provided that the Authority shall, in these circumstances, provide the Licensee with reasonable notice of its intentions to do so and afford the Licensee a reasonable opportunity to make any representations in response.

17.2 The Authority may, on service of written notice on the Licensee at any time cancel any condition or any part of a Condition and may, at the time of cancellation or subsequently, require Licensees of the same type of Licence to enter into and adhere to a Code of Practice in relation to the matters addressed in the cancelled condition or part.

18 Assignment of Licence

18.1 The Licensee shall not transfer or assign in any manner the rights, interests, or obligations under this Licence to another person without the prior written consent of the Authority.

18.2 This Licence shall be personal to the Licensee and shall not without the prior written consent of the Authority be operated by any third party, organisation, or person whomsoever including but not limited to the Licensee's subsidiary or associated companies.

19 Use-It-Or-Lose-It

19.1 The Licensee shall use the assigned frequencies efficiently to fulfil the roll out obligations associated with this licence and shall notify the Authority promptly if the Licensee no longer requires the use of any portion of the frequency assigned.

19.2 In addition, the Authority may direct the Licensee to identify and release any or all the assigned frequencies if the Authority so determines that the spectrum is not being used or that it is being used

inefficiently in consultation with the licensee. The Licensee shall comply with any instructions issued by the Authority in the interests of maximising spectrum efficiency and for the public good. The Licensee shall comply with any reasonable timetables for the release of radio spectrum bands designated by the Authority for release.

20 Revocation

- 20.1 Without limiting the general application of Section 86 of the Act, the BOCRA may, on service of written notice on the Licensee, revoke this Licence if the Licensee:
 - 20.2 Ceases to provide the services for which it was issued a Licence under the Act for 12 consecutive months
 - 20.3 Fails to pay any fees or penalty due under this Licence
 - 20.4 Agrees in writing with the Authority that this Licence be revoked;
 - 20.5 Without due authorisation from the Authority uses the frequency bands assigned to it under this Licence for the provision of any service other than that which is authorised;
 - 20.6 Fails to eliminate interference caused to other users after being duly directed to do so by the Authority;
 - 20.7 Is placed into liquidation or under a provisional or final judicial management order.
- 21.2 Is in wilful and repeated breach of any of the conditions of this Licence or the NFP Licence or any provisions of the Act, the Regulations, code of practice or industry standards and such breach has not been rectified within the period required or prescribed by the Authority. In any such case the Authority may terminate this Licence and or the NFP Licence.

22 Material Change of Circumstances

22.1 Notwithstanding the generality of conditions relating to the Licence Period, amendments of the Licence and revocation herein the Authority may at any relevant and appropriate time, amend, modify, revoke or replace the Licence in the event or occurrence of a material change of circumstances, as determined by the Authority.

23 Miscellaneous Provisions

23.1 The Licensee shall observe and abide by all laws of Botswana.

23.2 BOCRA may direct the Licensee and any other Operators to design a code of practice in a form to be approved by the BOCRA, and such code of practice shall be binding on the Operators after approval by the Authority.

23.3 The Licensee shall comply with any other guidelines; industry codes or Regulations as shall be promulgated under the Act from time to time.

23.4 The Licensee shall at all times display its Radio Spectrum Licence Notice in a conspicuous place at the Licensee's registered offices.

23.5 The Licensee's registered offices for the purposes of this Licence shall be as described on the Licence Notice, which shall not be changed without providing prior written notice to the Authority.

23.6 All written notices to the BOCRA shall be marked for the attention of the Chief Executive and shall be hand delivered to:

**BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY
Plot 50671 Independence Avenue
Private Bag 00495
Gaborone, Botswana**

or such other address, which the BOCRA may specify in writing to the Licensee.

