

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY



REQUEST FOR QUOTATIONS

FOR

PROVISION OF INDUSTRIAL RELATIONS TRAINING FOR BOCRA

Reference No: BOCRA/RFQ/0045/2025.2026

Postal Address: Private Bag 00495, Gaborone

Physical Address: Plot 50671, Independence Avenue, Gaborone

Tel: +267 368 5500

Fax: +267 395 7976

E-mail: procurement@bocra.org.bw

Date: September 10, 2025

Dear Sir / Madam,

1. You are kindly invited to submit a quotation for **Provision of Industrial Relations Training for BOCRA.**
2. Proposals should be submitted in a sealed envelope clearly marked with tender title **Provision of Industrial Relations Training for BOCRA BOCRA/RFQ/0045/2025.2026.**
3. Proposals and all supporting documents should be submitted not later than **10:00hrs** on **16 September 2025** or such other later date as the Authority may advise in writing, to the following address: Quotations should be deposited in the Tender Box situated by the Reception Area.

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

4. Telegraphic, telex, telephone, and email quotations will NOT be considered.
5. Evaluation process shall follow the **Least Cost Based Selection (LCBS) Evaluation Method**. Prior to determining the Least Costed Bid, all quoted prices shall be assessed for reasonability and competitiveness
6. A One Envelope System will be followed.
7. The tender offers shall remain valid for at least 90 (Ninety) days from the date of tender opening.
8. **STAGE 1: COMPLIANCE CHECK**

At this stage, proposals will be checked for compliance with the stipulated compliance checklist below. Bids that pass this stage will proceed to Stage 2 of the evaluation.

Table 1: Compliance Check

	Description	Yes	No.
1.	Copy of valid Tax Clearance Certificate issued by Botswana Unified Revenue Services or exemption from tax. Alternatively, bidders can submit Certificate Number and Tax Identification Number (TIN) for verification online.		
2.	CIPA registration name. Verification will be done online for local companies.		
3.	PPRA registration name under <ul style="list-style-type: none">• Code 144 Subcode 01• Code 317 Sub Codes 01 PPRA registration will be confirmed online.		
4.	Duly completed Declaration for Beneficial Ownership		
5.	Duly completed Declaration for Tendering Purposes		
6.	Duly completed Integrity Agreement Form		

- a. In a case where a bidder fails to satisfy above requirements, they will be requested to submit during evaluation within 2-5 days of notification. Bidders will be notified through email who do not comply shall be disqualified immediately and shall not be considered at further stages of evaluation or award.

9. Stage 2: Evaluation process

This stage shall consider conformity of the Technical Proposal to the Terms of Reference or Specifications. Bidders who meet minimum specifications contained in this RFQ document shall proceed to Stage 3 of Financial Evaluation.

10. **Stage 3: Financial Evaluation**

Financial Proposals will only be evaluated after the Technical Evaluation has been completed. Evaluation of the financial proposals shall be based on the following.

- i. Check if the bidder has priced for all the items,
 - ii. Correction of arithmetic errors,
 - iii. Reasonableness of the quoted prices based on the market price.
11. BOCRA shall not be obliged to award the tender to the lowest bidder and reserves the right not to award the tender at all, or to award it in whole or in parts, at its total discretion.
12. Notwithstanding anything in the foregoing, the Authority is not bound to accept the lowest or any tender offer.
13. Payment shall be made to the supplier or service provider upon successful acceptance of goods by the Authority.

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





TERMS OF REFERENCE - PROVISION OF TRAINING IN INDUSTRIAL RELATIONS FOR BOCRA MANAGEMENT REPRESENTATIVES, BOCRA STAFF UNION REPRESENTATIVES, and HUMAN RESOURCES

1. Background

In 2011, the Botswana Communications Regulatory Authority (BOCRA) staff registered the Communication Regulator Staff Union (CORESU) to represent employee interests to BOCRA management. CORESU has since been recognized and accepted as a partner by BOCRA management, and the two parties have established the Joint Negotiation Consultation Council (JNCC) as a neutral platform to address and resolve workplace matters affecting staff.

In 2024, CORESU members elected new representatives to head CORESU. To enhance cooperation and alignment with JNCC processes, BOCRA seeks to appoint a consultant who shall provide structured training for CORESU representatives, management representatives, and HR (who serve as the JNCC Secretariat).

2. Objectives

The training aims to:

- Equip participants with skills to engage in constructive dialogue, negotiation, and dispute resolution.
- Strengthen understanding of roles, responsibilities, and best practices in labour relations.
- Promote alignment between BOCRA's strategic goals and Staff Union engagement.

