### **BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY**



### **REQUEST FOR QUOTATIONS**

### **FOR**

PROVISION OF CONSULTANCY SERVICES TO DEVELOP AN ENVIRONMENTAL, SOCIAL, & GOVERNANCE (ESG) FRAMEWORK FOR BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY (BOCRA)

Reference No: BOCRA/RFQ/0043/2025.2026

Postal Address: Private Bag 00495, Gaborone

Physical Address: Plot 50671, Independence Avenue, Gaborone

Tel: +267 368 5500 Fax: +267 395 7976

E-mail: tenders@bocra.org.bw

**Date: 15 August, 2025** 

Dear Sir / Madam,

1. Local 100% citizen owned companies are invited to submit quotation for tender for Provision of Consultancy Services to develop an Environmental, Social, & Governance (ESG) Framework for Botswana Communications Regulatory Authority (BOCRA). Companies should be registered with Public Procurement Regulatory Authority (PPRA) under the following Codes and Sub-codes:

Code 313: Environmental Services
Sub-code 06: Environmental Policy and Legislation

- 2. Proposals should be submitted in sealed envelopes clearly marked with tender title "Provision of Consultancy Services to Develop an Environmental, Social, & Governance (ESG) Framework for BOCRA", and number "BOCRA/RFQ/0043/2025.2026", including a USB device containing an identical soft copy of the original proposal.
- 3. Proposals and all supporting documents should be submitted not later than 10:00hrs on 29 August 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 of the following address:

# 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.
- **6.** A One Envelope System shall be followed in submitting quotations.
- 7. The tender offers shall remain valid for at least 90 (Ninety) days from the date of tender opening.
- 8. The RFQ Document and Terms of Reference (ToRs) can be found on the

BOCRA website www.bocra.org.bw under 'Tenders' section.

**9.** Notwithstanding the foregoing, BOCRA is not bound to accept the lowest or any tender offer.

For enquiries, please contact BOCRA Procurement Office at tenders@bocra.org.bw

### 10. Evaluation process

**10.1** 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 the Financial Evaluation.

### 10.2 Stage 1: Compliance Check

a. 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 Stage** 

	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.	Certified Proof of nationality of Directors, Partners, Shareholders, and Team Members (certified copy of Botswana national identity (Omang) or Passport).		
4.	PPRA registration name under Codes:  Code 313: Environmental Services		
	Subcode 06: Environmental Policy and Legislation		
	PPRA registration will be confirmed online		
5.	Duly completed Declaration for Beneficial Ownership		
6.	Duly completed Declaration for Tendering Purposes		
7.	Duly completed Integrity Agreement Form		
8.	Duly completed Certificate of Authority of Signatory		
9.	Curriculum Vitae of Key Personnel		
10.	Experience of Tenderer		

b. 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 through email. Bidders who do not comply shall be disqualified immediately and shall not be considered at further stages of evaluation or award.

### 10.3 Stage 2: Technical Evaluation Stage

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 the Financial Evaluation.

**Table 2: Technical Evaluation Criteria** 

No.	Criteria	Maximum Attainable Points
1	Organisational Capacity and Experience	15
1.1	Bidders must provide evidence of similar projects, market experience, and reputation. Bidders must also attach a separate list of entities and other institutions for which they have rendered the services.	10
1.2	Bidders must provide at least three (3) traceable reference letters from past clients within the last five (5) years. Each letter should include the client's address, contact details, contract title, amount, and duration.	5
2	Proposed Project Team	10
2.1	Bidders shall follow the CV template/Form (Annexure IV) enclosed in the RFQ to detail the relevant experience of all team members. Bidders are also expected to submit certified academic and professional certificates for proposed team members.	5
	Bidders are expected to submit a clear project team structure, outlining the key roles and responsibilities of each member.	5
3.	Strategy for Skills Transfer	10
3.1	Bidders are expected to demonstrate how they plan to transfer ESG knowledge, expertise and competencies to relevant BOCRA staff. This may include documentation, technology transfer, and on-the-job training.	5
2.2	The proposed role(s) and work program(s) of each team member shall be clearly set out.	5

4	Project Approach and Methodology	35
4.1	Bidders should demonstrate an adequate understanding of the project's Terms of Reference. Additionally, they shall provide a proposal outlining the methodology for providing the services, ensuring that the deliverables and other requirements of the Terms of Reference are met. This should include a detailed work plan including timelines of how the services will be delivered.	20
4.2	Bidders shall propose a project plan, outlining all the related consultancy activities and timelines.	10
4.3	Bidders are expected to demonstrate how they intend to ensure quality assurance of the proposed deliverables	5
	TOTAL	70

Bidders will be expected to score a minimum of 70% under Technical Evaluation stage for them to proceed to Financial Evaluation Stage.