LIST OF LICENCE SCHEDULES

- **Frequency Assignment**
- **Geographic Area of Operation and Network Capacity**
- **Technical Specifications**
- **Financial capacity and Funding**

Annexure 1 - Secrecy Declaration

(To be completed by company representative of the Licensee engaged in this Contract)

DECLARATION TO BE SIGNED AT THE COMMENCEMENT OF
CONTRACT NO.
FOR THE BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

To Whom it may concern:

My attention has been brought to the Botswana Communications Regulatory Authority's requirements that some matters concerning their establishments, operation and documents, from which in the course of my duties on this Contract I may obtain information, shall remain and be treated as being of a secret nature and that I shall not divulge any such information ("Secret Information") so gained to any other person except as may be necessary to carry out my duties whilst working on this Contract.

I understand that in the event of my giving, selling or otherwise divulging any such matter which should be treated as secret, the Botswana Communications Regulatory Authority and/or the Government of the Republic of Botswana may take such steps as they consider necessary to bring any action against me that they may deem appropriate.

"Secret Information" means information provided by the Botswana Communications Regulatory Authority and/or the Government of Botswana, which is provided or disclosed to the signatory and marked as Secret. If the information is initially disclosed orally then (1) it must be designated as Secret at the time of the initial disclosure and (2) within twenty (20) days after disclosure, the information must be reduced to writing and marked as Secret. No information will be considered Secret Information to the extent that the information:

- a) is in the public domain through no fault of the signatory either before or after disclosure; or
- b) is in the possession of the signatory prior to the disclosure; or

c) is rightfully received from a third party without breach of any obligation of Secrecy.

Signed

Surname (Block Letters)

Forename(s)
.....

Witnessed by (Signature).....

Witness' Surname (Block Letters)

Witness' Forename(s)

Date
.....

Annexure 2: Form of Application

**FOR LICENCING OF RADIO SPECTRUM IN THE FREQUENCY BAND
XXXXX MHz,**

[Applicant's name and address]

.....
.....
.....
.....

TO: The Chief Executive
Botswana Communications Regulatory Authority
Private Bag 00495
Gaborone
BOTSWANA

Dear Sir,

Application No. BOCRA.....

The undersigned hereby offers to be **LICENCED IN THE FREQUENCY BAND XXXX MHz**, by Botswana Communications Regulatory Authority as described in the application document.

We confirm that if a contract was agreed between BOCRA and ourselves with respect to the **LICENCING OF SPECTRUM IN THE FREQUENCY BAND XXXXX MHz**, such a contract would include BOCRA's Invitation to Application Documents including all Sections and Annexures, Terms and Conditions, as generally applies to the industry and agreed to by BOCRA shall form part of the contract.

The undersigned confirms that the validity of this Proposal is for a period of 90 (ninety) calendar days from the Application Closing Date.

Dated this _____ day _____ 20_____

Signature: _____

FullName: _____

Title: _____

Duly authorised to sign Proposals for and on behalf of:

Applicant's Name: _____

Applicant's Registered Address: _____

Applicant's Telephone No. _____

Applicant's Facsimile No. _____

Applicant's Email Address1 _____

Applicant's Email Address2 _____

Annexure 3: Performance Bond/Guarantee

The successful Applicant will be required to provide a performance bond issued in favour of BOCRA to guarantee the implementation of the roll-out plan before the licence is issued. They shall deposit with the Authority a performance guarantee equal to 5% peak funding before the licence date for currently licenced Operators and 25% of peak funding before the licence date for Applicants who are not yet licenced, provided that such performance bond shall be in form of a liquid document in favor of the Authority and shall be accessible by the Authority on demand (“the performance bond”). The performance bond format should be as shown below;

[Bank name and address in the bank’s letterhead]

To:

The Chief Executive Officer
Botswana Communications Regulatory Authority
Private Bag 00495
Gaborone

Dear Sir/Madam,

Our guarantee number

We are informed that [1] (hereinafter called the Licensee)

Has been granted a radio spectrum licence, Licence number BOCRA/RSL/NAT/XXX, dated [2] for the provision of telecommunication services according to conditions as stated in the licence and that a bank guarantee for [3] being 5/25 % (5/25 percent) of the Peak Funding Price is required to cover roll-out obligations. On behalf of the Licensee, we [4] Hereby give you our guarantee and undertake to pay you any amount or amounts not exceeding in total a maximum of..... [3] on receipt of your first demand in

writing. Any claims must bear the confirmation of your bankers that the signatures thereon are authentic.

