

**INVITATION TO APPLY (ITA) NOTICE****ITA NO: BOCRA/ITA/001/2024.2025****INVITATION TO APPLY FOR RADIO FREQUENCY SPECTRUM LICENSES**

1. Botswana Communications Regulatory Authority (BOCRA/ the Authority) hereby invites reputable, well established, and prospective radio spectrum users/applicants for the use of radio frequency spectrum, intended for the purpose of providing International Mobile Telecommunication Services in Botswana. The Invitation to Apply (ITA) covers frequency bands 700 MHz, 2 300 MHz, and 2 600 MHz
2. Applicants are expected to pay a non-refundable Licence Application Fee of **Eleven Thousand Pula (P11 000.00)** to BOCRA on submission of the application for each licence applied for.
3. Applications should be submitted not later than 10:00 Hours on **Friday 23 August 2024** or such other later date as the BOCRA may advise in writing at the **Tender Box** located at the following BOCRA physical address:  
  
**Botswana Communications Regulatory Authority**  
**Plot 50671**  
**Independence Avenue**  
**Gaborone**
4. Applications will be opened at **10:05 Hours** on **Friday 23 August 2024** at the BOCRA physical address indicated above. Representatives of the applicants and the public may attend the opening unless otherwise advised in writing by the Authority.
5. Notwithstanding anything in the foregoing, the Authority is not bound to accept any application offer.

**For any further information regarding the ITA, please contact Procurement Office at [tenders@bocra.org.bw](mailto:tenders@bocra.org.bw)**



**BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY**



**INVITATION TO APPLY (ITA)**

**FOR**

**RADIO FREQUENCY SPECTRUM LICENSES**

**REFERENCE NO: BOCRA/ITA/001/2024.2025**

**CLOSING DATE: 23 August 2024**

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

**PROCURING ENTITY  
BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY**

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applicants and the public may attend the opening unless otherwise advised in writing by the Authority.

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***End of ITA Notice***

## **SECTION ONE: 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 applications for use of radio frequency spectrum 700 MHz, 2300 MHz and 2600 MHz bands for the provision of IMT services, as detailed in Section 2 of this Invitation to Apply.

**2.** All documents in the applications must be written in English Language.

**3.** The ITA comprises:

3.1. Application to Apply (ITA) Notice

3.2. Invitation and Instructions to Applicants

3.3. Terms of Reference

3.4. Conditions of License

**3.5. Annexures**

i. Declaration of Secrecy Form (Annexure 2)

ii. Form of Application (Annexure 3)

iii. Performance Bond/Guarantee (Annexure 4)

iv. Curriculum Vitae of Key Personnel Form (Annexure 5)

- v. Certificate Of Authorised Signatory (Annexure 6)
- vi. Declaration for Eligibility Form (Annexure 7)
- vii. Geo Clustering (Annexure 8)

#### **4. Clarifications on the ITA**

- 4.1. Applicants may submit questions in writing for clarification. Such questions must be addressed to the Chief Executive at the above address.
- 4.2. Clarifications sought on the ITA may be submitted through email at [tenders@bocra.org.bw](mailto:tenders@bocra.org.bw) and must be received by **12 July 2024** or such other later date as the BOCRA may advise. Questions received after the specified date will not be responded to.
- 4.3. All questions submitted by Applicants will be consolidated into one document (“the Clarification Document”) which will include the questions and the corresponding responses. The sources of the questions will not be revealed. Clarifications of any matters, relating to the Application shall be communicated in writing to all prospective Applicants by **19 July 2024**.
- 5. Applicants will not be reimbursed for any expenses incurred in the preparation of their applications.
- 6. Members of BOCRA staff are not permitted to discuss any issues relating to to this ITA or provide any verbal clarifications to any person.

All enquiries are to be addressed using the procedure outlined above. Any efforts by applicants to influence members of BOCRA staff during the process will result in the outright disqualification of their application.