3. Scope of Work

The consultant will be required to deliver training that covers the following areas:

- **Labour Relations Framework:** Botswana labour laws, BOCRA policies, and union-management collaboration principles.
- **Effective Communication:** Active listening, negotiation techniques, and conflict de-escalation strategies.
- **Role Clarification:** Responsibilities of management, HR (as JNCC Secretariat), and Staff Union representatives.
- **Post-Training Support:** Development of reference materials (e.g., guidelines, checklists).
- **JNCC Processes:** Agenda-setting, negotiation techniques, consensus-building, and documentation (led by HR Secretariat).

Timeline

The training is to be completed within 3 days.

4. Deliverables

The Consultant shall provide the following:

- **Inception Report:** Detailed training plan, methodology, and timelines.
- **Customized Training Materials:** Slides, handouts, and scenario-based exercises.
- **Workshop sessions:** In-person sessions focusing on practical JNCC simulations.
- **Final Report:** Evaluation of training outcomes, recommendations for JNCC improvement, and reference tools.

5. Consultant Qualifications

- Proven expertise in labour relations
- Minimum 5 years' experience in Industrial Relations, Union-Management negotiations, or labour law advisory.
- Proven track record in designing and delivering training for similar committees (e.g., JNCC).
- Familiarity with Botswana's labour laws and public-sector governance frameworks.
- Strong facilitation skills with experience in participatory methodologies.

6. Reporting

The consultant will report to the BOCRA HR Director.

7. Confidentiality

The consultant must sign a Non-Disclosure Agreement (NDA) to safeguard sensitive JNCC discussions and BOCRA data.

8. Evaluation Method

The procedure for evaluating this tender is Quality and Cost-Based Selection (QCBS) evaluation method.

Evaluation Process

The evaluation process will be carried out in the three (3) stages and scores will be allocated as follows:

Stage 1: Compliance Check stage which does not accrue any score but rather is used to check whether bidders have complied with the necessary requirements.

Stage 2: The Technical Evaluation which takes a total of 70 points; and

Stage 3: Financial Evaluation which takes a total of 30 points.

9. Stage 1: Compliance Check

At this stage, proposals will be checked for compliance with the stipulated compliance checklist shown below before proceeding to the next stage of Technical Evaluation.

The bidder is expected to provide;

- Copy of valid Tax Clearance Certificate or exemption thereof issued by Botswana Unified Revenue Services (BURS).
Registration will be verified online.
- PPRA registration name under the following codes:
 - Code 317 Other Consultancy Services; Sub Codes (01);
 - Code 144 Human Resources Services; Sub Codes (01)

- Certified Proof of Nationality of Directors, Shareholders and Team Members.
- Duly completed Declaration for Beneficial Ownership Form.
- Duly completed Integrity Form.
- Duly completed Certificate of Authorized Signatory Form.

10. Stage 2: Technical Evaluation (70 points)

This stage shall consider the conformity of the Technical Proposal to the Terms of Reference. The criteria for evaluation is shown in the table below.

10.1 Organizational Capability and Expertise

The Consultant must demonstrate a clear understanding of the assignment/interpretation of TORs. The consultant should:

I.

- Demonstrate understanding and experience of having conducted Job Evaluation exercises in line with the Terms of Reference (TORs).
- Provide 3 reference letters of not more than 5 years back from past clients.
- Provide a proposal setting out the methodology to be used, including how the deliverables and any requirements in the TORs will be met within the stipulated timeframe. Include stages, processes, and tools.
- Bidders must demonstrate in their bids how they will transfer skills to BOCRA Staff.

The cut-off is 49 points (70%) and above for a bidder to proceed to Financial Evaluation.

II. Proposed Team Members

- The bidder is expected to present detailed relevant experience and qualifications for the proposed project team. Certified qualification certificates and reference letters should be attached.
- The proposed role(s) and work programme(s) of each member of the team shall be clearly set out.

11. Stage 3 – Financial Evaluation (30points)

The Financial Proposals will only be evaluated after the Technical Evaluation has been completed, and it will be based on the following;

A.

- i. Checking if the bidder has priced all the items,
- ii. Correction of arithmetic errors,
- iii. Checking applicable taxes,
- iv. Reasonableness of the quoted prices basing on the market price.

B. The Financial Proposal should comprise;

- i. Professional fees, and
- ii. Reimbursable expenses (where applicable).

Financial score = (Lowest Bid price/Evaluated Bidder's price) X 30

Combined Final Score = Technical Score + Financial score

12. Delivery Period

The services are expected to be delivered within (3) three days.