This guarantee is valid for written demands received by us on or before
[5] After which date our liability to you under this guarantee will
cease
and this guarantee will be of no further effect. Any request for an extension
to the above expiry date will only be considered by us if the request is signed
by or on behalf of both yourselves and the Licensee.

This guarantee is personal to you and is not assignable. This guarantee shall
be governed by the Laws of Botswana.

Dated this _____ day of _____ 2020

Location: _____

Signature: _____

Full Name: _____

Title: _____

Duly authorised to sign on behalf of:

Bank's Name: _____

Bank's Registered Address:

Notes:

1. Enter the name of the Licensee.
2. Enter the date of signature of the Licence.
3. Enter 25% (Fifty) of the Peak Funding.
4. Enter the name of the bank (the Guarantors) in Botswana.
5. Enter the date of completion of mandatory rollout obligation.

Annexure 4: Curriculum Vitae of Key Personnel

Botswana Communications
Regulatory Authority

CURRICULUM VITAE OF KEY PERSONNEL

Name:

Date of Birth:

Profession:

Nationality:

Current Position:

Years with the firm:

Qualification and Experience:

Education:

Professional Membership:

Experience Record:

Languages:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

[Signature of the team member]

Date: _____

Annexure 5: Certificate Of Authorised Signatory

BOCRA	APPLICATION RETURNABLE DOCUMENTS	CERTIFICATE OF AUTHORISED SIGNATORY
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Indicate the status of the Applicant by ticking the appropriate box hereunder. The Applicant must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E OTHER

A. Certificate for company

I, _____, authorised representative of _____
 _____, hereby confirm that by resolution of the board
 Mr/Ms _____, acting in the capacity of _____
 _____, was authorised to sign all documents in connection with this application offer and any contract
 resulting from it on behalf of the company.

B. Certificate for partnership

We, the undersigned, being the key partners in the business trading as _____
 _____ hereby authorise Mr/Ms _____, acting in the
 capacity of _____, to sign all documents in connection with the application
 offer for Contract _____ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the partners. Attach additional pages if more space is required.

Furthermore we attach to this Schedule a copy of the **partnership agreement** which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all partners.

Annexure 6: Declaration Of Eligibility

BOCRA	APPLICATION RETURNABLE DOCUMENT	DECLARATION OF ELIGIBILITY
-------	------------------------------------	----------------------------

Declaration to establish that Directors, shareholders, partners, members have not participated through any other bid for the same application.

PART A

I, _____ (full name), in my capacity as (state position in Entity)

hereby declare that on my behalf, and on behalf of the owners, partners / directors/ shareholders /administrators and/or Other (Please specify)

of:
.....
(name of Entity)

of :
.....
..... (Postal/physical address)

that, in connection with the enclosed application,

All information contained herein is true and not misleading, and it is to the best of my knowledge factual and binding on the Entity and/or its Representatives. I state that the (State Name of Entity) and/or its representatives confirm that they have not, through other entities, participated in the same application and offer the same products in response to the same items.

NOTE THAT: In the case of competing franchises, the franchises may apply for the same item but with different products. Item means the commodity required by the procuring entity indicated in the ITT. Product means the commodity offered by the Applicant.

I declare and confirm that the Entity and/or its Representatives have in fact not participated in the same application and offered the same products in response to the same items, through any other registered

company or other entity. I hereby provide a current list of Directors/ Administrators/ Partners/ Members and/or Shareholders for the Company/Partnership/ Society/Joint Venture/ Private Foundation/Statutory Body and/or other (Please specify)

	DIRECTORS/MEMBERS/ PARTNERS NAME and/OR Other (Please Specify).....	CAPACITY IN ENTITY	NATIONALITY	PERCENTAGE OF SHAREHOLDING
1				
2				
3				
4				
5				
6				
7				

	SHAREHOLDER'S NAME	NATIONALITY	PERCENTAGE OF SHAREHOLDING
1			
2			
3			
4			
5			
6			
7			

If more space is required attach additional sheet. Note that Public companies should state which stock exchange the company is listed under.

I further acknowledge that should any of the directors, partners, and shareholders, members/administrators /(others please specify) be found to be associated in a similar or other manner in another company/entity, participating in this application and offering the same products in response to the same items, this shall disqualify this Company/Partnership/ Society/Joint Venture/ Private Foundation/Statutory Body, and whichever company or other entity the said director/partner/shareholder/member and/or administrator is consequently involved in.

I further acknowledge that should the Company /Partnership/ Society/Joint Venture/ Private Foundation/ Statutory Body or any of its affiliates or subsidiaries be found to have participated in the same application and offered the same products in response to the same items, the said Company/Partnership/ Society/Joint Venture/ Private Foundation/Statutory Body/(others please specify) and its affiliates and/or subsidiaries shall be disqualified.

The Company/Partnership/ Society/Joint Venture/ Private Foundation/ Statutory Body/(others please specify), through its agents, employees or directors has not illegally communicated with any member of the procuring department or the Public Procurement and Asset Disposal Board, except as may be permitted in the relevant "instructions to Applicants" or by law.

The Company/Partnership/ *Society*/Joint Venture/ Private Foundation/Statutory Body/(others please specify), through its agents, employees, partners, members, administrators and/or directors has not paid or offered to pay any consideration, favour or promise to any member of the procuring department or any person employed by or associated with Botswana Communications Regulatory Authority or its Committees.

I declare that this application is submitted by us in our own right and we have not colluded in any way with any other /potential Applicant in the production and submission of this application other than in the establishment of a joint venture or sub-contractor arrangement as fully and correctly declared in the application.

I acknowledge that if after the award of this application any of these declarations are found to be false then any contract(s) between ourselves and the procuring department and/or BOCRA shall be terminated forthwith and we may be barred from future applications for BOCRA services and liable to possible prosecution.

I confirm that our entity has undertaken not to collude to withdraw from an application award, only for the reason that an unsuccessful Applicant be awarded the application. I confirm further that the entity has undertaken not to engage in frivolous complaints and litigation that frustrates project implementation.

SIGNED: NAME:

DATED:.....

Entity

Stamp

Annexure 7 – Geo Clustering

Cluster 6: main cities	
Name of location	Population
Gaborone	231626
Francistown	98963

Cluster 5	
Population > 10,000 inhabitants and population density > 1,500 inhab./km²	
Name of location	Population
Gabane	15327
Letlhakane(Central)	22948
Jwaneng	18016
Ramotswa	28952
Lobatse	29007
Tlokweng	35326
Ghanzi	14809
Selibe Phikwe	49411
Mmopane	15450

Cluster 4	
Population > 10,000 inhabitants and population density < 1,500 inhab./km²	
Name of location	Population
Tutume	17528
Serowe	50820
Moshupa	20016
Thamaga	21471
Tonota	21031
Bobonong	19389
Mmadinare	12086
Mahalapye	46409
Mochudi	46914
Molepolole	66466
Kanye	47013
Mogoditshane	58079
Palapye	37256
Maun	60273

Cluster 3	
Population of 5,001 to 10,000 inhabitants	
Name of location	Population
Mathangwane	5075
Mmathethe	5078
Borolong (Nr Ftwn)	5184
Gweta	5304
Kumakwane	5545
Masunga	5666
Bokaa	5680
Oodi	5687
Maitengwe	5890
Kang	5992
Sefophe	6062
Good Hope	6362
Rakops	6396
Shakawe	6693
Nata	6714
Mmankgodi	6802
Lerala	6858
Letlhakeng	7229
Molapowabojang	7520
Otse(South East)	7661
Tati Siding	8112
Gumare	8532
Metsimotlhabe	8884
Tsabong	8945
Kasane	9084
Kopong	9312
Orapa	9538
Shoshong	9679