

REPUBLIC OF BOTSWANA



GOVERNMENT GAZETTE

Vol. XXXVI, No. 23

GABORONE

30th April, 1998

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Government Notice No. 122 of 1998

CONSTITUTION OF BOTSWANA

Acting Appointment — Director of Public Service Management

IN EXERCISE of the powers conferred on His Excellency the President by section 112 of the Constitution —

MATHIAS CHAKALISA

has been appointed to act as Director of Public Service Management from 4th to 5th May, 1998.

DATED this 23rd day of April, 1998.

E.W.M.J. LEGWAILA,
*Permanent Secretary to the President,
Office of the President.*

Government Notice No. 123 of 1998

CONSTITUTION OF BOTSWANA

**Acting Appointment — Secretary for Budget Administration,
Ministry of Finance and Development Planning**

IN EXERCISE of the powers conferred on His Excellency the President by section 112 of the Constitution —

EDWIN MOTHATA KELOBANG

has been appointed to act as Secretary for Budget Administration, Ministry of Finance and Development Planning from 19th to 25th April, 1998.

DATED this 21st day of April, 1998.

E.W.M.J. LEGWAILA,
*Permanent Secretary to the President,
Office of the President.*

Government Notice No. 124 of 1998

CONSTITUTION OF BOTSWANA

**Acting Appointment — Permanent Secretary,
Ministry of Labour and Home Affairs**

IN EXERCISE of the powers conferred on His Excellency the President by section 112 of the Constitution —

TSHISIMOGO MASISI LEKAUKAU

has been appointed to act as Permanent Secretary, Ministry of Labour and Home Affairs from 14th to 16th April and from 20th to 26th April, 1998 respectively.

DATED this 17th day of April, 1998.

L. MOTHIBATSELA,
*Acting Permanent Secretary to the President,
Office of the President.*

Government Notice No. 125 of 1998

CONSTITUTION OF BOTSWANA

**Acting Appointment — Permanent Secretary,
Ministry of Works, Transport and Communications**

IN EXERCISE of the powers conferred on His Excellency the President by section 112 of the Constitution —

KELEBONE SKELEMANI

has been appointed to act as Permanent Secretary, Ministry of Works, Transport and Communications from 18th to 24th April, 1998.

DATED this 21st day of April, 1998.

E.W.M.J. LEGWAILA,
*Permanent Secretary to the President,
Office of the President.*

Government Notice No. 126 of 1998

CHANGE OF NAME ACT
(Cap. 15:02)

Application for Authorisation of Change of Surname

IN PURSUANCE of the provisions of section 4 (2) of the Change of Name Act, notice is hereby given that applications have been made to the Minister of Labour and Home Affairs by each of the persons listed hereunder for the Minister's authority to assume the surnames specified in relation to their names and addresses.

Any person who objects to any or all of the applications may notify the Minister of such objection and the grounds thereof within 30 days of the publication of this notice.

<i>Name and Address</i>	<i>Proposed Surname</i>	<i>Reasons given for wishing to assume proposed Surname</i>
Aratwa Motlalepula Molwane, P.O. Box 20093, Gaborone.	Ramagapu	Molwane is her father's surname. Ramagapu is her mother's maiden name. Parents were not married.
Moffat Phike, Private Bag 60300, Gaborone.	Kethobile	Phike is his maternal grandfather. Kethobile is his father's name. Parents are not married.
Azariel Rakwadi, P.O. Box 897, Selebi-Phikwe.	Malatlhela	Rakwadi is his stepfather's surname. Malatlhela is his mother's maiden name. Parents are not married.
Boitshepho Michael Ntebang, P.O. Box 41431, Gaborone.	Moalosi	Ntebang is his mother's maiden name. Moalosi is his father's surname. Parents are not married.
Ronald Picasso Basson, P.O. Box 790, Gaborone.	Fortune	Basson is his stepfather's surname. Fortune is his biological father's surname. Parents are not married.
Patrick Andrew Sibanda, P.O. Box 343, Serowe.	Jansen	Sibanda is his stepfather's surname. Jansen is his mother's maiden name. He was not adopted by Mr Sibanda.

DATED this 7th day of April, 1998.

C.V. SERETSE,
*for Registrar of Civil Registration,
Ministry of Labour and Home Affairs.*

Government Notice No. 127 of 1998

CHANGE OF NAME ACT
(Cap. 15:02)

Authorisation of Change of Surname

IN ACCORDANCE with section 2 (1) as read with section 4 (3) of the Change of Name Act, the Minister of Labour and Home Affairs hereby authorises the person whose names and address are specified hereunder to assume the surname specified opposite their name and address.

Name and Address

Stephen Masake,
P.O. Box 320,
Orapa.

Surname

Baipidi

DATED this 9th day of April, 1998.

C.V. SERETSE,
*for Registrar of Civil Registration,
Ministry of Labour and Home Affairs.*

Government Notice No. 128 of 1998

BRANDING OF CATTLE ACT
(Cap. 36:02)

Directory of Registered AC Brands and Brands in the Name of National Development Bank

IN ACCORDANCE with section 18(2) of the Branding of Cattle Act, the Registrar of Brands has caused to be prepared and hereby published the following directory containing all registered AC brands and brands registered in the name of the National Development Bank as of 1st January, 1998

<i>BRAND</i>	<i>NAME IN WHICH REGISTERED</i>
7 A C 6	Botswana Cooperative Bank
5 A C 5	Standard Chartered Bank
3 A C 3	National Development Bank
2 A C 2	National Development Bank
7 A C 7	Barclays Bank Limited
1 A C 2	Ministry of Agriculture
N 6 O	National Development Bank

DATED this 21st Day of April, 1998.

M. PHALALO,
Registrar of Brands.

L2/7/30

Government Notice No. 129 of 1998

CHANGE OF NAME ACT
(Cap. 15:06)

Corrigendum

IN GOVERNMENT NOTICE No. 50 of 1998 which appears at page 387 of Government Gazette Vol. XXXVI, No.9 dated 20th February, 1998, substitute for the words "Gwere is her mother's surname. Simon is her father's surname," which appear therein, the words "Gwere is her father's surname. Simon is her mother's surname."

L2/7/105 XXXIII

Government Notice No. 130 of 1998

WATER ACT
(Cap.34.01)
(Cap. 34.01 SUB LEG)

Application for Water Rights

IN ACCORDANCE with the provisions of regulation 12 of the Water Regulations, notice is hereby given that the applications set out in the schedule for the Grant of Water Right have been made to the Water Apportionment Board in respect of which the application is set forth:—

- (a) The name and address of the applicant
- (b) The location of the place in respect of which application is made
- (c) The nature of the right sought and whether it is desired to be declared appurtenant to any land

Any objection to the grant of the right applied for must be lodged with the Secretary, Water Apportionment Board at Private Bag 0029, Gaborone within thirty (30) days of the publication of this notice and shall state:—

- (a). The name and address of the objector
- (b). The matter to which objection is made
- (c). The grounds of the objection
- (d). The interests of the objector
- (e). Whether the objector wishes to be heard by the Board

SCHEDULE

1. (a) O. B. E. Mokelebela, P O Box 920, Mahalapye.
(b) River Draw-off - Mahalapye river at Masokwane
(c) 60m³ per day for irrigation use.
2. (a) B. Ramohube, P. O. Box 138, Sefhare.
(b) Open Well at Lolwane
(c) 12m³ per day for domestic and minor irrigation use.
3. (a) M. Mohinda, P. O. Box 166, Maun.
(b) Open Well at Mokgalo.
(c) 9,1m³ per day for domestic use.

4. (a) Moelenyane Syndicate, P. O. Box 90, Sehitwa
(b) Open Well at Bodibeng.
(c) 9,1m³ per day for domestic use.
5. (a) Popagano Syndicate, P. O. Box 1, Sehitwa.
(b) Open Well at Xhautshaa
(c) 9,1m³ per day for domestic use.
6. (a) E. Keipidile, Private Bag 01, Molepolole.
(b) Borehole No. 3352 at Ntloedibe
(c) 18,2m³ per day for domestic use.
7. (a) Itani G. Molefe & Utlwang Othusitse, P. O. Box 211, Mathangwane.
(b) Borehole No. Z8316 at Seetswane/Tonota
(c) 18,2m³ per day for domestic use.
8. (a) Pidimane Dam Group, P. O. Box 240, Palapye.
(b) Haffir Dam at Pidimane
(c) Conservation of flood-flow for domestic use.
9. (a) Tshwaragano Dam Group, P. O. Box 240, Palapye.
(b) Haffir Dam at Seralane/Moiyabana
(c) Conservation of flood-flow for domestic use.
10. (a) Kedikilwe Dam Group, P. O. Box 240, Palapye.
(b) Haffir Dam at Moiyabana
(c) Conservation of flood-flow for domestic use.
11. (a) Dikhukhung Village Development Committee, P. O. Box 44, Sedibeng.
(b) Haffir Dam at Dikhukhung
(c) Conservation of flood-flow for domestic use.
12. (a) Ikanape Syndicate, P O Box 58, Sehitwa
(b) Open Well at Mapute
(c) 9,1m³ per day for domestic use.
13. (a) Setshego Syndicate Group, P. O. Box 183, Bokaa
(b) Haffir Dam at Setshego
(c) Conservation of flood-flow for domestic use.
14. (a) Dithokwe Maralana Dam Syndicate, P O Box 385, Mochudi.
(b) Haffir Dam at Dithokwe
(c) Conservation of flood-flow for domestic use.
15. (a) J. K. Lorekang, Private Bag 1, Middlepits.
(b) Borehole No. 135 at Stellerines
(c) 18,2m³ per day for domestic use.
16. (a) K. Santsoma, P O Box 187, Shoshong.
(b) Borehole No. Z8342 at Phatse
(c) 18,2m³ per day for domestic use.
17. (a) J. Olyn, P. O. Box 57, Middlepits
(b) Borehole No. Z8078 at Witdam
(c) 18,2m³ per day for domestic use.
18. (a) G. Manowe, P O Box 815, Francistown
(b) River Draw-Off at Motloutse River at Motloutse
(c) 50m³ per day for irrigation use.
19. (a) P. Mmusi, P. O. Box 137, Jwaneng.
(b) Borehole No. Z8335 at Dithobane
(c) 126m³ per day for irrigation use.

20. (a) T. Leburu, P. O. Box 29, Tshane.
(b) Borehole No. Z7257 at Tshane
(c) 18,2m³ per day for domestic use.
21. (a) M. B. Mfetane, P. O. Box 50849, Gaborone
(b) Borehole NO. 3516 at Mabalane
(c) 18,2m³ per day for domestic use.
22. (a) Kasoona Syndicate, P O Box 20575, Maun
(b) Open Well at Xonxa
(c) 9,1m³ per day for domestic use.
23. (a) K. Seikanelo, P O Box 8, Kanye
(b) Borehole No. Z4731 at Mosilabetsane
(c) 18,2m³ per day for domestic use.
24. (a) N. E. Mmoke, P O Box 4, Pilikwe
(b) Borehole No. Z8415 at Semabye
(c) 30m³ per day for domestic and irrigation use.
25. (a) A. Sekwakwa, Private Bag 39, Seleka
(b) Borehole No. Z8434 at Mowaneng/Mosophane
(c) 18,2m³ per day for domestic use.
26. (a) Kazapa Syndicate, P O Box 65, Sehitwa
(b) Open Well at Thololamoro
(c) 18,2m³ per day for domestic use.
27. (a) R. Mbish, P O Box 9, Ghanzi
(b) Borehole No. Z4555 on farm 157 NK - Ghanzi District
(c) 18,2m³ per day for domestic use.
28. (a) T. G. G. Seeletso, P O Box 1617, Gaborone
(b) Borehole No. Z4872 at Tshimoyapula
(c) 18,2m³ per day for domestic use.
29. (a) Maria Kamboer & Family, Private Bag M/5, Middlepits
(b) Borehole No. Z8398 at Vaalhoek
(c) 18,2m³ per day for domestic use.
30. (a) B. Kontle, P. O. Box 77, Thamaga
(b) Borehole No. 5876 at Ditlhakane
(c) 50m³ per day for irrigation use.
31. (a) Makgaranyane Syndicate, P.O. Box 25, Dutlwe
(b) Borehole No. 2917 at Dutlwe/Takatokwane
(c) 18,2m³ per day for domestic use.
32. (a) K. Khumo, P.O. Box 132, Tonota
(b) Open Well at Mookane
(c) 9,1m³ per day for domestic use.

DATED this 23rd day of April, 1998.

S.G. SOKWANE,
Secretary,
Water Apportionment Board.

PUBLIC NOTICES

Republic of Botswana — Tender No. TB 9/4/54/98-99 (Nominated Sub-Contractor)

NALEDI SENIOR SECONDARY SCHOOL HVAC AND MECHANICAL SERVICES INSTALLATION

TENDERS ARE INVITED for the supply, installation, testing and commissioning of mechanical services at the above mentioned project.

Tender documents and drawings will be available on application to the Department of Electrical and Mechanical Services, (Room 28 Mechanical Design and New Works), Plot 6399-6401, Broadhurst Industrial Site, Gaborone or by post to, Private Bag 0066, Gaborone.

Tenders shall be delivered to the Director, Central Tender Board, Private Bag 0058, Gaborone, (Room 202, Ministry of Finance and Development Planning) not later than 10.00 a.m. on Wednesday 27th May, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Telegraphic, telephonic and telex tenders will not be considered.

Tenders will only be accepted from Botswana registered companies (not necessarily registered with Central Tender Board) who have successfully carried out similar installation and can provide back up service in Botswana. The evaluation criteria will include price, technical resources and past comparable experience of the firm. In this connection, tenderers are to submit with their offer, adequate details of the companies technical resources, i.e., resume of staff, details of workshop, plant, vehicles and past similar projects.