### 10.4 Stage 3: Financial Evaluation

- a. Financial Proposals will only be evaluated after the Technical Evaluation has been completed. The evaluation of the financial proposals shall be based on the following:
- i. Checking if the bidder has priced all items,
- ii. Correction of arithmetic errors,
- iii. Checking if all applicable taxes have been included,
- iv. Application of relevant Preferential Scheme, and
- v. Reasonableness of the quoted prices based on the market price.
  - b. Least Cost Based Selection (LCBS) Evaluation Method shall be used to award the tender.
  - 11 Interested bidders must clearly itemise the cost and, where applicable, make provisions for taxes. All prices shall be quoted in Botswana Pula (BWP).
  - 12 The cost for both professional fees and reimbursable expenses, where applicable, must be clearly stated (including fee rates, number of days

and breakdown of expenses).

- 13 BOCRA shall not be obliged to award the tender to the lowest bidder and reserves the right not to award the tender at all, at its total discretion.
- 14 Payment shall be made to the service provider upon successful acceptance of services by the Authority.

For further information regarding the tender, please contact Procurement Office at <a href="mailto:tenders@bocra.org.bw">tenders@bocra.org.bw</a>

## **TERMS OF REFERENCE**

### **FOR**

# PROVISION OF CONSULTANCY SERVICES TO DEVELOP AN ENVIRONMENTAL, SOCIAL, & GOVERNANCE (ESG) FRAMEWORK FOR BOCRA

BOCRA/RFQ/0043/2025.2026

### 1. BACKGROUND

- 1.1. Botswana Communications Regulatory Authority (BOCRA or the was established through the Communications Regulatory Authority Act, 2012 (CRA Act) on the 1st of April 2013 to regulate the Communications sector in Botswana, comprising telecommunications. Internet and Information Communications Technologies (ICTs), radio communications, broadcasting, postal services, and related matters. The Act and are available on Regulations the BOCRA website www.bocra.org.bw.
- 1.2. BOCRA aims to lead the local and regional communications regulation industry by prioritising Environmental, Social and Governance (ESG) principles. This initiative aligns with the UN Sustainability Goals, Government 2036 Vision, and regulatory standards to promote sustainable industry growth, environmental stewardship, community support, and robust governance. ESG principles will guide BOCRA's investments, projects, and practices to foster sector growth while addressing climate change, environmental preservation, social aspects, and governance.
- 1.3. As part of its aspirations to be an inclusive and impactful communications regulator, the Authority identified being a trusted corporate leader as one of its strategic pillars guiding its 2024-2029 Strategic Plan. In doing this, the Authority aims to uphold the highest ethical and integrity standards and benchmark against international best practice for continuous improvement. The Authority has thus committed to ensuring development of an ESG guiding roadmap and implementation of the same.
- 1.4. Accordingly, the Authority seeks to engage an experienced and qualified consultant to develop a comprehensive ESG framework that aligns with the Government's 2036 Vision, international sustainability goals and international standards to guide its ESG efforts and ensure meaningful contributions to the community and environment.

### 2. OBJECTIVES

2.1. The consultancy's primary objective is to request quotations from qualified and experienced consultants to develop a comprehensive framework on Environmental, Social, and Governance (ESG) BOCRA.