7. Application documents shall not be returned to the applicants at the end of the evaluation process.
8. The evaluation process will follow the **Quality Based Selection method**.
9. Faxed or emailed applications shall not be considered.
10. **Submission Format**
11. **A One Envelope Submission method/system** shall be followed to submit applications. Applicants shall submit original hard copies of their applications in a single securely sealed envelope/package. Identical scanned soft copies (in a USB) of the original Applications shall be included in the same envelope/package. The envelope/package should bear the inscription below:

**ITA NO: BOCRA/ITA/001/2024.2025**

**INVITATION TO APPLY (ITA) FOR RADIO FREQUENCY  
SPECTRUM LICENSES**

- 11.1. application shall address in detail, the requirements stipulated in the Invitation to Apply document and Terms of Reference.



11.2. The offer contained in the Application shall remain valid for at least **90 (Ninety) days** from the date of submission.

## **12. Evaluation of Applications**

12.1. 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 Applications 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**.

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

## **13. Opening of Applications**

At opening, applications shall be checked on the following:

	<b>Description</b>	<b>Yes</b>	<b>No.</b>
1.	A sealed package with no indication of the bidder's name or brand identity outside.		
2.	One (1) hardcopy of the Proposal marked <b>ORIGINAL</b>		
3.	<b>Soft Copy of the Original Application contained in a USB stick .</b>		

**Failure to comply with the above shall attract immediate disqualification.**

### **Stage 1: Compliance Check**

13.1. At this stage, the Applications will be checked for compliance with the stipulated compliance checklist. The check list shown in 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**

<b>No.</b>	<b>Description</b>	<b>Yes</b>	<b>No.</b>
1.	Copy of Valid Tax Clearance Certificate or exemption thereof issued by Botswana Unified Revenue Services, enclosed in the Technical Proposal.		
2.	Copies of Certificate of Incorporation (if applicable) as issued by Companies & Intellectual Property Authority.		
3.	Proof of Payment (POP) <ul style="list-style-type: none"> <li>• Application fee</li> <li>• Deposit fee equivalent to the price of the package/s for spectrum applied for.</li> </ul>		

4.	Certified Proof of nationality of Directors, Shareholders and Team Members (certified copy of Omang or Passport)		
5.	Completed Certificate of Authority of Signatory		
6.	Completed Declaration Form of Beneficial Owners		
7.	Completed Integrity Agreement Form		
8.	Proof of NFP license or proof for application of NFP in cases where the applicant does not possess the same.		

13.2. In cases where an Applicant fails to submit the documents listed below, it will be requested to submit during evaluation within 2-5 days of notification. Applicants will be notified through email. Non-responsiveness of an Application shall result in immediate disqualification.

- I. Copy of valid Tax Clearance Certificate,
- II. Certified Copy of certificate of incorporation (if applicable) as issued by Companies & Intellectual Property Authority. Applicants who do not require CIPA certificate of incorporation shall provide a letter confirming the same.
- III. Certified Proof of nationality of Directors, Shareholders and Team Members (certified copy of Omang or Passport)
- IV. Certificate of Authority of Signatory
- V. Declaration Form of Beneficial Owners

13.3. 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.

## **Stage 2: Technical Evaluation (90 points)**

13.4. This stage shall consider the conformity of Applications 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 to ascertain if there is a business case for the required spectrum.

**Table 2: Scores for the Technical Evaluation**

	<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
<b><u>1</u></b>	<b>Organizational Capability:</b>	<b><u>10</u></b>
<b>1.1</b>	Experience of planning and project management capabilities required for construction of the network of the project team. (Information in Table 3 should be able to support this criteria).	
<b><u>2</u></b>	<b>2. Business plan: (Elements in table 4 should be addressed should be able to support this criteria)</b>	<b>20</b>
<b><u>2.1</u></b>	Financial forecasts for a minimum period of three years.	
<b><u>2.2</u></b>	A market analysis of the services to be offered through radio frequency spectrum license applied for including forecast demand.	
<b><u>2.3</u></b>	Description of products and services to be offered through the radio frequency spectrum applied for.	