Notwithstanding anything contained in the foregoing, the Government of the Republic Botswana is not bound to accept the lowest tender or to incur any expenses in the preparation thereof or give any reasons for any decisions taken.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender No. TB 9/4/36/98-99 (Nominated Sub-Contractor)

MECHANICAL SERVICES INSTALLATION FOR BOTSWANA ACCOUNTANCY COLLEGE

TENDERS ARE INVITED for the supply, installation, testing and commissioning of mechanical services at the above mentioned project.

Tender documents and drawings will be available on application to the Department of Electrical and Mechanical Services, (Room 28 Mechanical Design and New Works), Plot 6399-6401, Broadhurst Industrial Site, Gaborone or by post to, Private Bag 0066, Gaborone.

Tenders shall be delivered to the Director, Central Tender Board, Private Bag 0058, Gaborone, (Room 202, Ministry of Finance and Development Planning) not later than 10.00 a.m. on Wednesday 3rd June, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Telegraphic, telephonic and telex tenders will not be considered.

Tenders will only be accepted from Botswana registered companies (not necessarily registered with Central Tender Board) who have successfully carried out similar installation and can provide back up service in Botswana. The evaluation criteria will include price, technical resources and past comparable experience of the firm. In this connection, tenderers are to submit with their offer, adequate details of the companies technical resources, i.e., resume of staff, details of workshop, plant, vehicles and past similar projects.

Notwithstanding anything contained in the foregoing, the Government of the Republic Botswana is not bound to accept the lowest tender or to incur any expenses in the preparation thereof or give any reasons for any decisions taken.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Republic of Botswana — Tender No. 3/4/6/97-98

SUPPLEMENTARY FURNITURE FOR OFFICE, SCHOOL AND DOMESTIC

TENDERS ARE INVITED for the supply, including delivery of refrigerators electric to the Department of Supply (Botswana Government) for a period two years.

Tenders shall be delivered to the Director, Central Tender Board, Private Bag 0058, Gaborone, Botswana – Room 202, Ministry of Finance and Development Planning, second floor not later than 10.00 hours on Wednesday 27th May, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Telegraphic, telephone, and telex tenders will not be considered. Tenders are to be submitted in duplicate.

Notwithstanding anything contained in the foregoing the Government of Botswana is not bound to accept the lowest of any tender nor to incur any expenses in the preparation thereof.

IMPORTANT NOTICE TO TENDERERS

1. Tender for the supply of above goods will be for the duration of two years
2. All tenderers must submit a copy of a valid trading license. Bids unaccompanied by licence will not be considered.
3. Instructions to tenders and general conditions must be strictly adhered to.
4. Tenderers are informed that the tabulated estimated figures are merely estimation not exactly what is going to be ordered.
5. The cost analysis column of the schedule must be completed by every tenderer otherwise the bid will be rejected.
6. Tenderers are required to submit samples/brochures of items offered clearly marked the item number and name of company to Director of Supply, Department of Supply (Purchasing Unit), P.O. Box 80, Gaborone, Plot No. 14412/14, Makgadigau Road, Gaborone West in advance of tender opening date. Tenders without samples/brochures will not be considered.
7. Schedule of quantities should bear the name of the tender/company in full (address, location, telephone and fax).
8. Prices quoted should be firm for a period of one year and all tenderers are required to indicate this in their submissions.
9. Local manufacturers are requested to enclose their valid local preference certificate or Local Procurement programme in their tender submissions.

K.K. SEMELAMELA,
for/Director,
Central Tender Board.

Ghanzi Land Board — Tender No. GLB/1/98 (Direct Contract)

SUPPLY, INSTALLATION AND COMMISSIONING OF AIR CONDITIONING INSTALLATION TO GHANZI LAND BOARD OFFICES — GHANZI

TENDERS ARE INVITED for the supply, installation, testing and commissioning of Air Conditioning Installation to Ghanzi Land Board Offices — Ghanzi.

Documents and drawings will be available at G4 Consulting Engineers, Plot 2439, Tshekedi Crescent, Gaborone.

Tenders shall be delivered to the Director, Department of Lands, Private Bag 00128, Gaborone, (Room 112, Department of Lands) not later than 10.00 a.m. on Wednesday 27th May, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Telegraphic, telephonic and telex tenders will not be considered.

Tenders will only be accepted from Botswana registered companies who have successfully carried out similar installations and can provide back up service in Botswana. The evaluation criteria will include price, technical resources and past comparable experience of the firm. In this connection, tenderers are to submit with their offer, details of workshop, plant and past similar projects.

Notwithstanding anything contained in the foregoing, Ghanzi Land Board is not bound to accept the lowest tender nor to incur any expense in the preparation thereof.

T.T. KGATLWANE,
for/Director,
Department of Lands.

Ngwaketse Land Board — Tender No. NLB/2/98 (Direct Contract)

SUPPLY, INSTALLATION AND COMMISSIONING OF AIR CONDITIONING INSTALLATION TO NGWAKETSE LAND BOARD OFFICES — KANYE

TENDERS ARE INVITED for the supply, installation, testing and commissioning of Air Conditioning Installation to Ngwaketse Land Board Offices — Kanye.

Documents and drawings will be available at G4 Consulting Engineers, Plot 2439, Tshekedi Crescent, Gaborone.

Tenders shall be delivered to the Director, Department of Lands, Private Bag 00128, Gaborone, (Room 112, Department of Lands) not later than 10.00 a.m. on Wednesday 27th May, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Telegraphic, telephonic and telex tenders will not be considered.

Tenders will only be accepted from Botswana registered companies who have successfully carried out similar installations and can provide back up service in Botswana. The evaluation criteria will include price, technical resources and past comparable experience of the firm. In this connection, tenderers are to submit with their offer, details of workshop, plant and past similar projects.

Notwithstanding anything contained in the foregoing, Ngwaketse Land Board is not bound to accepted the lowest tender nor to incur any expense in the preparation thereof.

T.T. KGATLWANE,
for/Director,
Department of Lands.

Kweneng Land Board — Tender No. KLB/2/98 (Direct Contract)

**SUPPLY, INSTALLATION AND COMMISSIONING OF
AIR CONDITIONING INSTALLATION TO KWENENG LAND BOARD OFFICES — MOLEPOLOLE**

TENDERS ARE INVITED for the supply, installation, testing and commissioning of Air Conditioning Installation to Kweneng Land Board Offices — Molepolole.

Documents and drawings will be available at G4 Consulting Engineers, Plot 2439, Tshekedi Crescent, Gaborone.

Tenders shall be delivered to the Director, Department of Lands, Private Bag 00128, Gaborone, (Room 112, Department of Lands) not later than 10.00 a.m. on Wednesday 27th May, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Telegraphic, telephonic and telex tenders will not be considered.

Tenders will only be accepted from Botswana registered companies who have successfully carried out similar installations and can provide back up service in Botswana. The evaluation criteria will include price, technical resources and past comparable experience of the firm. In this connection, tenderers are to submit with their offer, details of workshop, plant and past similar projects.

Notwithstanding anything contained in the foregoing, Kweneng Land Board is not bound to accepted the lowest tender nor to incur any expense in the preparation thereof.

T.T. KGATLWANE,
for/Director,
Department of Lands.

Tati Land Board — Tender No. TLB/1/98 (Nominated Sub-Contract)

**SUPPLY, INSTALLATION AND COMMISSIONING OF
AIR CONDITIONING INSTALLATION TO TATI LAND BOARD OFFICES — MASUNGA**

TENDERS ARE INVITED for the supply, installation, testing and commissioning of Air Conditioning Installation to Tati Land Board Offices — Masunga.

Documents and drawings will be available at G4 Consulting Engineers, Plot 2439, Tshekedi Crescent, Gaborone.

Tenders shall be delivered to the Director, Department of Lands, Private Bag 00128, Gaborone, (Room 112, Department of Lands) not later than 10.00 a.m. on Wednesday 27th May, 1998 when tenders will be opened in the presence of tenderers wishing to attend. Telegraphic, telephonic and telex tenders will not be considered.

Tenders will only be accepted from Botswana registered companies who have successfully carried out similar installations and can provide back up service in Botswana. The evaluation criteria will include price, technical resources and past comparable experience of the firm. In this connection, tenderers are to submit with their offer, details of workshop, plant and past similar projects.

Notwithstanding anything contained in the foregoing the Tati Land Board is not bound to accepted the lowest tender nor to incur any expense in the preparation thereof.

T.T. KGATLWANE,
for/Director,
Department of Lands.

**Itshokeng Cream Producers
Agricultural Management Association**

ORDER FOR LIQUIDATION

Under Section 24 of the Agricultural Management Associations Act 10, 1978 as amended Act 18, 1986.

- Whereas:* An investigation has been conducted into the working condition of the Itshokeng Cream Producers Agricultural Management Association and
- Whereas:* from the findings of the investigation, whose report was submitted to the on 6th March, 1998, I am of the opinion that the said Association ought to be dissolved.
- Now:* therefore under the powers conferred on me as Commissioner for Co-operative Development and Agricultural Management Associations by Section 24 (1) of Agricultural Management Associations Act 10, 1978 as amended Act 18, 1986, I hereby order the liquidation of Itshokeng Cream Producers Agricultural management association.
- Appeal:* from this order may be made by any member of the said Association to the Minister of Agriculture within six weeks from the date of this order whose decision shall be final. Where no appeal is presented within this period this order shall take effect on expiry of the period. Where an appeal is presented within six weeks, the order shall not take effect until it is confirmed by the Minister.

MADE at Gaborone this 7th day of April, 1998.

A.M. BABEDI,
*Acting Commissioner for Co-operative Development
and Agricultural Management Associations.*

**Thamalakane Dairy
Agricultural Management Association**

ORDER FOR LIQUIDATION

Under Section 24 of the Agricultural Management Associations Act 10, 1978 as amended Act 18, 1986.

- Whereas:* An investigation has been conducted into the working condition of the Thamalakane Dairy Agricultural Management Association and
- Whereas:* from the findings of the investigation, whose report was submitted to the on 6th March, 1998, I am of the opinion that the said Association ought to be dissolved.
- Now:* therefore under the powers conferred on me as Commissioner for Co-operative Development and Agricultural Management Associations by Section 24 (1) of Agricultural Management Associations Act 10, 1978 as amended Act 18, 1986, I hereby order the liquidation of Itshokeng Cream Producers Agricultural management association.
- Appeal:* from this order may be made by any member of the said Association to the Minister of Agriculture within six weeks from the date of this order whose decision shall be final. Where no appeal is presented within this period this order shall take effect on expiry of the period. Where an appeal is presented within six weeks, the order shall not take effect until it is confirmed by the Minister.

MADE at Gaborone this 7th day of April, 1998.

A.M. BABEDI,
*Acting Commissioner for Co-operative Development
and Agricultural Management Associations.*

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1171/97

In the matter between:

GABRIEL GADZANI KOMBONI
and
PATRICK MASIMOLOLE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court the following will be sold by public auction by Deputy Sheriff Edward Leepile to the highest bidder as follows:

DATE OF SALE: 22nd May, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 4 piece sofas, 3 piece room divider, TV set (74cm), VCR, display cabinet, Triad TV set, Blaupunkt stereo and 2 speakers, 2 coffee table, sideboard, table and chair, floor mat, electric fridge, bedroom suite, base bed and mattress, wall clock.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 16th day of April, 1998.

KOMBONI & ASSOCIATES, *Plaintiff's Attorneys*, Plot 4702, Independence Avenue,
Private Bag BO 17, Gaborone.

**IN THE FIRST CLASS SUBORDINATE COURT
HELD AT LOBATSE**

Case No. LAF 20/93

In the matter between:

EDNAH SENTSHO
and
GOITSEMANG M. SAMACHANA

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that a sale in execution will take place pursuant to a judgment of the above Honourable Court on the 8th day of December, 1993, the following will be sold by public auction:

DATE OF SALE: 15th May, 1998
TIME: 9.00 hours
PLACE: Magistrate Court Broadhurst
GOODS TO BE SOLD: 1 CD player/Cassette
 4 piece sofas
DEPUTY SHERIFF: O.J. Setlhare
TERMS: Cash or bank guaranteed cheque.

DATED at Gaborone on this 20th day of April, 1998.

DEPUTY SHERIFF, Magistrate Court, Broudhurst,
GABORONE, Telephone: 356352.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GABORONE
HELD AT GABORONE

Case No. G 1233/94

In the matter between:

STEPHANIE FRANSCH
and
SALIM PANDOR

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court the following will be sold by auction by Deputy Sheriff Moyo to the highest bidder as follows:

DATE OF SALE: 30th May, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 3 piece sofas
 1 coffee table
 1 x 1 double door fridge
 1 x 1 TV combined with video machine
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 14th day of April, 1998.

MINCHIN & KELLY (BOTSWANA) *Plaintiff's Attorneys*, Plot 688, Khwai Road,
P.O. Box 1339, GABORONE.

IN THE FIRST CLASS SUBORDINATE COURT
HELD AT GABORONE

Case No. G3578/97

In the matter between:

RAMOTHUDI LEKGOWE
and
MOTLHATLHOBI BADISANE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that a sale in execution will take place pursuant to a judgment of the above Honourable Court on the 15th day of December, 1998.

DATE OF SALE: 15th May, 1998
TIME: 9.00 hours
PLACE: Magistrate Court Broadhurst
GOODS TO BE SOLD: 1 room divider and
 1 radio
DEPUTY SHERIFF: O.J. Setlhare (356352)
TERMS: Cash or bank guaranteed cheque.

R. LEKGOWE, *Plaintiff*.

Gaborone City Council — Tender No. GCC/8/98**ELECTRICAL SECTION****SUPPLY OF ELECTRICAL SPARES**

TENDERS ARE INVITED by Gaborone City Council for the supply of electrical spares. Details relating to this tender, including form of tender, may be obtained from Room 65, Civic Centre during normal working hours, or on application to the City Clerk, Private Bag 0089, Gaborone.

Tenders in plain sealed envelopes marked "Tender No. GCC/8/98 — Supply of Electrical Spares" shall be hand delivered to Room 66, Civic Centre, or sent to reach the office of the City Clerk not later than 3.00 p.m. on Monday 1st June, 1998 when tenders will be opened in the presence of tenderers who may wish to attend.

Council does not bind itself to accept the lowest or any tender, nor to assign any reason thereof.

D.B. KANGWA,
for/City Clerk.

Second Publication

Gaborone City Council — Tender No. GCC/9/98**ELECTRICAL SECTION****AIR-CONDITIONERS SERVICE CONTRACT**

TENDERS ARE INVITED by Gaborone City Council for Air-Conditioners Service Contract. Details relating to this tender, including form of tender, may be obtained from Room 65, Civic Centre during normal working hours, or on application to the City Clerk, Private Bag 0089, Gaborone.

Tenders in plain sealed envelopes marked "Tender No. GCC/9/98 — Air-Conditioners Service Contract" shall be hand delivered to Room 66, Civic Centre, or sent to reach the office of the City Clerk not later than 3.00 p.m. on Monday 1st June, 1998 when tenders will be opened in the presence of tenderers who may wish to attend.

Council does not bind itself to accept the lowest or any tender, nor to assign any reason thereof.

D.B. KANGWA,
for/City Clerk.

Second Publication

Kgalagadi Land Board — Tender No. KLB 1 of 1998**STAFF HOUSES**

TENDERS ARE INVITED from Building Contractors registered with Ministry of Local Government, Land and Housing to erect staff houses at the following sites within Kgalagadi Land Board.

Tender No. 1.1 (Category 1-2 Contractors do not qualify)

2 No. Standard LA2 Houses at Tsabong

Tender No. 1.2 (Category 1-2 Contractors do not qualify)

2 No. Standard LA2 Houses at Tsabong

Tender details and specifications on requirements to execute the works may be collected upon payment of a non-refundable fee of P 20.00 per tender from Buildings Department (Tsabong Land Board) from 21st April, 1998. Contractors are advised to visit and familiarise with the sites before tendering.

Sealed envelopes clearly marked "Tender No. KLB 1 of 98 — Staff Houses" should reach the Board Secretary's office on or before 10.00 a.m. on the 12th May, 1998 after which tenders will be opened immediately and all tenderers are invited to attend the opening.

Kgalagadi Land Board is not bound to accept the lowest or any tender nor to provide reasons for accepting nor rejecting any tender. The Land Board shall not be responsible for any cost incurred in the preparation of the tender.

Tenders sent by telephone or fax will not be accepted.

Tenders should be addressed to: The Board Secretary, Kgalagadi Land Board, Private Bag 004, Tsabong.

O.K. MAFALA,
for/Board Secretary.

Second Publication

North East District Council — Tender No. NE/6/98

**SUPPLY OF PRIMARY SCHOOLS SCIENCE EQUIPMENT, PUPIL AND CLASS
CONSUMABLES, ADMINISTRATION MATERIALS AND NEEDLE WORK MATERIALS**

NORTH EAST DISTRICT COUNCIL invites tenders for the supply and delivery of Science Equipment, Pupils and Class Consumables, Administration Materials and Needle Work Materials.

Tender documents are obtainable from the office of the Senior Education Secretary in Masunga at a non-refundable fee of P40.00.

Complete tenders should be submitted in a plain sealed envelope (i.e. without bearing the name of the company nor its emblem) clearly marked "Tender No. NE/6/98 — Supply of Primary School Science Equipment, Pupil and Class Consumables, Administration Materials and Needlework Materials" to: The Council Secretary, North East District Council, Private Bag 004, Masunga.

TENDER ARE STRICTLY REQUESTED TO ADHERE TO THE FOLLOWING:-

- (a) All prices should be in Botswana currency.
- (b) Should state expected date of delivery.
- (c) All items should be delivered to Council Supplies Stores in Masunga within sixty (60) days from the date of the official order.
- (d) Items should be packed in schools lot.
- (e) Telegraphic, telefax or telephonic tenders will not be considered.
- (f) Should provide samples.
- (g) Should provide subtotals and grand total costs.

Tenders should reach the office of the Council Secretary on or before the 14th May, 1998 at 10.00 a.m. and the opening shall commence immediately after closing of tenders.

North East District Council does not bind itself to accept the lowest bidder nor is assign itself to give reasons for any rejection.

E. MARGUSON,
for/Council Secretary.

Second Publication

North West District Council — Tender No. NW/R/1/98

GRAVELLING OF ROADS

TENDERS ARE INVITED by the North West District Council from locally registered Civil Contractors with a traceable reference of experience in road construction and/or registered with Tender Board as road contractors.

The project involves gravelling of roads at the following places:

<i>Name of road</i>	<i>Distance involved (kms)</i>
1. Kareng — Makakung	10
2. Maltapaneng — Boseja	12
3. Semboyo — Tsau	18
4. Gudiqwa — Beetsha	26
5. Nokaneng — Qanqwa	10
6. Kachikau — Satau	17
7. Lesoma — to Main road junction	3

The tender documents will be available and could be obtained from Room 117, Council Offices at Maun RAC Offices during normal working hours on payment of a non-refundable fee of P50.00 as from 28th April, 1998 to 3rd June, 1998.

Tenders should be submitted in plain sealed envelope marked "Tender No. NW/R/1/98 — Graveling of Roads" to reach the Council Secretary, North West District Council, Private Bag 001, Maun not later than 9.00 hours on Friday 5th June, 1998.

Tenders shall be opened at 9.00 a.m. the same day and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor assign any reason thereof.

J. MUSONDA,
for/Council Secretary.

Second Publication

Jwaneng Town Council — Tender Notice No. JTC/W2/T/98

SUPPLY OF COUNCIL VEHICLES

JWANENG TOWN COUNCIL invites tenderers for supply of listed motor vehicles listed below:

- A. Supply two 4 x 2 light vehicles (pick-up) powered by petrol engine 5 speed floor shift gear with the following extras:-
 - Rear step up bumper
 - Alarm/Immobilizer
 - Licencing and registration
- B. Supply two 4 x 2 light vehicles (pick-up) powered by petrol engine 5 speed floor shift with the following extras:-
 - Steel canopies
 - Rear step up bumper
 - Alarm/Immobilizer
 - Licencing and registration
- C. Supply one 4 x 4 light vehicles (pick-up) powered by petrol engine 5 speed floor shift gear with the following extras:-
 - Steel canopies
 - Front bull bar
 - Rear bumper with tow ball joint
 - Alarm/Immobilizer
 - Power steering
 - Licencing and registration
 - Tow hinge
 - Rotaling/Amp
- D. Supply one 4 x 4 light vehicles (pick-up) powered by petrol engine 5 speed floor shift gear with the following extras:-
 - Steel canopy
 - Front bull bar
 - Rear bumper with tow ball joint
 - Alarm/Immobilizer
 - Power steering
 - Licencing and registration
 - Tow Hinge
- E. Supply one 4 x 2-3 ton truck powered by diesel engine (4 cylinder) four, 5 speed floor shift gear with the following extras:-
 - Rear step up bumper
 - Front Bumper
 - Rear double wheel
 - Tyre Sizes 650 x 16 (10 ply)

- Crane, Hydraulic (2.5 ton)
 - Rotating lamp
 - Licencing and registration
- F. Supply one 4 x 2 Ambulance Combi powered by petrol engine (4 cylinders) with the following extras:-
- Front bumper
 - Rear bumper
 - Front (on) cap hazard lamps.
 - Oxygen cylinder with gauge 2.15kg with tubings.
 - Resuscitation machine.
 - Drip supporters
 - Fan — Oxygen (upper floor)
 - Emergency kits
 - Movable coach
 - Emergency bell
 - Movable lamp
 - (Small Hand) washing basin
 - To cap rotating fan
 - Fire Extinguisher (Small 6.5kg)
 - Licencing and registration
- G. Supply one 4 x 2 tractor powered by 4 cylinders diesel engine with the following extras:-
- Drivers Shelter
 - Front Weights
 - Power Steering
 - Tyres 750 x 16 Front
 - Tyres 16.9.30 Rear
 - Lifting Links

Brochures and specifications are to be provided. Maintenance backing will be an advantage. Tenders for consideration should be submitted in sealed envelopes marked "Tender No. JTC/W2/T/98 — Supply of Council Vehicles" addressed to the Town Clerk, Jwaneng Town Council, Private Bag 01, Jwaneng not later than 12.00 p.m. on the 29th May, 1998 and will be opened on the same day at 1400 hours in Conference Room No. 1 of Civic Centre in the presence of the tenderers who may wish to attend. Telephone and faxes, e-mail tenders will not be considered.

The Council does not bind itself to accept the lowest nor any tender nor assign any reason thereof. Enquires may be directed to: The Town Engineer, Jwaneng Town Council, Private Bag 01, Jwaneng.

S.K. BASIMWAKI,
for Town Clerk.

Second Publication

Jwaneng Town Council — Tender Notice No. JTC/W3/SEW/98

DESLUDGING CLEANING AND REPAIR OF LINING OF SEWAGE PONDS — JWANENG

JWANENG TOWN COUNCIL invites tenders from experienced Civil Engineering contractors registered with Ministry of Local Government Land and Housing and/or Central Tender Board to desludge and clean two (2) Anaerobic ponds at the council sewage ponds also to carry out some repair works to one (1) secondary ponds lining and embankment.

There will be a mandatory site visit so that the prospective tenderers are aware of the scope of works. The site visit will commence on 29th and 30th April, 1998 and 5th and 7th May, 1998. Tenders which will have no site visit certificate will not be considered.

Tender documents can be collected from the office of the Town Engineer, Jwaneng Town Council between 24th April, 1998 and 29th May, 1998 during working hours on payment of a non-refundable fee of fifty pula (P50.00).

Completed tenders shall be submitted in plain sealed envelope clearly marked "Tender No. JTC/W3/SEW/98 — Desludging, Cleaning and Repair of Lining of Sewage Ponds" to the Town Clerk, Jwaneng Town Council,

Private Bag 01, Jwaneng, not later than 12.00 hours on the 29th May, 1998.

Tenders will be opened on the same day at 14.00 hours in the Jwaneng Civic Centre, Conference Room 1 and tenderers wishing to attend may do so.

Jwaneng Town Council does not bind itself to accept the lowest or any nor give reason for not accepting any tender nor incur any expense in the preparation thereof.

S.K. BASIMWAKI,
for/Town Clerk.

Second Publication

Jwaneng Town Council — Tender Notice No. JTC/W4/SEW/98

SEWAGE PUMPS AND SPARES — JWANENG

JWANENG TOWN COUNCIL invites tenders for the supply of Flygt Sewage Pumps and Spares.

Tender documents can be collected from the office of the Town Engineer, Jwaneng Town Council between 24th April and 29th May, 1998 during working hours on payment of non-refundable fee of twenty Pula (20) only.

Completed tenders shall be submitted in plain sealed envelope clearly marked "Tender No. JTC/W4/SEW/98 — Sewage Pumps and Spares", to Town Clerk, Jwaneng Town Council, Private Bag 01, Jwaneng not later than 12.00 hours on 29th May, 1998.

Tenders will be opened on the same day at 14.00 hours in the Jwaneng Civic Centre, Conference Room 1 and tenderers wishing to attend may do so.

Jwaneng Town Council does not bind itself to accept the lowest or any tender nor give reason for not accepting any tender nor incur any expense in the preparation thereof.

S.K. BASIMWAKI,
for/Town Clerk.

Second Publication

Southern District Council — Tender No. SDC/9/98

**CONSTRUCTION OF EXTERNAL WORKS AND SUPPLY
AND INSTALLATION OF EQUIPMENT TO THE NEW COUNCIL WATER
DEPARTMENT BUILDING IN KANYE**

The SOUTHERN DISTRICT COUNCIL is inviting tenders for the following works for its new Water Department buildings in Kanye:

- | | |
|-------------------|---------------------------------------|
| <i>Package 1:</i> | Construction of external works |
| <i>Package 2:</i> | Supply and installation of equipment. |

Tenderers may tender for one or both packages. However only contractors registered at category 3 and above by the Ministry of Local Government, Lands and Housing and/or Central Tender Board will be allowed to tender for external works package. Such tenders must be submitted with a copy of a valid registration certificate. Companies tendering for Package 2 only need not be registered as contractors. In both cases preference will be given to those contractors/suppliers with proven experience in similar work.

Tender documents may be obtained from Works Department, Southern District Council, Kanye on payment of a non-refundable fee of P50 at the Council Revenue Office within the Rural Administration Centre.

Tenders should be submitted in plain sealed envelopes clearly marked "Tender No. SDC/9/98 — Construction of External Works and Supply and Installation of Equipment to the New Council Water Department Buildings in Kanye" and addressed to the Council Secretary, Southern District Council, Private Bag 002, Kanye, so as to reach his Office not later than 9.00 hours, 19th May, 1998. Tenders may also be delivered sealed and marked as above to the Personal Assistant to the Council Secretary, Office number 020 at the Rural Administration Centre in Kanye. The tenders will be opened in public in the Council Chamber soon after the closing time. Companies who have submitted a tender may attend the tender opening if they so wish.

The Southern District Council is not bound to accept the lowest or any tender, nor to provide reasons for accepting or rejecting any tender. The Council shall not be responsible for any costs incurred in the preparation of the tender.

Tenders sent by telephone, telex, facsimile or submitted after the above date and time will not be considered.

A. M. CHIKAHA,
for/Council Secretary.

Second Publication

Southern District Council — Tender No. SDC/CTU/10/98

SUPPLY AND DELIVERY OF VEHICLES

The SOUTHERN DISTRICT COUNCIL invites tenders from reputable firms for the supply and delivery of the following vehicles.

ITEM ONE

Two (2) 2000cc and above saloon cars fitted with:

- (i) Air conditioner
- (ii) Seat covers
- (iii) Floor mats
- (iv) Radio tape auto reverse
- (v) Central locking system
- (vi) Crook lock

ITEM TWO

One (1) 4 x 4 1 Tonne powered by a four cylinder petrol engine fitted with the following accessories:

- (i) Standard steel canopy — fitted with shooter lock
- (ii) 150 litres reserve tank with fillers outside the canopy and fuel control valves conveniently placed inside the cab to feed directly to the engines.
- (iii) Bush guard with radiator screen
- (iv) Rear bumper

CONDITIONS

1. All vehicles shall be white in colour.
2. Prices shall be in Pula currency and held firm for at least 90 days from the date of tender opening.
3. Tenderers should indicate delivery periods of the vehicles. If any delays in delivering the vehicles should be communicated to the Council Secretary in writing for the Tender Board decision.
4. Tenders shall be submitted with all relevant data and brochures for the vehicles.
5. The vehicles should be fully registered and submitted with number plates.
6. Delivery shall be in Kanye at the Council Supplies Depot where vehicles shall be inspected for compliance with Tender Specifications.
7. The Council is not bound to accept the lowest or any tender nor supply reasons for its rejection for all or any tender.

The tenders should be submitted in plain and sealed envelopes clearly marked "Tender No. SDC/CTU/10/98 — Supply of New Vehicles", the Council Secretary, Private Bag 002, Kanye.

The tenders should reach his office not later than 9.00 hours 19th May, 1998. Tenders may also be delivered sealed, marked and addressed as above to the Personal Assistant at the Rural Administration Centre (Kanye). The tenders will be opened in public in the Council Chamber soon after the closing time and companies who have had submitted a tender may attend the tender opening.

The Council shall not be responsible for any cost incurred in the tender preparation. Tenders sent by telex or facsimile will not be considered.

A. M. CHIKAHA,
for/Council Secretary.

Second Publication

Southern District Council — Tender Notice No. SDC/EDU/13/98

SUPPLY AND DELIVERY OF PRIMARY SCHOOL MATERIALS/STATIONERY

The SOUTHERN DISTRICT COUNCIL invites tenders for the supply and delivery of School Stationery, Science Equipment, Needle Work Materials etc for Primary Schools in its three Sub Districts.

All deliveries should be made to the Southern District Council Sub Districts Headquarters warehouses, namely Kanye, Pitsane and Mabutsane.

Tenders are requested to submit samples and or brochures and prices should remain valid until all deliveries have been made. Samples or brochures should be submitted during tender submission. Any tenderer who would submit his/her samples or brochures after the closure date would not be considered for the award.

Tender documents are obtainable from the office of the Principal Education Secretary, Southern District Council (Tomela) in Kanye as from 24th April, 1998 at telephone number 340092. A non-refundable fee of P20.00 shall be charged.

Tenders should be enclosed in plain sealed envelopes addressed to the Council Secretary, Southern District Council, Private Bag 002, Kanye and boldly marked "Tender No. SDC/EDU/13/98 — Supply and Delivery of Primary School Material/Stationery".

Tenders should reach the office of the Council Secretary not later than 9.00 hours on the 19th May, 1998 time at which official tender opening shall take place at Council Chamber (RAC). Tenderers willing to attend may do so at their own expenses.

Council does not bind itself to accept the lowest or any tender or assign any reason thereof.

G.T. MOSINYI,
for/Council Secretary.

Second Publication

South East District Council — Tender No. SE/PSM/12/98

SUPPLY OF PRIMARY SCHOOL MATERIALS

TENDERS ARE INVITED by South East District Council for the supply primary school materials as follows:-

Section 4	—	Science equipment
Section 6	—	Pupils and class consumables
Section 7	—	Administration materials
Section 9	—	Additional materials

A non-refundable tender fee of P40.00 forty-Pula should be paid to Council Revenue Office.

Tenders should be submitted in (plain) sealed envelopes clearly marked "Tender No. SE/PSM/12/98 — Supply of Primary School Materials" and be addressed to: The Council Secretary, South East District Council, Private Bag 002, Ramotswa and to reach not later than 9.00 a.m. on Tuesday 12th May, 1998 and be delivered at New Council Offices.

The Official opening shall commence on the same day immediately after tender closing, in the Council Chamber at Old offices and tenderers are free to attend the opening session.

TENDERERS ARE STRONGLY REQUESTED TO ADHERE TO THE FOLLOWING CONDITIONS.

- (a) All prices should be in Botswana currency
- (b) Should state validity of tender price
- (c) State possible period of delivery
- (d) Indicate discount if any.

Any tender reflecting the name of the company on the outside of the envelope shall simply be rejected. Notwithstanding anything in the foregoing South East District Council is not bound to accept the lowest or any tender nor assign reasons for rejection or to incur any expenses in the preparation thereof.

M.N. MODISENYANE,
for/Council Secretary.

Second Publication

South East District Council — Tender No. SE/PSF/13/98

SUPPLY OF PRIMARY SCHOOL FURNITURE

TENDERS ARE INVITED by South East District Council for the supply of the below listed items:

<i>QUANTITY</i>	<i>ITEMS</i>
A. (i) 40	Pupils small chairs
(ii) 40	Pupils medium chairs
B. (i) 20	Pupils doubled trapezoid tables
(ii) 20	Pupils doubled trapezoid tables
C. 4	Visitors chairs without arms
D. 4	Teachers tables with 2 drawers
E. 4	4 drawers steel cabinets (stationery)

A non-refundable tender fee of P80.00 Eight-Pula should be paid to Council Revenue Office. Tender specifications will be obtained from the Office of Education Secretary at old Council Offices.

Tenders should be submitted in (plain) sealed envelope clearly marked "Tender No. SE/PSF13/98 — Supply of Primary School Furniture", and be addressed to: The Council Secretary, South East District Council, Private Bag 002, Ramotswa and to reach not later than 12th May, 1998 at 9.00 a.m. Tuesday and be delivered at New Council Offices.

The official tender opening shall commence on the same day immediately after tender closing, in the Council Chamber at old offices and tenderers are free to attend the opening session.

TENDERERS ARE STRONGLY REQUESTED TO ADHERE TO THE FOLLOWING CONDITIONS:-

- (a) Enclose catalogue of furniture intending to supply (not photocopies)
- (b) All prices should be in Botswana currency
- (c) Should state validity of tender price
- (d) State possible period of delivery
- (e) Indicate discount if any
- (f) Submit samples of items intending to supply.

Any tender reflecting the name of the company on the outside of the envelope shall simply be rejected. Notwithstanding, anything in the foregoing, South East District Council is not bound to accept the lowest or any tender not assign reasons for rejection or to incur any expenses in the preparation thereof.

M.N. MODISENYANE,
for/Council Secretary.

Second Publication

Ghanzi District Council — Tender No. GDC/20/98

FENCING FARMS CORRIDOR ALONG GHANZI — QABO ROAD

TENDERS ARE INVITED for fencing of farms corridor along Ghanzi — Dekar farms — Qabo road. The fence will run towards North between farms 44NK-54; 55-48; 57-145; 146; 160 NK-159 NK. Length of the corridor is 41 kilometers.

WORK TO BE DONE:

- (a) Constructing a new fence using wooden fence posts at 10m intervals, wooden strainer posts at every 500m, wooden droppers at every 2m intervals, 8 rows of strain wire and with 7 steel fence gates. All the fencing materials are to be collected at GDC Supplies Offices.
- (b) Reinforcing of existing fence by replacing all broken wooden droppers, and replacement of two fence gates.

SOIL CONDITION:

The condition of the soil along the corridor is that sandy area is around 29km and the remaining 12km is stony area.

DEBUSHING AND DISTUMPING WORK:

Half of the corridor's length is already cleared — debushed and destumped. Fencing will start at this section. The casual labourers are still debushing and destumping the remaining half of the corridor. The contractor will be requested to be patient in fencing this section as clearing goes on.

PRICE FOR FENCING:

Price for constructing the new and maintenance of the existing fence should be in unit price per kilometre, then the total price cost the whole 41km work.

Tenders are to be submitted in sealed envelopes marked "Tender No. GDC/20/98 — For Fencing Farms Corridor along Ghanzi — Qabo Road" and should be addressed to the Council Secretary, Ghanzi District Council, Private Bag 0015, Ghanzi, or delivered by hand to Council Secretaries Office before the 1st June, 1998 at 9.00 hours. Tenders are to be opened immediately after closing time. Note that there are no tender documents.

A.J. MATILYA,
for Council Secretary.

Second Publication

Ghanzi District Council — Tender No. 21 of 1998

**GRAVELLING 6KM OF ROADS FROM OLD MAMUNO TURN-OFF TO
GROOT-LAAGTE**

GHANZI DISTRICT COUNCIL invites tenders from Botswana Citizen/Registered Contractors for the gravelling of approximately 6km from old Mamuno turn-off to Groote-Laagte. Contact Chief Technical Officer for assistance.

1.0 SCOPE OF WORK

- (a) Removal of existing loose surface material and sands
- (b) Construct, reshape, water, rip and compact 6km x 7m width of carriage way
- (c) Haul gravel from pit approximately 2km away
- (d) Dump, spread, water and compact in one layer of compacted depth of 150mm
- (e) Minimum in-situ densities:
 - (i) Base 93% Mod AASHTO
 - (ii) Compaction to be done in one layer at O.M.C. + 2% and trimmed
 - (iii) Camber from the centre line to 2.5% to each shoulder, except at horizontal curves where the transition is to be 2.5% from shoulder to shoulder through curves.
 - (iv) Spoil to waste materials to be spread evenly along the sides.

2.0 INSTRUCTION TO TENDERERS**(A) Condition of Contract.**

- (i) Rates quoted shall be valid for 60 days from date of close of tender.
- (ii) Tenders should be filled in ink.
- (iii) Any arithmetical errors found in the submission shall be corrected assuming the rates quote are correct and the amount corrected accordingly for adjudication of the tenders.
- (iv) General conditions of the contract shall be as detailed in the form of agreement as appendix 1 to this document.
- (v) Contract shall be a lump sum contract. Measurements shall be made only for the purposes of interim payments.
- (vi) Non completion of tender may render the tender invalid.

3.0 TENDER DOCUMENTS

- (a) All documents to be obtained from the office of Chief Technical Officer Roads between hours of 0730 hours to 1630 hours from Monday to Friday with a fee of P20.00 payable prior to obtaining of forms.
- (b) Contractor is to be solely responsible for the supply of both construction and human consumption water necessary for the contract. Details of potential water can be obtained from the Chief Technical Officer Roads, Phone 596360.
- (c) Completed tenders should be submitted in a sealed envelope clearly marked "Tender No. 21 of 1998—Gravelling of 6km road from old Mamuno turn-off to Groot-Laagte" and should be addressed to the Council Secretary, Ghanzi District Council, Private Bag 0015, Ghanzi, and should reach the office not later than 1st June, 1998 at 0900 hours which will be official opening.
- (d) Council is not bound to accept the lowest or any tender nor give reasons of its non-acceptance.

D.S.R. BOGATSU,
for Council Secretary.

Second Publication

City of Francistown — Tender No. COF/7/98

SUPPLY, DELIVERY AND INSTALLATION OF AUTOCLAVE

TENDERS ARE INVITED by City of Francistown for supply, delivery and installation of autoclave in a new clinic with maternity wing in the city.

1. TECHNICAL SPECIFICATION OF THE MACHINE:

Rectangular chamber.
Capacity: 0.4-0.6 cubic metres.
Single door.
Operation: auto/manual.
Electric steam boiled.
Selectable cycle: 121 °C for fluids (pressure 1.2 bars)
134 °C for packs (2.2 bars).
Power source: Single or three phase A.C., frequency 50 Hz
Power supply: 8 - 15km

2. The machine must conform to South Africa Bureau of Standards or other reputable bureau of standards and there must be proof to that effect.
3. Tenders must include brochures of the product intended for supply.
4. Warranty of the machine to be supplied must be stated.
5. Price should be in Pula. It should also be stated if the price is subject to changes due to foreign exchange rates.
6. Tenders shall remain valid for a period of 90 days from the date of opening of tenders.

Tender should be submitted in a plain sealed envelope marked "Tender No. COF/7/98 — Supply, Delivery and Installation of Autoclave" to the City Clerk, Private Bag 40, Francistown, not later than 8.00 hours on Thursday the 18th June, 1998. Tenders shall be opened on the same day at 9.00 a.m. in the presence of tenderers who may wish to be present. City of Francistown does not bind itself to accept the lowest tender or any tender nor to assign reason thereof.

Dr. N.J. NNKO,
for City Clerk.

Second Publication-

City of Francistown — Tender No. COF/14/98

SUPPLY AND DELIVERY OF LINEN FOR CLINIC

TENDERS ARE INVITED by City of Francistown for supply and delivery of linen for a clinic. The items and quantities required are as follows:

ITEM	QUANTITY
1. Bed sheets, flat, size 180 x 250 cm (state colour and material)	100
2. Draw sheets, size 180 x 100 cm	65
3. Pillow cases, size 70 x 45 cm	48
4. Pillows, hollow fibre, washable	48
5. Mackintosh, size 150 x 200 cm	10
6. Mackintosh, short	48
7. Bedspread, size 180 x 240 cm (state colour and material)	40
8. Blankets, waverely, satin trimmed, size 150 x 200 cm	100
9. Night dresses, summer, medium	20
10. Night dresses, summer, large	20
11. Night dresses, winter, medium	20
12. Night dresses, winter, large	20
13. Nurses gowns, medium	4
14. Baby blankets, 90 x 120 cm	10
15. Baby nappies	50
16. Infant gowns	50
17. Baby wrappers	50
18. Baby towels	30
19. Infant vests	50
20. Mattress for pneumonia bed, plastic covered	22

CONDITIONS OF TENDER:

- Prices should be quoted in Pula and should remain firm for the period of tender validity. conditions relating to currency fluctuations should be stated if applicable.
- Tenders shall remain valid for a period of 90 days from the date of opening of tenders.
- Delivery period must be specified.

Tender should be submitted in a plain sealed envelope marked "Tender No. COF/14/98—Supply and Delivery of Linen for Clinic" to: The City Clerk, Private Bag 40, Francistown, not later than 8.00 hours on Thursday the 14th May, 1998.

Tenders shall be opened on the same day at 9 a.m. in the presence of tenderers who may wish to be present. City of Francistown does not bind itself to accept the lowest tender or any tender nor to assign reason thereof.

Dr. N.J. NNKO,
for City Clerk.

Second Publication

City of Francistown — Tender No. COF/16/98

SUPPLY AND INSTALLATION OF AIR CONDITIONERS AT PRIMARY SCHOOLS — FRANCISTOWN

TENDERS ARE INVITED by City of Francistown from experienced contractors for the supply and installation of console type air conditioners at specified primary schools in Francistown.

Tenderers are advised to visit the specified schools to familiarise themselves with the location of the air conditioners and the state of the buildings.

This work involves the supply, installation and commissioning of the air conditioners complete with collar, sleeve and louver for each air conditioner. Each air conditioner must be new and without defect and should be guaranteed for not less than 12 months. Equipment to be tendered should be of a reputable brand with factory warranty.

Workmanship on installation must be to the express approval of the City Engineer, failure to which payment for supply and installation will be withheld.

Only Heat Pump type console air conditioners with heating and cooling incorporating IC thermostat control will be considered as follows:

- 7 No. 8,000 – 10,000Btu and
7 No. 18,000 – 20,000Btu

at Aerodrome, Mahube, Monarch, Phathogo, Moremogolo, Satellite and Phase IV Primary schools.

Tenders stating the cost of supply and installation for each type should be submitted in a sealed envelope marked "Tender COF/16/98 — Supply and Installation of Air Conditioners at Primary Schools" to the City Clerk, Private Bag 40, Francistown not later 8.00 a.m. on Thursday 14 May, 1998.

Tenders will be opened the same day at 9.00 a.m. in the presence of tenderers who may wish to be present. The City of Francistown does not bind itself to accept the lowest tender, or any tender nor to assign any reason thereof.

K.C. JAIN,
for City Clerk.

Second Publication

Francistown City Council — Tender No. FCC/15/98

THE CITY COUNCIL OF FRANCISTOWN INVITES Tenders for the supply and delivery of the following items:

A. MISCELLANEOUS

- (a) 100 x 1000 Black refuse bags (with FCC inscription) standard size, not less than 25 microns thickness
- (b) 20 x 1000 red Clinical Waste Plastic Bags —meeting the international standard.
- (c) 70 x 1 x 48 bales toilet paper.
- (d) 400 x 1 pair Glove P.V.C. (Wrist length) — Standard size.
- (e) 50 x 1 pair P.V.C. Glove (shoulder length)
- (f) 50 x 1 Grass slasher (with handle)
- (g) 4 x 20kg/White (solid) floor polish
- (h) 10 x 1kg steel wool bale
- (i) 30 x 5kg/Lit perfumed bleach
- (j) 50 x 1 Hard broom
- (k) 2 x 1 Hudson spray pumps (with spares)
- (l) 100 x 1 large size yard broom (funnel shaped flat)
- (m) 25 x 10 lit. Heavy duty disinfectant
- (n) 25 x 10 lit. Pine Disinfectant/detergent
- (o) 25 x 10 lit. Liquid soap
- (p) 40 x 1 Carton sunlight bar soap
- (q) 70 x 1 Carton powdered detergent
- (r) 100 x 1kg Urinal blocks
- (s) 20 x 1kg Rodenticide (0.5/kg flocoumafen)
- (t) 25 x 5 lit. Bluey
- (u) 50 x 1 litter picking device (helping hand)
- (v) 2 x 1 Industrial First Aid Kit/box

B. ABATTOIR SECTION

- 1. 40 x 1 Buster V band blade
- 2. 5 x 1 Kenmaster 151 blade
- 3. 40 x 1 x 500 temple cox cartridges
- 4. 5 x 1 pair dehider blades
- 5. 60 x 1 flaying knives (high carbon stainless)
- 6. 10 x 1 pair stainless steel glove (standard size)
- 7. 20 x 1 buffer and colar set
- 8. 1 x 1 pneumatic air hoof cutter
- 9. 2 x 1 head and plug trollies with hooks
- 10. 3 x 25 Lit meat marking ink
- 11. 2 x 1 sharpening stones
- 12. 5 x 1 hook with chains
- 13. 1 x 1 sharpening machine (dehider)
- 14. 50 x 1 hooks with metal rails
- 15. 10 x 1 loading coat (Abattoir)
- 16. 4 x 1 offal trays (large)

17. *Cash Pistol Parts*

<i>PART NO.</i>	<i>PART NAME</i>	<i>QUANTITY</i>
1564/34	Lock Washer (new type)	4
710/14	Spring Screw (new type)	4
710/14	Handle Barrel Bot	4
710/26	Nut (for 710/13)	8
1464/47	Muzzle Barrel Washer	8
811	Stop Washer	32
812	Fangle Washer	4
816	Recuperator Sleeves	4
710/5	Firing Block Bush	4
710/10	Trigger Axis Pin	4
710/11	Trigger Axis Pin	4
710/15	Trigger Spring	4
710/16	Gear Rod Spring	4
710/17	Trigger	4
710/20	Gear Rod End Pin	4
710/22	Gear Rod	4
710/23	Firing Rod Pivot	4
710/25	Extractor Stop Screw	4
710/28	Extractor Spring	4

18. *Dehider Parts*

<i>PART NO.</i>	<i>QUANTITY</i>	<i>NAME</i>
1004011	3	Lock Washers
1010283	6	Rest. Pins
1014105	4	Wave springs
1029011	6	Spacers
1055617	6	Screws
1020189	4	Eccentric Shaft
3028033	6	Link Assembly (lower)
3028032	6	Link Assembly (upper)

Prospective Tenderers should quote for single unit; including delivery to Francistown; Possibly with samples, indicate period of delivery and price validity.

All tenders should be in a sealed envelope clearly marked: "Tender No. FCC/15/98 — Miscellaneous and Abattoir Items" Addressed to the City Clerk, Francistown City Council, Private Bag 40, Francistown, Botswana, or submitted in person, to the Senior Personal Secretary, Civic Centre, Francistown.

All tenders must be received on or before 08.00 hours on Thursday 14th May, 1998. Tenders shall be opened on the same day, after closure, in the Old Council Chamber at 09:00hrs. Interested tenderers are invited to witness at their own expense.

Francistown City Council does not bind itself to accept the lowest bid or any tender; nor assign reasons for non-acceptance and shall not be responsible for any cost incurred in the preparation thereof.

E.G. ANANI,
for City Clerk.

Second Publication

Republic of Botswana — Tender No./SOWA/ENG/1/98

CONSTRUCTION OF EIGHT (8) LA — 2 HOUSES

TENDERS ARE INVITED by Sowa Township Authority for the construction of eight (8) LA — 2 houses in Sowa. Work include the construction of the following works and associated services.

1. 8 LA — 2 houses.
2. Pre fab wall.
3. Erection of fence.
4. Sewerage connection.

Tender documents will be available from the Town Engineer's office, Sowa on payments of non a refundable fee of eighty Pula (80.00). Only company's who are registered with the Ministry of Local Government, Lands and Housing in category 3 and above will be considered for awarding.

Tenders in a plain sealed envelope marked "Tender No. SOWA/ENG/1/98 — Construction of Eight LA – 2 Houses" should be sent to reach the Chief Executive Officer, Private Bag SOW 1, Sowa, not later than 10.00 hours on the 10th June 1998, when tenders will be opened in the presence of tenderers wishing to attend on the said date.

Notwithstanding anything foregoing, Sowa Township Authority is not bound to accept the lowest or any tender nor to incur any expense in the preparation thereof.

F. MORGEN,
for/Chief Executive Officer/Chairman.

Second Publication

Republic of Botswana — Tender No./SOWA/ENG/2/98

CONSTRUCTION OF COMPUTER ROOM

TENDERS ARE INVITED by Sowa Township Authority for the construction of Computer room and associated services in Sowa.

Tender documents will be available from the Town Engineer's office, Sowa on payments of non refundable fee of forty Pula (40.00). Only company's who are registered with the Ministry of Local Government, Lands and Housing in category 3 and above will be considered for awarding.

Tenders in a plain sealed envelope marked "Tender No. SOWA/ENG/2/98 — Construction of Computer Room" should be sent to reach the Chief Executive Officer, Private Bag SOW 1, Sowa, not later than 10.00 hours on the 10th June 1998, when tenders will be opened in the presence of tenderers wishing to attend on the said date.

Notwithstanding anything foregoing, Sowa Township Authority is not bound to accept the lowest or any tender nor to incur any expense in the preparation thereof.

F. MORGEN,
for/Chief Executive Officer/Chairman.

Second Publication

Tawana Land Board

APPLICATION FOR SEVEN (7) COMMERCIAL PLOTS

TAWANA LAND BOARD IS HEREBY INVITING applications for seven (7) Commercial Plots situated at Maun — Mall Extension area (an area between the Old Mall Taxi Rank and the Rural Administration Centre). The Plots are Lots 712, 714, 715, 716, 725 and 726. The Plots sizes range from 300-750 sqm².

Common Law applications can be obtained from all Land Boards and Subordinate Lands Boards offices in Botswana. Applicants are also requested to complete a Project brief attached to the application forms. All applications should be accompanied by a P5.00 application fee which is not refundable. The locality MAPs can be viewed at all Land Boards and Councils notice boards. The closing date is the 14th July, 1998.

All applications should be addressed to: The Secretary, Tawana Land Board, P. O. Box 134, Maun.

TAWANA LAND BOARD,
Secretary.

Second Publication

Jwaneng Town Council

SALE OF UNSERVICEABLE STORE BY PUBLIC AUCTION

There will be a public auction sale of unserviceable stores on the 30th of May 1998 in Jwaneng.

VENUE: Jwaneng Town Council Depot

TIME: 8:30 a.m.

Goods may viewed from the 20th to the 29th May during working hours that is from 0730 to 1630 hours Monday to Friday.

GOODS TO BE SOLD INCLUDE THE FOLLOWING:-

- a) A wide range of office furniture and equipments.
- b) A wide range of domestic furniture.
- c) Other unserviceable stores.

CONDITIONS OF SALE

- 1. Items will be sold to the highest bidder on as is condition.
- 2. Item so purchased will have to be removed from council premises within seven (7) days from the date of sale upon production of official receipt issued by Council Revenue Officer. Failing which items will revert to the Council.
- 3. Council will not entertain any claims of money duly paid for unclaimed items after seven (7) days of sale.
- 4. Payment will be strictly cash or bank certified cheques immediately after the sale.

K. PULE,
for/Town Clerk.

Second Publication

Central District Council — Tender No. CDC/PHY/24/98**SUPPLY OF HP PLOTTER**

CENTRAL DISTRICT COUNCIL INVITES tenders for the supply of one HP Colour Inkjet plotter. (AO Size).

SPECIFICATIONS**Media Types**

- Natural tracing paper
- Clear film paper
- Matte film
- High-Gloss white film
- Semi-Gloss photo paper
- Opaque bond paper
- Translucent bond

Media Sizes	—	A4-A0 Sheets (opt. roll-feed) legs and stand with media bin.
Ink Capacity	—	42ml each
Print Cartridges	—	4 separate CMYK
Print Technology	—	Inkjet
Memory	—	36MB Max upgd 56 MB

Also the Plotter should include the following: User's guide, Auto Cad driver bundle, HP Card, Hardware/Software Guide, Software application notes, Power Cord, Assembly Instructions, Black, Cyan, Yellow and Magenta Ink Cartridges, CD-Rom RIP Software, cables for Mac connections, HP Jet Direct Print Server, Intergrated Roll-Feed with Sprindle, and Automatic Cutter.

TENDERERS ARE REQUIRED TO PROVIDE THE FOLLOWING INFORMATION:

- 1) Delivery period
- 2) Warranty period
- 3) Prepared to deliver and install the plotter at Serowe R.A.C. Building
- 4) In addition to the above specifications detail technical specifications are required.

All tenders should be clearly marked "Tender No. CDC/PHY/24/98 — Supply of HP Plotter" on top of envelope and sealed, must be addressed to: Council Secretary, Central District Council, Private Bag 001, Serowe.

Submissions should reach this office not later than 0800 hours on the 18th May 1998. The official tender opening will commence same day at 9:00 hours at the Rural Administration Centre, Room No. B4 in presence of those wishing to attend. Council is not bound to accept lowest tender or any tender nor to incur any expenses in preparation thereof.

MICHAEL KITEMBELE.
for Council Secretary.

Second Publication

Gaborone City Council**PUBLIC AUCTION SALE**

IN TERMS OF Pound Act (Cap. 36:05) section 45(1), the Gaborone City Council will sell by Public Auction four (4) unclaimed cattle and four (4) unclaimed donkeys from City Council Pound Kraal on the 2nd May 1998 at City Council Abattoir at 10:00 hours.

CONDITIONS OF SALE: Cash or bank guaranteed cheques only.