### 3. SCOPE

- 3.1. In fulfilment of the above objective(s), the Consultant will be required to:
- 3.1.1.Develop a clear comprehensive framework and roadmap tailored to the Authority's objectives and context, setting measurable goals, targets, performance indicators and timelines for improvement.
- 3.1.2. Review and analyse the Authority's Strategic Plan commitments vis-à-vis the National 2036 Vision, UN SDGs and global standards,
- 3.1.3.Conduct a thorough evaluation of the Authority's current ESG practices against global standards and best practices, identifying areas of strength and improvement. This includes but is not limited to the following:
- i. Integration of ESG principles into BOCRA's operations and decision-making processes, fostering greater transparency, accountability, and trust to enhance stakeholder value
- ii. Integration of ESG principles into BOCRA projects, actively contributing to the local communities and environment. The consultancy shall also Identify material ESG issues, risks and opportunities.
- iii. Develop ESG provisions for Contractor agreements and expectations.
  - 3.1.4.Perform a double materiality assessment, by engaging key stakeholders, to identify ESG expectations and priorities. Additionally, the consultancy shall use the findings to develop a

- targeted capacity building plan for staff and compile a list of specific, actionable ESG activities for the Authority to implement.
- 3.1.5.Outline an ESG data management and reporting framework to streamline data collection, analysis, and disclosure processes to enable BOCRA to enhance transparency, accountability, and credibility in ESG reporting practices.

### 4. **DELIVERABLES**

- 4.1. Bidders are required to submit detailed quotations covering but not limited to the outlined scope, and should have the following:
- 4.1.1.Inception Phase:
- i. Conduct an initial meeting with the project team to set out contract drafting, timelines, methodology, key deliverables for the project, budget and expectations.
- 4.1.2. Review of existing ESG initiatives, documentation and application of relevant global ESG standards and best practices
- 4.1.3. Stakeholder engagement and assessment of BOCRA environment:
- i. This shall include the development and implementation of a clear time-based stakeholder engagement plan.
- 4.1.4. Materiality Assessment Report
- 4.1.5. Comprehensive ESG Framework document
- 4.1.6.ESG Implementation Plan
- 4.1.7.Final project report summarising project activities, key findings and recommendations for ongoing ESG implementation and monitoring
- 4.1.8. Presentation of project report to BOCRA Executive Management.
- 4.2. The Consultant will be expected to submit periodic progress reports as may be agreed with the Authority.

### 5. SUBMISSION OF BID PROPOSALS

- 5.1. The proposal for provision of the services from suitably qualified firms or companies must contain:
- 5.1.1.CVs of key personnel qualified for provision of these services. Key personnel must have expertise in developing and implementing ESG frameworks, strong knowledge of relevant ESG standards and best practices (e.g., GRI, SASB, etc.)
- 5.1.2. Outline of team structure, including specific roles and responsibilities of team members,
- 5.1.3.A summary of relevant experience for the service provision and of the Authority's industry and context,
- 5.1.4. A short description of understanding of the role of the Consultant in provision of the services,
- 5.1.5.A description of the approach and methodology to be used, in accordance with these Terms of References, and may include any value-add services,
- 5.1.6. Proposed workplan for provision of the services. This should be detailed to include all steps and expected timelines for each.

### 6. CONTRACT PERIOD AND PAYMENTS

- 6.1. The entire project must be completed within a period of **four (4) months** from the date of contracting.
- 6.2. All the fees will be paid upon submission of a comprehensive ESG framework and project report that has been accepted by the Authority.

### -END OF TERMS OF REFERENCE-

### RETURNABLE DOCUMENTS

### **ANNEXURE I: Declaration of Beneficial Owners**

# Form M (reg. 96(1))

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. <u>Citizen Contractor</u>: a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Botswana;
- b. <u>Control</u>: 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. <u>Beneficial Owner:</u> means a natural person, who directly or indirectly through any contract, arrangement, understanding, relationship or otherwise;
  - 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. <u>Owned:</u> 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 /Passport)	signatory)	(C	omang No.
	ii			
	(Bank name and name of /Passport)	signatory)	(C	mang No.
	ii			
	(Bank name and name of /Passport)	signatory)	(C	omang No.
	iv			
			•••••	
	/Pank name and name of	cianotom/\	(6	lmana Na
	(Bank name and name of /Passport)	signatory)	(0	mang No.
	5. I hereby provide a company/partnership/ foundation/statutory	society/joint	venture/	private
	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
	Adr	ninist	rators			of
					(nan	ne of
	con	npany	/) have read	I this decla	aration 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

essential for the tender validity of	b.	. I understand	and declar	e that	each	matter	here	deposed	to is
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 2025, ATAM / 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		essential	for	the	tei	nder	V	alidity	of
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THE CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.  COMMISSIONER OF OATHS			2025,	AT _	AM	I / PM	, THE	E DEPO	NENT
ON HIS CONSCIENCE.  COMMISSIONER OF OATHS	HAV	ING ACKNOW	VLEDGED T	HAT F	IE KNC	)WS AN	ND UN	NDERSTA	ANDS
COMMISSIONER OF OATHS	THE	CONTENTS (	OF THIS DE	CLAR	ATION	AND T	HAT	IT IS BIN	DING
	ON I	HIS CONSCIEI	NCE.						
	COM	MISSIONER (	OF OATHS						
			2. 3						