<b><u>3</u></b>	<b>Functional efficiency</b>	<b>30</b>
<b><u>3.1</u></b>	Functional efficiency (Coverage, Capacity and speed. Must include coverage maps Proposed annual coverage, rollout indicating the exact areas and locations to be covered. Capacity per site must be indicated (Information in Table 5 and any other information should support this criteria).	
<b><u>4</u></b>	<b>Economic efficiency</b>	<b><u>30</u></b>
<b><u>4.1</u></b>	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 4, item 1 in table 2 and items 1,2 and 3 in table 5	
	<b><u>TOTAL</u></b>	<b><u>90</u></b>

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

**Functional Efficiency and Economic Efficiency below will be marked as per the item 3 and 4 in the marking scheme above.**

### **13.5. 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 Clause 12. More marks will be awarded to Applicants who's roll out plans cover many rural areas within the first year of rollout for coverage spectrum, and more capacity for capacity spectrum. The rural areas are defined by Statistics Botswana.

- II. Service is however expected to commence within **12 months** of licensing and the Authority will not consider applications with over 12 months commencement.

### **13.6. 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 applied for.

### **13.7. 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 elements in the TOR's per region and spectrum band.

### **13.8. National Licenses**

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

### **Stage 3 Citizen Ownership (10 points)**

13.9. 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.

13.10. A maximum of ten (10) points will be awarded to each Applicant based on the level of citizen shareholding. 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

### **14. Licence Award**

14.1. The award of the licence will be made to the Applicant whose application meets all ITA requirements and is the most competitively 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.

14.2. **Spectrum will be awarded to MNOs who have facilitated or are in the process of finalising;**

**14.2.1. interconnection with a licensed Value Added Network provider or**

**14.2.2. hosting of an MVNO.**

## **15. Communication of Evaluation and Award Outcomes**

- 15.1. Following the completion of the evaluation, adjudication and award processes, applicants will be notified in writing as to whether they have been successful or not.
- 15.2. Any applicant who wishes to ascertain the grounds for not being successful should formally request for feedback from the Authority. Following such a request, the BOCRA shall provide feedback, either in writing or through a debriefing meeting. The requesting applicant shall bear all costs of attending the debriefing meeting.

## **16. Cooling-Off Period**

- 16.1. BOCRA shall allow a period of **fourteen (14) calendar days** after announcing the award of the subsidy for submission of complaints (in line with feedback provided) from any concerned applicant.
- 16.2. The successful Applicant will be issued with a spectrum licence (Section 3). The Application as submitted shall form part of the licence.

***End of Section 1 – Invitation & Instructions to Applicants.***



**SECTION TWO: TERMS OF REFERENCE**

**TERMS OF REFERENCE**

**FOR**

**INVITATION TO APPLY**

**FOR**

**RADIO FREQUENCY SPECTRUM LICENCES IN THE BANDS**

**700 MHz, 2 300 MHz AND 2 600 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 spectrum to alleviate this congestion and increase good customer service and experience, and to increase competition in the market through introduction of new players.
- 1.3.** Based on the Strategy, the Authority is desirous of assigning radio frequency spectrum in the 700, 2300 and 2600 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 for country wide capacity and coverage. The detailed scope of licences offered is as set out in Section hereunder.
- 2.2. The evaluation of Applications will be based on the items under tables 2 supported by elements in Tables 3, 4, 5 and 6.

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

**Table 6– Technical Information**

<b>Item</b>	<b>Information Required</b>
<b>1</b>	Full information of the technology to be implemented. This should be 3GPP technologies.
<b>2</b>	Details of Network development and expansion based on capacity demand and coverage requirements
<b>3</b>	<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 (Hz)</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 (bits/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 area of service.</p>
<b>4</b>	Adherence to EMC specifications
<b>5</b>	Theoretical traffic volume forecast and alternative routing and redundancy requirements.
<b>6</b>	Numbering plan for the service
<b>7</b>	Network management, fault detection, service and maintenance mechanisms
<b>8</b>	Equipment specifications, type approval certificates
<b>9</b>	<p>Efficiency Factors:</p> <p>9.1 Spectral efficiency:</p> <p>    a) bandwidth efficiency expressed in bits/Hz</p> <p>    b) Spectrum re-use factor</p> <p>9.2 Functional efficiency – meeting the coverage and speed obligations</p>

	9.3 Economic Efficiency – monetary in terms of revenue, profit and value which the licensee derives from the portion of spectrum
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### **3. Eligibility & Usage Restrictions**

- 3.1.** The available radio frequency spectrum will be assigned to Network Facilities Providers' Licensees (NFP).
- 3.2.** Applicants who do not have NFP licence must acquire it within 3 months after they have been awarded the spectrum. Failure to do so will result in immediate loss of the awarded spectrum.
- 3.3.** Holders of 2 600 MHz FDD spectrum are not eligible to apply for the TDD portion.
- 3.4.** Holders of 20 MHz in the 800 MHz band are not eligible to apply for packages in the 700 MHz band.
- 3.5.** Holders of 40 MHz in the 2 300 MHz band are not eligible to apply for packages in the 2 300 MHz band.
- 3.6.** Licence packages are as per table 6.
- 3.7.** The licences are technology neutral.

### **4. Deposit**

- 4.1.** Applicants are required to pay deposits equivalent to the annual radio licence fee for the spectrum applied for. This fee is in the table below.

**Table 7: Fees and Licence Packages**

<b>Band MHz</b>	<b>Bandwidth Available MHz</b>	<b>Arrangement</b>	<b>Licence Type</b>	<b>Total No. Packages</b>	<b>Price Per/MHz</b>	<b>Price/Package (VAT Excl)</b>
700	30	FDD (3x10)	National	3	P550,802	P5,508,020
2300	40	TDD (2x20)	National	2	P60,086	P1,201,720
2600	30	TDD (1X30)	Regional	1	P15,515	P465,450

**4.2.** 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 their deposits.

**5. Annual Radio Licence Fee**

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

**6. Methods of Payment**

**6.1.** All payments must be made in the form of bank transfer or deposit at the following bank:

**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:** BOCRA700/2300/2600

## **7. Licence Duration**

**7.1.** 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.

## **8. BOCRA Rights & Reservations**

**8.1.** This ITA is not intended to form any part of the basis of any investment decision.

**8.2.** 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.

**8.3.** 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.

## **9. Spectrum Packages**

**9.1.** Spectrum packages are as per Table 7.



## 10. Spectrum Masks/Emission Masks and Interference Resolution

10.1. 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.

## 11. Coverage and Capacity obligations

11.1. Coverage and Capacity obligations shall be as per Table 8 and 9.

**Table 8: Coverage and Capacity obligations (Existing operators)**

Spectrum Band (MHz)	Parameter	Areas to be Covered		
		Within 1 year	Within 2 years	Within 3 years
700	Coverage	Cluster 4	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 6
	Throughput (MB/s)	30	30	30
2300	Coverage	Cluster 4	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 6
	Throughput (MB/s)	40	40	40
2600	Coverage	Cluster 4	Cluster 5	Cluster 6
	Throughput (MB/s)	50	50	50

**Table 9: Coverage and Capacity obligations (New operators)**

Spectrum Band (MHz)	Parameter	Time Period		
		Within 1 year	Within 2 years	Within 3 years
700	Coverage	Cluster 4	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 6
	Throughput (MB/s)	30	30	30
2300	Coverage	Cluster 4	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 6
	Throughput (MB/s)	40	40	40
2600	Coverage	Cluster 4	Cluster 5 including (Kasane, Orapa & Sowa)	Cluster 6
	Throughput (MB/s)	50	50	50

**11.2.** The Applicants are required to indicate their time frames and minimum capacity as per Table 10 (Submission Format)

**Table 10: 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

**11.3.** The proposed coverage and capacity in the Application will form part of the license conditions for the operator.