13. Submission of Proposal

The service provider must provide a proposal detailing the following:

- Detailed organization profile
- Methodology and Approach of delivering the service
- Experience, education, skills and knowledge of the service provider.
- Work plan with time frame.
- Project costs.

ANNEXURES (RETURNABLE DOCUMENTS)

ANNEXURE I:

Form M (reg. 96(1))

Declaration of Beneficial Owners

Declaration to establish beneficial owners of a citizen owned contractor or a joint venture with a non-citizen owned contractor

1. Declaration to establish eligibility for reservation and price preferences for citizen contractor and any other entity.

2. The declaration shall be signed by all contractors tendering for reserved contracts and contracts subject to preferences as a condition of each tender.

3. Definition –

The following definitions shall apply to this declaration:

- a. **citizen Contractor:** a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Botswana;
- b. **control:** the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of managerial and financial authority and power in determining the policies and directing the operations of the business;
- c. **beneficial Owner:** means a natural person, who directly or indirectly through any contract, arrangement, understanding, relationship or otherwise –
 - (i) in relation to an incorporated body, ultimately owns or has a controlling ownership or exercises ultimate effective control through positions held in the incorporated body or is the ultimate beneficiary of a share or other securities in the body corporate,
 - (ii) in relation to a trust or other legal arrangement, is the settlor, trustee or ultimate beneficiary of the trust or legal arrangement or has the power, alone or jointly with another person or with the consent of another person, to –
 - dispose of, advance, lend, invest, pay or apply trust property or property of the legal arrangement,
 - vary or terminate the trust or legal arrangement,
 - add or remove a person as a beneficiary or to or from a class of beneficiaries,
 - appoint or remove a trustee or give another person control over the trust or legal arrangement, or
 - direct, withhold consent or to overrule the exercise of a power referred to in subparagraphs (i) – (iv),
 - (iii) is the ultimate beneficiary of proceeds of a life insurance policy or other related investment

services when an insured event covered by the policy occurs, or

(iv) a transaction is conducted on his or her behalf;

d. **net amount:** the financial value of the Contract at the time of the award of the Contract, exclusive of sales tax which the law requires the Employer to pay to the Contractor; and

e. **owned:** Having all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest or shareholding as demonstrated by an examination of the substance as well as the form of ownership arrangements.

4. The company operates banking and savings accounts, and the only authorised signatories are:

i.....
(Bank name and name of signatory) (Omang No. /Passport)

ii.....
(Bank name and name of signatory) (Omang No. /Passport)

ii.....
(Bank name and name of signatory) (Omang No. /Passport)

iv.....
(Bank name and name of signatory) (Omang No. /Passport)

5. I hereby provide a current list of beneficial owners for the company/partnership/ society/joint venture/ private foundation/statutory body, or any other (please specify)

	List of beneficial owners	Capacity in company	Nationality	Percentage
1				
2				
3				
4				
5				
6				

6. Undertakings:

The tenderer confirms that it is a citizen contractor and undertakes to remain a citizen contractor for the duration of the contract. I acknowledge that if after the award of this tender any of these declarations are found to be false then any contract(s) between ourselves and the procuring entity shall be terminated immediately and we may be barred from future tendering for Government services and liable to possible prosecution.

7. Sanctions relating to reserved treatment:

Any changes in ownership or control which violate the definition of a citizen contractor shall be sufficient reason for the procuring entity to terminate the contract.

8. All the beneficial owners, partners/directors/shareholders and Administrators of

..... (name of company) have read this declaration and agree to its contents:

- a. All the Beneficial owners, partners/directors/shareholders and Administrators hereby give consent and verification of the information provided above and understand that this may include but is not limited to the verification of assets, liabilities, accounts, bonds and undertake to notify the competent authorities of any change to the information provided in this declaration within seven (7) days of such occurrence; and
- b. I understand and declare that each matter here deposed to is essential for the tender validity of
..... (name of company)

NB: The procuring entity reserves the right to confirm the authenticity of the information provided above.

THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT

_____ ON THIS _____ DAY OF _____ 20____, AT ____AM / PM,
THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE
CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.

COMMISSIONER OF OATHS

CAPACITY:

ANNEXURE II: Declaration Form for Tendering Purposes

BOCRA	TENDER RETURNABLE DOCUMENT	DECLARATION FOR TENDERING PURPOSES
-------	-------------------------------	---------------------------------------

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

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 tender,

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 tender and offer the same products in response to the same items.

NOTE THAT: In the case of competing franchises, the franchises may bid 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 bidder.