## **ANNEXURE II: Certificate of Authority of Signatory**

BOCRA	TENDER	TENDER SCHEDULES
	RETURNABLE DOCUMENTS	CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

Α	В	С	D	E
				OTHER
COM	PARTNER	JOINT	SOLE	
PAN	SHIP	VENTURE	PROPRI	
Y			ETOR	

Α.	Certificat	e for	company	

l,	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 tend	ler 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 tender offer for Contract
and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATU RE	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.

## C. Certificate for Joint Venture

We, the undersigned, are su	ibmitting this tender of	ffer in Joint Venture and here	eby
authorise Mr/Ms		_, an authorised signatory of t	the
company		, acting	in و
the capacity of lead partner,	, to sign all document	s in connection with the tend	der
offer for Contract	_ and any contract re	esulting from it on our behalf.	
This authorisation is evidence authorised signatories of all t	•	wer of attorney signed by legant Venture.	ally
incorporates a statement the execution of the contract and	at all partners are liand that the lead partner ments and be respon	ne joint venture agreement whe ble jointly and severally for the suthorised to incur liabilities in the entire execution or the execution or t	the es,
NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY	
Lead partner			
D. Certificate for sole p	roprietor.		
		ereby confirm that I am the s	ole
owner of the business trading	g as		

E.	Certificate for other.
I	, hereby confirm that I am
	of the business trading as
THUS	S SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT
	ON THIS DAY OF
2025	ATAM / PM, THE DEPONENT HAVING ACKNOWLEDGED THAT HE
KNOV	WS AND UNDERSTANDS THE CONTENTS OF THIS DECLARATION AND
THAT	IT IS BINDING ON HIS CONSCIENCE.
	COMMISSIONER OF OATHS
	CAPACITY:

## **ANNEXURE III: Declaration Form for Tendering Purposes**

BOCRA	TENDER	DECLARATION FOR
	DETURNARI E ROCUMENT	TENDERING
	RETURNABLE DOCUMENT	PURPOSES

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

### **PART A**

l,			(full name)	,
in my ca	apacity as			(state
position ir	n Entity)			
partners	/ directors/ Other	shareholders (Please	ehalf of the owners, /administrators and/or specify)	
				(name o
of ·				
•				
 address)			(Postal/phy	/sical

that, in connection with the enclosed tender,

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 IN ENTITY	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 an 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)

Page **27** of **33** 

### 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) ha	ave read
this decl	aration and agre	e 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.

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

THUS SIGNED AN	D SWORN TO BEFORE ME COMMISSIONER OF
OATHS AT	ON THIS DAY OF_2025, ATAM / PM
THE DEPONENT H	AVING ACKNOWLEDGED THAT HE KNOWS AND
UNDERSTANDS TH	E CONTENTS OF THIS DECLARATION AND THAT IT
IS BINDING ON HIS	CONSCIENCE.
-	
	COMMISSIONER OF OATHS
	CAPACITY:

### **Annexure IV: 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

# **ANNEXURE V: Curriculum Vitae of Key Personnel**

BOCRA	CURRICULU	CURRICULUM VITAE OF KEY PERSONNEL				
Name:			Date of Birth:			
Profession:			Nationality:			
Current Position:			Years	with	the	firm:
Qualification and Ex	<u>perience</u> :					
Education:						
Professional Membe	<u>rship</u> :					
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.						
		Date:	i			
[Signature of the team	member]					

# **ANNEXURE VI: Experience of Tenderer**

BOCRA	TENDER	TENDER
		SCHEDULES
	RETURNABLE	
	DOCUMENTS	EXPERIENCE OF
		TENDERER

The following s a statement of similar works successfully executed by myself/ourselves:

Employer, contact person and telephone number.	Description of contract	Date completed