**11.4.** More marks will be awarded for coverage especially in the rural areas for the Applicants who’s roll out plans cover many rural areas within the first year of rollout for coverage spectrum under functional efficiency criteria.

**11.5.** Where an operator is applying for additional spectrum.

- I. which is in the same band as the existing spectrum holding
- II. and has already met the coverage obligations on the existing spectrum, the obligations will only be based on throughput.

**11.6.** All the **Regional Licenses** will be expected to cover the awarded regions with associated throughput within the first year of licensing.

**11.7.** 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.

**11.8.** 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 covers any smart technology roll out. The operator may partner with other service providers in other sectors for implementation of special use case.

**11.9.** The services offered as specified in Table 8 and 9 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.

**11.10.** 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.

**11.11.** A performance bond/guarantee equivalent to 5% (for existing operators) and 10% (for new operators) of peak funding will be required to cover the roll-out and capacity obligations.

**11.12.** 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.

**11.13.** 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.

**11.14.** 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.

**11.15.** The format of the performance bond shall be as shown in Annexure 4.

**11.16.** The Annexure 8 below summaries the minimum areas to be covered with associated timelines for national licenses.

## **12. BUSINESS PLAN REQUIREMENTS**

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

### **12.1. 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 application a proof of financial liquidity to meet the roll out obligations.

## **12.2. 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.

## **12.3. 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.

## **12.4. Service Offering/Innovations/Pricing**

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

## **12.5. Financial Projections**

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

## **12.6. Signing Authorities, Representation and Correspondence**

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

## **12.7. Annexures to Business Plan**

Mandatory annexures include:

- I. Roll out and capacity plans
- II. Coverage prediction maps
- III. Copy of Performance Bond

***End of Section 2 – Terms of Reference.***

**SECTION 3 - CONDITIONS OF LICENCE (DRAFT LICENCE)**

**FOR**

**LICENCING OF IMT or FIXED SERVICES SPECTRUM IN THE  
FREQUENCY BANDS 700 MHz / 2300 MHz / 2600 MHz 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: .....2024**

**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 this .....day of  
..... 2024**

**[BOCRA Seal]**

.....  
**CHIEF EXECUTIVE**

## **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**

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.

For the purposes of this Licence, and unless the context otherwise requires:

**“Act”** means the COMMUNICATIONS REGULATORY ACT;

**“Assigned Frequency”** means the centre of the frequency band assigned to a station;

**“Assignment** “means authorisation given by the Authority for a radio station to use a radio frequency or radio frequency channel under specified conditions;

**“BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY”** means a body corporate established under Section 3 of the Act (hereinafter referred to as the BOCRA or the Authority);

**“Cellular Frequency Bands”** means radio-frequency spectrum allocated in the National Radio Frequency Plan for Mobile Cellular systems;

**“Clause”** means a clause of this Licence as contained in this Annexure;

**“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;

**“Emission** “means radiation produced, or the production of radiation by a radio transmitting station;

**“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;

**“ETSI”** means European Telecommunications Standards Institute

**“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;

**"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;

**“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;

**“ITU”** means the International Telecommunication Union;

**“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;

**“Licence Date”** means the date of issue of this Licence;

**“Licence Notice”** means the formal notice of Licence issued to the Licensee to which these Conditions are attached;

**“Licence Period”** means the Licence validity period prescribed in this Annexure;

**“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.

**“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.

**“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;

**“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;

**“Pula”** means the unit of monetary currency of Botswana generally designated in the abbreviated form "P";

**“Radiation”** means the outward flow of energy from any source in the form of radio waves;

**“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;

**“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;

**“Regulations”** means Regulations issued by the Minister under Section 94 of the Act;

**“Service Provider”** means any person appointed by the Licensee to sell or resell Licensed Services to Users;



**“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;

**“Spectrum trading”** means the transfer of spectrum usage rights from one entity to another for a consideration (i.e. reward, return, cash or otherwise);