I declare and confirm that the Entity and/or its Representatives have in fact not participated in the same tender 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 ENTITY	IN	NATIONALITY	PERCENTAGE OF SHAREHOLDING
1					
2					
3					
4					
5					
6					
7					

	SHAREHOLDERS 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 tender 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 tender 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 tenderers” 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 BOCRA or its Committees.

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

I acknowledge that if after the award of this tender 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 tendering for government services and liable to possible prosecution.

I confirm that our entity has undertaken not to collude to withdraw from a tender award, only for the reason that an unsuccessful bidder be awarded the tender. 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

PART B

1. Declaration to establish Eligibility for Reservation and Price Preferences for 100% Citizen Owned Contractor / Companies and other Entities.
2. The declaration shall be signed by all Businesses tendering for reserved contracts and contracts subject to preferences, as a condition of each tender.
3. The 100% citizenship requirements for shareholders, etc contained therein shall not withstand any previous consents and practice, be pre condition for the award of any reserved tender.

Definition

4. The following definitions shall apply to this declaration:

100% Citizen Owned Contractor / Company: a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Botswana.

Control: the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of managerial and financial authority and power in determining the policies and directing the operations of the business.

Net Amount: the financial value of the Contract at the time of the award of the Contract, exclusive of sales tax which the law requires the Employer to pay to the Contractor.

Owned: Having all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the

degree of ownership interest or shareholding as demonstrated by an examination of the substance as well as the form of ownership arrangements

5. The company operates banking and savings accounts, the only authorised signatories are:

i.

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

(Bank Name and Name of signatory) (Omang No. /Passport)

ii.

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

(Bank Name and Name of signatory) (Omang No. /Passport)

ii.

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

(Bank Name and Name of signatory) (Omang No. /Passport)

iv.

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

(Bank Name and Name of signatory) (Omang No. /Passport)

6. Undertakings

The Bidder confirms that it is a 100% Citizen-owned contractor/company and undertakes to remain a Citizen Contractor for the duration of the Contract. The Bidder further undertakes not to subcontract more than 30% of the Net Amount to non-Citizen Contractors in the performance of the Contract.

7. Sanctions relating to reserved treatment

Any changes in Ownership or Control which violate the definition of a Citizen Contractor or the subcontracting of more than 25% of the Net Amount of the Contract to non-Citizen Contractors shall be sufficient reason for the Procuring Department to terminate the Contract.

8. All the shareholders of (Name of company) have read this declaration and agree to its contents.

- a) All the shareholders hereby give consent verification of the information provided above and understand that this may include but not limited to the verification of assets, liabilities, accounts, bonds and undertake to notify the competent authorities of any change to the information provided in this Declaration within seven days of such occurrence.
- b) I understand and declare that each matter here deposed to is essential for the tender validity of (Name of company)'s

NB: The Procuring Entity reserves the right to confirm the authenticity of the information provided above.

THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT _____ ON THIS _____ DAY OF

_____2021, AT ____AM / PM, THE DEPONENT HAVING
ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE
CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS
CONSCIENCE.

COMMISSIONER OF OATHS

CAPACITY:

Annexure III: INTEGRITY AGREEMENT FORM

Form F
(reg. 44(2)(e))

Integrity Agreement

Declaration on Ethical Conduct, Fraud and Corruption (applicable to the Bidders)

1. Pursuant to Section 56 (2) and (3) of the Act, a bidder shall complete and submit this form with a bid.
2. We the undersigned confirm the following in the preparation of our bid:
 - a. neither we, nor any of our employees, associates, agents, shareholders, consultants, partners, beneficial owners or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding documents;
 - b. should we become aware of the potential for such a conflict, we will report it immediately to the procuring entity;
 - c. that neither we, nor any of our employees, associates, agents, shareholders, partners, beneficial owners, consultants or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal; and
 - d. that no payments in connection with this procurement exercise have been made by us or our associates, agents, shareholders, partners, beneficial owners or associates to any of the staff, associates, consultants, employees or immediate family members of such who are involved with the procurement process on behalf of the Procuring Entity, Client or Employer.
3. We understand our obligation to allow the Government including the procuring entity and Authority to inspect all records relating to the preparation of our bid and any contract that may result from such, irrespective of whether we are awarded a tender or not.

4. In case of a successful bid, should we be found to be in breach of the integrity agreement, the procuring entity has the right to cancel the procurement including termination of any resulting contract at no cost or legal obligation on her part.

Authorised signature:

Name and title of signatory:

Name of bidder:

Date:

Address:

Phone number

Fax number:

Email address: