Form M

*(reg. 96(1))*

Declaration of Beneficial Owners

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| **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:   1. **citizen Contractor:** a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Botswana; 2. **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; 3. **beneficial Owner:** means a natural person, who directly or indirectly through any contract, arrangement, understanding, relationship or otherwise –   (i) in relation to an incorporated body, ultimately owns or has a controlling ownership or exercises ultimate effective control through positions held in the incorporated body or is the ultimate beneficiary of a share or other securities in the body corporate,  (ii) in relation to a trust or other legal arrangement, is the settlor, trustee or ultimate beneficiary of the trust or legal arrangement or has the power, alone or jointly with another person or with the consent of another person, to –   * dispose of, advance, lend, invest, pay or apply trust property or property of the legal arrangement, * vary or terminate the trust or legal arrangement, * add or remove a person as a beneficiary or to or from a class of beneficiaries, * appoint or remove a trustee or give another person control over the trust or legal arrangement, or * direct, withhold consent or to overrule the exercise of a power referred to in subparagraphs (i) – (iv),   (iii) is the ultimate beneficiary of proceeds of a life insurance policy or other related investment services when an insured event covered by the policy occurs, or  (iv) a transaction is conducted on his or her behalf;   1. **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 2. **owned:** Having all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest or shareholding as demonstrated by an examination of the substance as well as the form of ownership arrangements.   4. The company operates banking and savings accounts, and the only authorised signatories are:  i.………………………………………………………………………………………………………………….  (Bank name and name of signatory) (Omang No. /Passport)  ii.………………………………………………………………………………………………………………….  (Bank name and name of signatory) (Omang No. /Passport)  ii.………………………………………………………………………………………………………………….  (Bank name and name of signatory) (Omang No. /Passport)  iv.………………………………………………………………………………………………………………….  (Bank name and name of signatory) (Omang No. /Passport)  5.I hereby provide a current list of beneficial owners for the company/partnership/society/joint venture/ private foundation/statutory body, or any other (please specify) ...................................   |  |  |  |  |  | | --- | --- | --- | --- | --- | |  | **List of beneficial owners** | **Capacity in company** | **Nationality** | **Percentage** | | 1 |  |  |  |  | | 2 |  |  |  |  | | 3 |  |  |  |  | | 4 |  |  |  |  | | 5 |  |  |  |  | | 6 |  |  |  |  |   6. Undertakings:  The tenderer confirms that it is a citizen contractor and undertakes to remain a citizen contractor for the duration of the contract. I acknowledge that if after the award of this tender any of these declarations are found to be false then any contract(s) between ourselves and the procuring entity shall be terminated immediately and we may be barred from future tendering for Government services and liable to possible prosecution.  7. Sanctions relating to reserved treatment:  Any changes in ownership or control which violate the definition of a citizen contractor shall be sufficient reason for the procuring entity to terminate the contract.  8. All the beneficial owners, partners/directors/shareholders and Administrators of …………………………………………………………………… (name of company) have read this declaration and agree to its contents:   1. 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 2. I understand and declare that each matter here deposed to is essential for the tender validity of ………………………………………. (name of company)   **NB:** The procuring entity reserves the right to confirm the authenticity of the information provided above.  THUS SIGNED AND SWORN TO BEFORE ME COMMISSIONER OF OATHS AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ON THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_, AT \_\_\_\_AM / PM, THE DEPONENT HAVING ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS DECLARATION AND THAT IT IS BINDING ON HIS CONSCIENCE.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  COMMISSIONER OF OATHS  CAPACITY: |
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