**“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;

**“Stakeholder”** means any party which in the opinion of the BOCRA has an interest in the matter

**“Subsidiary or Associated Companies”** shall have the meanings assigned to them under the Companies Act 2003 [CAP. 42:01];

**“Terminal Equipment”** means the user equipment;

**“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;

**“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;

**“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;

**“Network Facility Provider Licence (NFP)”** means network Licence issued to any person by the BOCRA in the form of this Licence;

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

### **1 Authorisation**

- 1.1 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.
  
- 1.2 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.

### **2 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 atleast 30Mbps for capacity spectrum.

- 3.4 If 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 fee 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 5. 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 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 Licensees 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 Licensees 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 (ICNIRP) 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 to 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 because 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;

20.8 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.

## **21 Material Change of Circumstances**

21.1 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.

## **22 Miscellaneous Provisions**

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

22.2 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.

- 22.3 The Licensee shall comply with any other guidelines; industry codes or Regulations as shall be promulgated under the Act from time to time.
- 22.4 The Licensee shall at all times display its Radio Spectrum Licence Notice in a conspicuous place at the Licensee's registered offices.
- 22.5 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.
- 22.6 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 2 - 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 3: FORM OF OFFER AND ACCEPTANCE**

**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: \_\_\_\_\_

Full Name: \_\_\_\_\_

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 4: 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 10% 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 favour 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 50 % (50 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 \_\_\_\_\_ 2024

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 5% (Five) of the Peak Funding or 10% (Ten) 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 5: CURRICULUM VITAE OF KEY PERSONNEL**

<p><b>Botswana Communications Regulatory Authority</b></p>	<p><b>CURRICULUM VITAE OF KEY PERSONNEL</b></p>		
<p><b>Name:</b>  <b>Profession:</b>  <b>Current Position:</b>  <u><b>Qualification and Experience:</b></u>   <u><b>Education:</b></u>   <u><b>Professional Membership:</b></u>   <u><b>Experience Record:</b></u>    <u><b>Languages:</b></u>   <b>Certification:</b></p>		<p><b>Date of Birth:</b>  <b>Nationality:</b>  <b>Years with the firm:</b></p>	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.</p>			
<p>_____</p> <p><i>[Signature of the team member]</i></p>		<p><b>Date:</b> _____</p>	

## ANNEXURE 6: CERTIFICATE OF AUTHORITY OF SIGNATORY

<b>BOCRA</b>	<b>APPLICATION RETURNABLE DOCUMENTS</b>	<b>CERTIFICATE OF AUTHORITY OF SIGNATORY</b>
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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.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>COMPANY</b>	<b>PARTNERSHIP</b>	<b>JOINT VENTURE</b>	<b>SOLE PROPRIETOR</b>	<b>OTHER</b>

### 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.

<b>NAME</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>

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 7: DECLARATION OF BENEFICIAL OWNERS**

<b>BOCRA</b>	<b>APPLICATION RETURNABLE DOCUMENT</b>	<b>DECLARATION OF BENEFICIAL OWNERS</b>
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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)

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

	<b>SHAREHOLDER'S NAME</b>	<b>NATIONALITY</b>	<b>PERCENTAGE OF SHAREHOLDING</b>
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 because 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 8: 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:** \_\_\_\_\_

## ANNEXURE 9 – 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./km <sup>2</sup>	
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./km <sup>2</sup>	
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