Below is per attached list:

<i>No. of Animal</i>	<i>Date in</i>	<i>Animal Description</i>	<i>Colour</i>	<i>Brand</i>	<i>Ear Marks</i>
1	27/10/97	Powana	Tshetlha	Ga ena tshipi	Ga ena letshwao
2	10/10/97	Kgomo	Champana	CH D	Lesifi left, seako right
	10/10/97	Kgongwana	Thokwa	Ga ena tshipi	Ga ena letshwao
1	11/11/97	Kgongwana	Khunou	Ga ena tshipi	Mothalawakgokong tsebe tsotlhe sekei molemeng

DONKEYS/DITONKI

2	20/01/98	Tonki	Puswa	Ga ena tshipi	Mothalawakgokong both ears
	20/01/98	Tonki	Khunwana	Ga ena tshipi	Lesifi left, sekei right
2	22/01/98	Tonki	Tshetlhana	C DM	Lesifi left, sekei right
	22/01/98	Tonki	Tshetlhana	C DM	Lesifi both ears

S. KOORAPETSE,
For/City Clerk.

Second Publication

Notice to Debtors and Creditors

IN THE ESTATE of the late Goitseone Daisy Molefi previously of Mookane who died at Gaborone on the 18th June, 1996.

Notice is hereby given that Debtors and Creditors in the above Estate are hereby required to file their claims with, and their debts to the undersigned Executors within 30 (thirty) days of the date of publication hereof.

DATED at Gaborone on this 9th day of April, 1998.

BRISCOE ATTORNEYS, Plot 222, Independence Avenue,
P.O. Box 402492, GABORONE.

Second Publication

Notice of Application for a Change of Style of Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a change of style of the business from a Speciality Boutique to Fresh Produce in respect of premises situated at Kailfontein and that the Charleshill Sub-District has determined that the application shall be heard by the Licensing Authority in April, 1998.

MORONGWA SEROLE, P.O. Box 100, GHANZI.

Second Publication

Alteration of Style of Business

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for authority to change Bottle Liquor Licence to Restaurant Take Away in respect of premises situated at Hukuntsi and that the Kgalagadi District Council has determined that the application shall be heard by the Licensing Authority on 12th May, 1998.

ABEL R. BAUMAKE, P.O. Box 28, HUKUNTSI.

Second Publication

Alteration of Style of Business

NOTICE IS HEREBY GIVEN that the undersigned intends to apply in terms of section 26 (1) (a) of the Trade and Liquor Act (Cap. 43:02) to change the Trading style of a Supermarket to a General Dealer and Fresh Produce in respect of premises situated at Jackalas I.

SEMELENI R. SECHELE, P.O. Box 169, RAMOKGWEBANA.

Second Publication

Notice in Terms of Section 5 of the Land Control Act (Cap 32:01)

NOTICE IS HEREBY given that Kenmoir Portion 66 (Proprietary) Limited proposes to enter into a controlled transaction being the sale of the following property namely:

CERTAIN:

piece of land being Portion 66, a Portion of Portion 2, of the Farm Kenmoir No. 1-KP;

SITUATE:

In the South East Administrative District;

MEASURING:

3, 9850 Ha. (Three comma nine eight five zero hectares);

HELD:

under Deed of Transfer No. 1000/90 dated the 10th day of August 1990 made in favour of Kenmoir Portion 66 (Proprietary) Limited.

To the following non-citizens:

ALISDAIR JAMES MCLAREN (Born 25th June, 1970)
and
SIOBHAN MARGARET SUSAN MCLAREN (Born 11th October, 1969)
(Married to each other in community of property, the marriage governed by
the laws of the United Kingdom of Great Britain and Northern Ireland)

for a price of P140 000.00 (One hundred and forty thousand Pula)

Notwithstanding the aforesaid controlled transaction, Botswana citizens interested in entering into a similar transaction in respect of the above property are advised that they may receive priority.

Any person wishing to object to the aforesaid transaction may give written notice of his/her objection with reasons thereof, to the Minister of Local Government, Lands and Housing, Private Bag 006, Gaborone, Botswana.

DATED at Gaborone this 8th day of April, 1998.

CHIBANDA, MAKGALEMELE & COMPANY, Plot 886, Kaunda Road, Corner Independence Avenue,
P.O. Box 1401, GABORONE.

Second Publication

Application for certified Copy of Lost Title Deed

NOTICE IS HEREBY given that the undersigned intends applying for a certified copy of Deed of Transfer No. 510/91 dated 1st May, 1991 in favour of Phikwe Dyers & Finishers (Proprietary) Limited in respect of the under-mentioned property:

CERTAIN: piece of land being Lot 10641, Gaborone;
SITUATE: in Gaborone, Extension 31;
MEASURING: 400 m² (Four hundred square metres);

All persons having objections to the issue of such a copy are hereby required to lodge their objections with the Registrar of Deeds for Botswana at Gaborone within three (3) weeks of the date of the second publication of this notice.

BENITO ACOLATSE, ATTORNEYS, *Applicant's Attorneys.*
P.O. Box 1157, GABORONE.

Second Publication

Application for certified Copy of Lost Title Deed

NOTICE IS HEREBY given that the undersigned intends applying for a certified copy of Deed of Transfer No. 745/91 dated 6th June, 1991 in favour of Selebi Knitters (Proprietary) Limited in respect of the under-mentioned property:

CERTAIN: piece of land being Lot 16893, Gaborone;
SITUATE: in Gaborone West, Extension 2;
MEASURING: 450 m² (Four hundred and fifty square metres);

All persons having objections to the issue of such a copy are hereby required to lodge their objections with the Registrar of Deeds for Botswana at Gaborone within three (3) weeks of the date of the second publication of this notice.

BENITO ACOLATSE, ATTORNEYS, *Applicant's Attorneys.*
P.O. Box 1157, GABORONE.

Second Publication

First and Final Liquidation and Distribution Account

IN THE ESTATE of the late Hendrick Rientje Marthinus Veldman who died at Gaborone on 6th April, 1996.

The First and Final Liquidation and Distribution Account in the above Estate will lie open for inspection at the office of the Master of the High Court at Lobatse and at the offices of Collins Newman & Co., Attorneys, for a period of 21 (twenty-one) days from the date of the first publication hereof.

DATED at Gaborone this 17th day of April, 1998.

COLLINS NEWMAN & CO., *Attorneys for the Executors*, Lot 4863, Dinatla Close,
P.O. Box 882, GABORONE.

Second Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act that I, Merafhe Tseleng have disposed of my entire interest in carrying on the business of Bar to S. Orapeleng who will continue to trade at the same premises and under the same style of business of a Bar.

MERAFHE TSELENG, P.O. Box 140, MAUNATLALA.

Second Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act that I, Cosmos Ralekgobo have disposed of my entire interest in carrying on the business of Fresh Produce to Conrad Wright who will continue to trade at the same premises and under the same style of a Fresh Produce licence.

COSMOS RALEKGOBO, P.O. Box 19, NOJANE.

Second Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act that I, Jala Mahomede Naquijane have disposed of my entire interest in carrying on the business of Speciality & Boutique to Morongwa Serole who will continue to trade at the same premises and under the same style of a Speciality & Boutique.

JALA MAHAMEDE NAQUIJANE, P.O. Box 100, KALFONTEIN.

Second Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act that I, L.H. Shashane have disposed of my entire interest in carrying on the business of Bar Liquor to Seemela Segajane who will continue to trade at the same premises and under the same style of a Bar Liquor.

LESIKA HABEE SHASHANE, P.O. Box 11, SEROWE.

Second Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act, (Cap. 43:02) that I, Oreitse Walter Garebatho have disposed of my entire interest in carrying on the business of Mmadinare General Dealer to Boniface Lefithetswe Molaodi who will continue to trade at the same premises and under the same style of a Mmadinare General Dealer.

OREITSE WALTER GAREBATHO, P.O. Box 820, SELIBE PHIKWE.

Second Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act that I, T. Tshikantwa have disposed of my entire interest in carrying on the business of Bar to Tsholofelo Manthe who will continue to trade at the same premises and under the same style of a Bar.

TEMANE TSHIKANTWA, P.O. Box M 494, KANYE.

Second Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act that We, Natasha Investments (Pty) Ltd have disposed of our entire interest in carrying on the business of Hairdressing Salon to Doreen Muza who will continue to trade at the same premises and under the same style of a Hairdressing Salon.

RUTH GWIZA, Private Bag 0048, SEROWE.

Second Publication

Change of Name

PURSUANT to section 21 (1) of the Companies Act (Cap. 42:01) as amended, notice is hereby given that Metsimotlhabe Study Group, will make application to the Registrar of Companies for this written approval to change of the company to Boiteko Continuation Classes (Proprietary) Limited after 14 days of the second publication of this advertisement have elapsed.

ALISRA BUSINESS SERVICES (PROPRIETARY) LIMITED, COMPANY SECRETARIES,
P.O. Box 20900, GABORONE.

Second Publication

Change of Name

PURSUANT to section 21 (1) of the Companies Act (Cap. 42:01) as amended, notice is hereby given that Botsang Investments (Pty) Ltd, will make formal application to the Registrar of Companies for his written approval to change the name of the company to Teto Holdings (Proprietary) Limited after fourteen days of the second publication of this notice have elapsed.

BOTSANG INVESTMENTS (PTY) LTD, c/o BUSINESS DEVELOPMENT SERVICES (PTY) LTD,
P.O. Box 106, GABORONE.

Second Publication

Change of Name

NOTICE IS HEREBY given in terms of section 21 of the Companies Act (Cap. 42:01) that Danny's Agencies (Proprietary) Limited proposes to change its name to Barco Distributors (Proprietary) Limited and that application will be made to the Registrar of Companies for the formal approval to the change of name after 14 days have elapsed from the date of publication of the second notice.

M.B.I. (PTY) LTD SECRETARIES, P.O. Box 785, FRANCISTOWN.

Second Publication

Change of Name

NOTICE IS HEREBY given Analiza Truck Hire (Proprietary) Limited proposes to request the Registrar of Companies pursuant of section 21 of the Companies Act (Cap. 42:01) for his approval to change the name of the company to Analiza Investments (Proprietary) Limited, after 14 days have elapsed from the date of second publication of this notice.

c/o GURUGROUP PROFESSIONAL SERVICES (PTY) LTD, P.O. Box 1816, GABORONE.

Second Publication

Change of Name

PURSUANT to section 21 (1) of the Companies Act (Cap. 42:01) as amended, notice is hereby given that Twilight Adventures (Proprietary) Limited, will make application to the Registrar of Companies for his written approval to change the name of the company to Piofine (Proprietary) Limited after 14 days of the second publication of this advertisement have elapsed.

P.W. BUSINESS SERVICES (PTY) LTD, COMPANY SECRETARIES,
P.O. Box 892, GABORONE.

Second Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a certificate in terms of section 9 of the Trade and Liquor Act 1987 to obtain a transfer of General Trading licence in respect of premises situated at Sehithwa Village from Ngami Marketing Coop Society to Maun Consumers Co-op and that the Maun Local Licensing Authority has determined that the application shall be heard on 28th April, 1998.

MAUN CONSUMERS CO-OP, P.O. Box 49, MAUN.

Second Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to transfer a Specialised Dealers Licence in respect of premises situated at Mahalapye Mall to A.K.B. Enterprises (Pty) Ltd who will continue to trade at the same premises and under the same style of a Specialised Dealer.

A.K.B. PALAPYE (PTY) LTD, Private Bag 54, MAHALAPYE, c/o GURUMOORTHY & ASSOCIATES
PROFESSIONAL SERVICES NORTH (PTY) LTD, P.O. Box 10817, FRANCISTOWN.

Second Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a transfer of a Hair Dressing Salon Licence in respect of premises situated at 2409 ext. 9 to Juvead (Pty) Ltd t/a Le-Reve D'or Hair Dressing and Beauty Salon who will continue to trade at the premises and under the same style of a Hair Dressing Salon and that the Gaborone City council has determined that the application shall be heard by the Licensing Authority on 13th May, 1998.

TREASURE DESERT (PTY) LTD, P.O. Box 60419, GABORONE WEST, GABORONE.

Second Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a removal of a Specialized Motor Spare Parts Licence from Plot 259, Area W, Francistown to Plot 5051 Somerset East Industrial and that the Francistown Local Licensing Authority has determined that the application shall be heard by the Licensing Authority on the 12th May, 1998.

VICTORY HOLDINGS (PTY) LTD, t/a LEVI PROFILE, P.O. Box 11311,
TATITOWN, FRANCISTOWN.

First Publication

Notice of Application for Removal of Licence

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a removal of a Import/Export Licence from Plot 252 Unit 19, BGI Complex L.I.S. Francistown to Plot 490 Francistown and that the National Authority has determined that the application shall be heard by the Licensing Authority on the 1998.

STRIKEFORCE (BOTSWANA) (PTY) LTD, t/a BOIKANYO ENGINEERING,
P.O. Box 785, FRANCISTOWN.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 810/96

In the matter between:

SELEKA GAKEBAFHE
and
BOYITIRI NYONI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff Robson M. Osupeng to the highest bidder as follows:

DATE OF SALE: 30th April, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: Certain piece of land being Plot 7187, Extension 27, Broadhurst, Gaborone, with improvements thereon being a three bedroomed house with sitting room, kitchen, dining room, toilet and security wall.
MEASURING: 450 square metres
TERMS OF SALE: Cash or bank guaranteed cheques 10% deposit payable immediately after the sale unless otherwise agreed. Further terms available from Modimo, Toteng & Associates.

DATED at Gaborone this 8th day of April, 1998.

DEPUTY SHERIFF ROBSON M. OSUPENG, c/o MODIMO, TOTENG & ASS., BBS House, 2nd Floor,
BBS Mall, Broadhurst, P.O. Box 201145, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. Misca 369/97
Magistrate Court No. G1193/96

In the matter between:

GABORONE CITY COUNCIL
and
S.G. KGOSIMORE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by public auction by Deputy Sheriff Edward Leepile to the highest bidder as follows

DATE OF SALE: 15th May, 1998
TIME: 10.30 a.m.
VENUE: Plot No. 16712, Gaborone
PROPERTY TO BE SOLD: Plot No. 16712, Gaborone,
MEASURING: 347 square metres;
HELD UNDER: Deed of Transfer No. 479/88
CONDITIONS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 15th day of April, 1998.

KOMBONI & ASSOCIATES, *Plaintiff's Attorneys*, Plot 4702, Independence Avenue,
Private Bag BO 17, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

*Case No. Misca 370/97
Magistrate Court No. G 1220/96*

In the matter between:

**GABORONE CITY COUNCIL
and
DIKGANG LOPANG**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION — IMMOVABLE PROPERTY

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by public auction by Deputy Sheriff Edward Leepile to the highest bidder as follows

DATE OF SALE: 8th May, 1998
TIME: 10.30 a.m.
VENUE: Plot No. 17297, Gaborone
PROPERTY TO BE SOLD: Plot No. 17297, Gaborone,
MEASURING: 770 square metres
HELD UNDER: Deed of Transfer No. 180/93
CONDITIONS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 15th day of April, 1998.

KOMBONI & ASSOCIATES, *Plaintiff's Attorneys*, Plot 4702, Independence Avenue,
Private Bag BO 17, GABORONE.

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1402/96

In the matter between:

**BARCLAYS BANK OF BOTSWANA LIMITED
and
DORCAS MONARE**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, Defendant's property will be sold by public auction by Deputy Sheriff B. Motswakhumo to the highest bidder as follows:

DATE OF SALE: 7th May, 1998
TIME: 10.00 a.m.
VENUE: Ramotswa Police Station
PROPERTY TO BE SOLD: Isuzu Bakkie 2.4 (white)
Registration No. B 276 ABW (without wheels)
TERMS OF SALE: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone on this 16th day of April, 1998.

B. MOTSWAKHUMO, c/o M.K. MOESI & CO., Plot 937, Thipe House, Extension 2,
P.O. Box 10193, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 516/97

In the matter between:

JUDITH GWENDA DU TOIT
ALBERTUS JOHANNES DU TOIT
and
GARRY HOWARD ELLIS

1st Plaintiff

2nd Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff G. Ramatlapana to the highest bidder as follows:

DATE OF SALE: Saturday 16th May, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: Food warmer, electric stove, Saint AEG double door fridge, 1 electric fridge, fax machine, wall watch, 3 piece cream white sofas, Telefunken TV, 3 piece cream white room divider, 2 coffee tables, side board, floor mat, 2 fans, cream white lamp, 4 small coffee tables, small glass wooden table, 3 plastic chairs, drinking bar, 3 wooden drawers, 3 wall pictures, motor vehicle Uno Reg. No. B 458ACJ
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 7th day of April, 1998.

RAHIM KHAN & COMPANY, *Plaintiff's Attorneys*, Ground Floor, Debswana House, The Mall,
P.O. Box 1884, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1103/97

In the matter between:

EMANG MAPHANYANE
and
RONNIE RADITHOLO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by public auction by Deputy Sheriff Edward Leepile to the highest bidder as follows:

DATE OF SALE: 22nd May, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: Toyota Land Cruiser (petrol) Registration Number BM 4265 - colour: white
CONDITIONS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 15th day of April, 1998.

KOMBONI & ASSOCIATES, *Plaintiff's Attorneys*, Plot 4702, Independence Avenue,
Private Bag BO 17, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1199/97

In the matter between:

ENGINE EXCHANGE (PTY) LTD	<i>Plaintiff</i>
and	
RANCH PLANT HIRE (PROPRIETARY) LIMITED	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the above-named Defendant is hereby advertised for sale in execution as follows:

DATE OF SALE: Wednesday 29th April, 1998
 TIME: 10.00 a.m.
 VENUE: Engine Exchange, Plot 1250, Haile Selassie Road, Gaborone Industrial Sites
 PROPERTY TO BE SOLD: Deutz FL6 912 Engine, Transfer Box Case TLB 580
 TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 31st day of March, 1998.

COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
 P.O. Box 882, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1462/97

In the matter between:

BOTSWANA BUILDING SOCIETY	<i>Plaintiff</i>
and	
PETRUS RAMONTSO MATSHWELE	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that a sale in execution will be held by Deputy Sheriff Gaelae Ramatlapana pursuant to judgment granted in the above Honourable Court.

DATE OF SALE: 23rd May, 1998
 TIME: 10.00 a.m.
 VENUE: Tribal Lot 622, Tlokweneng
 PROPERTY TO BE SOLD: Certain piece of land being Tribal Lot 622 Tlokweneng, with improvements thereon, being a three bedroomed house with kitchen, sitting room, dining room, two toilets, two bathrooms, servant quarters with toilet and garage and some houses within the yard.
 TERMS OF SALE: Cash or bank guaranteed cheques.

RAMS SERVICES (PTY) LTD, P.O. Box 201599, GABORONE, TEL: 304921

FOR

LESETEDI & CO., *Plaintiff's Attorneys*, Plot 3267, Ext 12, Sechaba Close,
 Private Bag 00201, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1466/97

In the matter between:

BOTSWANA BUILDING SOCIETY
and
HUGH RAMOAPEI MOLALE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that a sale in execution will be held by Deputy Sheriff Gaelae Ramatlapanana pursuant to judgment granted in the above Honourable Court.

DATE OF SALE: 30th June, 1998
 TIME: 10.00 a.m.
 VENUE: Tribal Lot 1485, Mogoditshane
 PROPERTY TO BE SOLD: Certain piece of land being Tribal Lot 1485 Mogoditshane, with improvements thereon, being a four bedroomed house with kitchen, sitting room and dining room.
 TERMS OF SALE: Cash or bank guaranteed cheques.

RAMS SERVICES (PTY) LTD, P.O. Box 201599, GABORONE, TEL: 304921
 FOR
 LESETEDI & CO., *Plaintiff's Attorneys*, Plot 3267, Ext 12, Sechaba Close,
 Private Bag 00201, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1472/97

In the matter between:

BOTSWANA BUILDING SOCIETY
and
MATTHEWS MOETI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that a sale in execution will be held by Deputy Sheriff Gaelae Ramatlapanana pursuant to judgment granted in the above Honourable Court.

DATE OF SALE: 27th May, 1998
 TIME: 10.00 a.m.
 VENUE: Plot 18012, Gaborone West
 PROPERTY TO BE SOLD: Certain piece of land being Lot 18012 Gaborone West Phase 2, with improvements thereon, being a three bedroomed house with kitchen, sitting room and dining room, toilet, bathroom with screen wall.
 TERMS OF SALE: Cash or bank guaranteed cheques.

RAMS SERVICES (PTY) LTD, P.O. Box 201599, GABORONE, TEL: 304921
 FOR
 LESETEDI & CO., *Plaintiff's Attorneys*, Plot 3267, Ext 12, Sechaba Close,
 Private Bag 00201, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1527/97

In the matter between:

BOTSWANA BUILDING SOCIETY
and
TIRELO MONTSHO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that a sale in execution will be held by Deputy Sheriff Gaelae Ramatlapanana pursuant to judgment granted in the above Honourable Court.

DATE OF SALE: 29th May, 1998
TIME: 10.00 a.m.
VENUE: Plot 19779, Gaborone West Phase 2
PROPERTY TO BE SOLD: Certain piece of land being Lot 19779 Gaborone West Phase 2, with improvements thereon, being a three bedroomed house with kitchen, sitting room, dining room, 2 toilets, 2 bathrooms, servant's quarters with screen wall.
TERMS OF SALE: Cash or bank guaranteed cheques.

RAMS SERVICES (PTY) LTD, P.O. Box 201599, GABORONE, TEL: 304921
FOR

LESETEDI & CO., *Plaintiff's Attorneys*, Plot 3267, Ext 12, Sechaba Close,
Private Bag 00201, GABORONE.

Second Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 117/98

In the matter between:

BARCLAYS BANK OF BOTSWANA LIMITED
and
SMIDER KGOSIETSILE THEKISO MMOLAI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment granted by the above Honourable Court, Defendant's property will be sold by public auction by Deputy Sheriff D.J. Moyoy to the highest bidder as follows:

DATE OF SALE: 7th May, 1998
TIME: 10.00 a.m.
VENUE: Lot 5957, Gaborone
PROPERTY TO BE SOLD: Plot No. 5957 together with developments thereof 4 roomed house, 4 roomed servant's quarters with security wall.
Reserved Price: P20,000.00
TERMS OF SALE: Cash or bank guaranteed cheques immediately after sale.

DATED at Gaborone on this 6th day of April, 1998.

D.J. MOYO, c/o M.K. MOESI & CO., Plot 937, Thipe House, Extension 2,
P.O. Box 10193, GABORONE.

Second Publication

**IN THE SUBORDINATE COURT OF THE FIRST CLASS FOR THE MAHALAPYE
MAGISTERIAL DISTRICT
HELD IN MAHALAPYE**

Case No. MHC 142/97

In the matter between:

AVDO & SONS MOTORS
and
FREDDY ROBERT

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff to the highest bidder as follows:

DATE OF SALE: 8th May, 1998
TIME: 10.00 a.m.
VENUE: Avdo & Sons Motors Premises
PROPERTY TO BE SOLD: Ford Courier V6 Reg. No. BE 3601
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 15th day of April, 1998.

DEPUTY SHERIFF T. KETSHABILE, c/o CHIBANDA, MAKGALEMELE & COMPANY,
Plaintiff's Attorneys, P.O. Box 1401, GABORONE. TEL: 311503 / FAX: 311504

Second Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN**

Case No. CCF 409/95

In the matter between:

M & D ENGINEERING (BOTSWANA) (PTY) LTD
and
RYSANA CONSTRUCTION (PTY) LTD

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a writ of execution issued out of the above Honourable Court, the following property will be sold by public auction to the highest bidder by Deputy Sheriff Thomas as follows:

DATE OF SALE: 21st May, 1998
TIME: 2.00 p.m.
VENUE: Rysana Construction Premises, Orapa
PROPERTY TO BE SOLD: 4 x office desks, 10 x office chairs, 4 x Hilti guns, 1 x SICM Chamborn, 1 x Stationary diesel engine, 1 x Photo copier, 1 x Dumpy level, 2 x Fax machines, 1 x air compressor, 1 x Delta hut, assorted workshop tools, combination wood work, assorted building material, planer/sundry, 1 x Olivetti Typewriter, building timber.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Francistown this 25th day of March, 1998.

VENTER & PARTNERS, *Plaintiff's Attorneys*, 446/7 St. Patrick's Street,
P.O. Box 37, FRANCISTOWN.

Second Publication

IN THE MAGISTRATE COURT OF THE GABORONE DISTRICT
HELD AT GABORONE

Case No. G 1465/97

In the matter between:

BARCLAYS BANK OF BOTSWANA LIMITED
and
STANLEY GAEDUPE MOPIPI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following property will be sold by public auction to the highest bidder by Deputy Sheriff:

DATE OF SALE: 15th May, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 3 piece cane sofas, coffee table, 5 piece cane chairs, floor mat, Supersonic music system, Phillips radio, room divider, Samsung T.V., steel cabinet, Arston stove, 4 piece kitchen chairs, Cadac & burner stove, 48kg cylinder, 19kg cylinder, 3 kitchen chairs, wooden drawer, room divider, Chev Recorder Registration Number B 451 ACL, colour green 2L.
TERMS OF SALE: Cash or bank guaranteed cheques will be accepted.

DATED at Gaborone this 9th day of April, 1998.

GAELAE RAMATLAPANA DEPUTY SHERIFF, c/o BRISCOE ATTORNEYS, *Plaintiff's Attorneys*,
Plot 222, Independence Avenue, P.O. Box 402492, GABORONE.

Second Publication

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GABORONE
HELD AT GABORONE

Case No. G 3769/97

In the matter between:

FIRST NATIONAL BANK OF BOTSWANA LIMITED
and
PAUL KELAILWE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the above-named Defendant will be sold in execution by Deputy Sheriff Ikageng Swele in the manner herein after set out.

DATE OF SALE: Saturday 9th May, 1998
TIME: 10.00 a.m.
VENUE: Selibe-Phikwe Police Station
PROPERTY TO BE SOLD: 4 piece lounge suite, Hot Point fridge, 2 piece kitchen unit, Star 4 burner stove, 9kg gas cylinder, 2 x 3 piece bedroom suites, 48kg gas cylinder, Aconatic music system, floor mat, coffee table, electric fans, red 3 piece lounge suite.
TERMS OF SALE: Cash or Bank guaranteed cheques.

DATED at Gaborone this 3rd day of April, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

Second Publication

**IN THE MAGISTRATE'S COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT BROADHURST**

Case No. G 4013/97

In the matter between:

KGALAGADI RESOURCES DEV. CO. (PTY) LTD t/a SOLAR POWER	<i>Plaintiff</i>
and	
GWABO CONSTRUCTION (PTY) LTD	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE:	8th May, 1998
TIME:	10.00 a.m.
VENUE:	Broadhurst Police Station
PROPERTY TO BE SOLD:	1 x 1 Concrete mixer
TERMS OF SALE:	Cash or bank guaranteed cheque.

DATED at Gaborone this 9th day of April, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o LERUMO MOGOBE, LEGAL PRACTITIONERS,
Plaintiff's Attorneys, P.O. Box 391, GABORONE.

Second Publication

**IN THE SUBORDINATE COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD AT GABORONE**

Case No. G 2722/97

In the matter between:

FIRST NATIONAL BANK OF BOTSWANA LTD	<i>Plaintiff</i>
and	
TAPIWA TIRO WETSHOOTSI	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the under-mentioned movable property of the Defendant will be sold in execution as follows:

DATE OF SALE:	Saturday 25th April, 1998
TIME:	10.00 a.m.
VENUE:	Letlhakane Customary Court
PROPERTY TO BE SOLD:	3 piece wall unit, Elsat satellite dish and receiver, 4 burner gas stove, 48kg gas cylinder, 4 piece sofas, 2 sofas, floor mat, coffee table.
TERMS OF SALE:	Cash or bank guaranteed cheque.

DATED at Gaborone this 3rd day of April, 1998.

DEPUTY SHERIFF T. KETSHABILE, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

Second Publication

Licences

NOTICE IS HEREBY given that the undersigned intends to apply for a certificate in terms of section 9 of the Trade and Liquor Act, (Cap. 43:02) of 1987) to obtain a:

<i>Name and Address</i>	<i>Type of Licence</i>	<i>Location</i>	<i>Council</i>	<i>Date of Hearing</i>
Margaret Mosenki, P.O. Box 201806, Bontleng.	Speciality	Suprette Shops, Ext. 10, Plot No. 21055	Gaborone City Council	13.5.98
Xerox Document Centre, Represented by: Mullan & Associates, c/o P. O Box Box 1966, Gaborone.	Speciality document processing, office equipment, stationery, supplies and services	Plot 1169, (Portion B Unit 1), President Hotel	Gaborone City Council	.4.98
Emerald Properties (Pty) Ltd, t/a C D House, c/o Corporate Business Intelligence (Pty) Ltd, P. O. Box 10127, Gaborone.	Speciality T-shirts, artist related clothing and accessories	Plot 13128, Ext. 25	Gaborone City Council	13.5.98
Cellnet (Pty) Ltd, Represented by: Mullan & Associates, c/o P. O Box Box 1966, Gaborone.	Speciality fixed and mobile telecommunications and computer equipment	Plot 1169, Unit 1, Portion A, President Hotel	Gaborone City Council	.4.98
Paul Douglas Sunners, P. O. Box 70171, Gaborone.	Boutique	Plot 13102, Ext. 24, Shop No. 13	Gaborone City Council	13.5.98
Charmway International (Pty) Ltd, c/o M.K. Mayanja & Associates, Private Bag BO 84, Gaborone.	Wholesale	Plot 5677, Broadhurst Industrial	Gaborone City Council	13.5.98
AK Motor World (Pty) Ltd, P. O. Box 201107, Gaborone.	Workshop	Plot 51575, Phakalane, Gaborone	Gaborone City Council	30.5.98
Paul Douglas Sunners, P. O. Box 70171, Gaborone.	Hair Salon	Plot 13102, Ext. 24, Shop No. 13	Gaborone City Council	13.5.98
San Investments (Proprietary) Limited, P. O. Box 406, Gaborone.	Restaurant	Plot 8448, Broadhurst, Gaborone Private Hospital Premises	Gaborone City Council	13.5.98
Ophaketse Motokwane, P. O. Box 107, Mabutsane.	General Trading	Mabutsane	Southern District Council	19.5.98
James K. Tirelo, P. O. Box 400, Lobatse.	General Trading Butchery and Fresh Produce	Ntlhantlhe	Southern District Council	19.5.98
Tsholofelo Manthe, P. O. Box M760, Kanye.	Bar	Mmamokhasi	Southern District Council	19.5.98
Joel Ntshakang, P. O. Box 883, Lobatse.	Bar	Mogojogogo	Southern District Council	19.5.98
Mata Enterprises (Pty) Ltd, c/o K & M Business Services (Pty) Ltd, P. O. Box 29, Gaborone.	Specialised Trading gas	Goodhope	Southern District Council	19.5.98

Janet Maphosa, P. O. Box M1667, Kanye.	Specialised	Kanye	Southern District Council	19.5.98
Emmanuel Maikano, t/a The Pool Restaurant Liquor, P. O. Box 30998, Serowe.	Restaurant Liquor	Makolo Ward, Serowe	Serowe/Palapye Local Authority	15.5.98
Shufan Nnyana Serebolo, P. O. Box 31660, Serowe.	Restaurant/Take Away	Nelgo Complex Serowe	Serowe/Palapye Local Authority	15.5.98
Kegobone Chanongwa, P. O. Box 966, Serowe.	Fresh Produce	Dinokwane Ward, Serowe	Serowe/Palapye Local Authority	15.5.98
Gaolathe Keanna, Private Bag 20, Palapye.	Fresh Produce	Mogoma Ward, Moremi Palapye	Serowe/Palapye Local Authority	15.5.98
Johnson Samuel, P. O. Box 627, Serowe.	Fresh Produce	Chichana Ward, Serowe	Serowe/Palapye Local Authority	15.5.98
Shree Hari Enterprises (Pty) Ltd, c/o Page Alliance Services, P. O. Box 10288, Pata, Palapye.	Specialised trading in electronic and electrical appliances, household items, babywear, sport wear, technological and scientific equipments, jewelleries and gifts	Serorome Ward, Pin Ville Mall Palapye	Serowe/Palapye Local Authority	15.5.98
Orient Surveying & Building Construction (Pty) Ltd, Private Bag 0099, Serowe.	Specialised Trading material, cosmetics, gifts	Standard House, Serowe	Serowe/Palapye Local Authority	15.5.98
Seemela Segajane, P. O. Box 787, Serowe.	Bar Liquor	Sokwane Ward, Serowe	Serowe/Palapye Local Authority	15.5.98
Sylvester Orapeleng, P. O. Box 226, Palapye.	Bar and Fresh Produce	Serule	Serowe/Palapye Local Authority	15.5.98
D.J. Hairdressing and Boutique (Pty) Ltd, c/o Access Professional Services (Pty) Ltd, P. O. Box 830, Palapye.	Hairdressing	T-Junction, Palapye	Serowe/Palapye Local Authority	15.5.98
D.J. Hairdressing (Pty) Ltd, P. O. Box 10602, Palapye.	Hairdressing	T-Junction, Palapye	Serowe/Palapye Local Authority	15.5.98
Paradise Holdings (Pty) Ltd, P. O. Box 1134, Molepolole.	General Trading	Maunatlala Ward, Molepolole	Kweneng District Council	28.5.98
Andrew Bill, P. O. Box 13, Molepolole.	General Trading	Gower Ward, Molepolole	Kweneng District Council	28.5.98
Hospitality Holdings (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	General Trading	Mogoditshane	Kweneng District Council	28.5.98

C.N. Sibanda, P. O. Box 201193, Gaborone.	General Trading	Metsimothabe	Kweneng District Council	28.5.98
Power House Entertainment (Pty) Ltd, P. O. Box 40903, Gaborone.	Fresh Produce (Butchery) General Trading	Metsimothabe	Kweneng District Council	28.5.98
Hospitality Holdings (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Fresh Produce	Mogoditshane	Kweneng District Council	28.5.98
Ofentse Matlhabaphiri, P. O. Box 195, Molepolole.	Specialised Trading	Lot 376, Molepolole	Kweneng District Council	28.5.98
Z & J Import/Export (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Specialised Trading electronic and electric goods, leather goods, bags, perfumes, toiletries, jewellery, linen, bedding, crockery, hardware and soft goods General Wholesale	Molepolole Mogoditshane	Kweneng District Council Kweneng District Council	28.5.98 28.5.98
RAA (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.			Kweneng District Council	28.5.98
Stellah Segametsi Makoba, P. O. Box 513, Mogoditshane.	Liquor Restaurant and Bar	Ga Phatshwa, Metsimothabe	Kweneng District Council	28.5.98
Power House (Pty) Ltd, P. O. Box 40903, Gaborone.	Liquor Restaurant	Metsimothabe	Kweneng District Council	28.5.98
Spinkie Lebotse, P. O. Box 60100, Gaborone.	General Trading	Modipane	Kgatleng District Council	5.5.98
Maemu V. Monowe, P. O. Box 857, Mochudi.	Restaurant Liquor	Raserura Ward, Mochudi	Kgatleng District Council	5.5.98
Lorato Monyake, Rasesa Postal Agency, Via Mochudi.	Hairdressing	Mmapitsa Ward, Mochudi	Kgatleng District Council	8.5.98
Xerotech (Pty) Ltd, Represented by: Mullan & Associates, c/o P. O. Box Box 1966, Gaborone.	Speciality fax and photocopy machines and office equipment	Plot 104, Tlokwen	South East District Council	4.98
Cellnet (Pty) Ltd, Represented by: Mullan & Associates, c/o P. O. Box Box 1966, Gaborone.	Speciality fixed and mobile telecommunications and computer equipment	Plot 104, Tlokwen	South East District Council	4.98
Web Projects (Pty) Ltd, Represented by: Mullan & Associates, c/o P. O. Box Box 1966, Gaborone.	Speciality computer products and internet products	Plot 104, Tlokwen	South East District Council	4.98

M.B. Mokgosi, P. O. Box 30070, Tlokweng.	Garage/Workshop	Sefoke, Tlokweng	South East District Council	19.5.98
Lekoko Pelotshweu, P. O. Box 11018, Selebi-Phikwe.	General Trading and Fresh Produce	Plot No. 6102, Ikageleng	Selebi-Phikwe Town Council	22.5.98
Mmapula Makgosa, P. O. Box 229, Selebi-Phikwe.	General Trading and Fresh Produce	Western Areas	Selebi-Phikwe Town Council	4.98
Wililani Makholwa, P. O. Box 250, Francistown.	General Trading and Fresh Produce	Mabonde Ward, Marapong	Tutume Sub-District Council	15.5.98
Motswasele Cents Gaoswediwe, P. O. Box 20285, Francistown.	Fresh Produce	Marobela	Tutume Sub-District Council	15.5.98
Jade (Pty) Ltd, c/o Bamas (Pty) Ltd, P. O. Box 66, Francistown.	Specialised Trading	309 Blue Jacket Street, Francistown	Francistown City Council	12.5.98
Gagoop Lydia Phyllis, P. O. Box 298, Francistown.	Speciality (fabrics and designers)	Plot 3215, Area L	Francistown City Council	12.5.98
Margaret Zebe, P. O. Box 20404, Monarch, Francistown.	Bar	Plot No. 5544, Extension	Francistown City Council	12.5.98
Conrad F. Wright, P. O. Box 3, Charleshill.	Fresh Produce	Nojane	Charleshill Sub- District Council	4.98
Abel R. Baumake, P. O. Box 28, Hukuntsi.	Restaurant Take Away	Hukuntsi	Hukuntsi Sub-District Council	12.5.98
Provia Botswana (Pty) Limited, c/o Motlhagodi & Motsamai, Plot 3114, Letsholathebe Street, P. O. Box 629, Lobatse.	Specialised Trading and Fresh Produce (fruits and vegetables)	Plot 825, Lobatse	Lobatse Town Council	5.98
Oven Door Bakery (Pty) Ltd, c/o Helfer and Company, P. O. Box 906, Gaborone.	Restaurant Take Away	Shop No. 11, Engen Centre, Palapye	Serowe Sub-District Council	28.4.98
Ruppert Hambira, P. O. Box 69, Werda.	Fresh Produce	Makopong	Kgalagadi District Council	29.4.98
Boniface L. Molaodi, P. O. Box 131, Mmadinare.	General Trading	Seboo Ward, Mmadinare	Bobirwa Sub-District Council	15.5.98
Buti Lobelo, P. O. Box 476, Bobonong.	Fresh Produce	Lepokole	Bobirwa Sub-District Council	15.5.98
Buti Lobelo, P. O. Box 476, Bobonong.	Liquor Restaurant	Lepokole	Bobirwa Sub-District Council	15.5.98
Florence Selelo, P. O. Box 100, Bobonong.	Bar and Bottle Store	Bobonong	Bobirwa Sub-District Council	15.5.98

Jiayuan Trading (Pty) Ltd, Private Bag 00373, Gaborone.	Specialised Trading (electric and electronic goods and appliances, household items, inner and outer Chinese garments, hardware, crockery, cosmetics, jewellery, bedding textile, leatherwear, footwear domestic household)	MAG Shopping Centre, Tribal Lot 476, Mahalapye	Mahalapye Sub- District Council	15.5.98
Pacific Emporium, c/o Kgwebo Management Consultants (Proprietary) Limited, P. O. Box 661, Selebi-Phikwe.	Specialised Trading (sale of school and laboratory requisites, garments, knitware, footwear, clothes, harbedasheries, leather goods, jewellery, gift items, sports requisites, cosmetics, bedlinen and textile)	Plot No. 1208, The Mall, Mahalapye	Mahalapye Sub-District Council	5.98
Kali Motors (Pty) Ltd, P. O. Box 302, Ghanzi.	Specialised Trading (borehole engines and spares, motor spares, hardware, electric appliances)	Mpepi Complex Ghanzi Township	Ghanzi District Council	14.5.98
Morongwa Serole, P. O. Box 100, Kalkfontein.	Fresh Produce	Kalkfontein	Ghanzi District Council	.4.98
Pauline Sekgopa, Kalakamati Village, Via Francistown.	Liquor Restaurant	Kalakamati	North East District Council	29.4.98
A & R (Pty) Ltd, P. O. Box 136, Maun.	Specialised Trading	Plot D6, Unit 2, Maun	North West District Council	28.4.98
Swing Investments (Pty) Ltd, c/o Helfer and Company, P. O. Box 906, Gaborone.	Restaurant Take Away	Shop No. 6, Ngami Centre, Maun	Tawana Sub-District Council	28.4.98
Instrumentation Services (Pty) Ltd, P. O. Box 501694, Gaborone, Represented by: Turngro Water Services, Water Softening RSA, and Terrasol.	Agency (water treatment systems, water treatment chemicals and solar water pump)	Plot No. 14456, (NCI offices) Kamushongo Road, Gaborone West Industrial	National Licensing Authority	.98
Jumbo Enterprises (Pty) Ltd, Represented by: W.K. Public Accountants (Pty) Ltd, P. O. Box 403098, Gaborone.	Agency tyres, office equipment, machinery, clothing materials, bedding and curtain materials, industrial and domestic sewing machines, water metreage, computers	Plot No. 5646, Nakedi Road, Broadhurst Industrial	National Licensing Authority	.98
Waltons Enterprises, P. O. Box 40428, Gaborone.	Agent educational books and educational video tapes	Old Industrial Site, Plot 1215, Gaborone	National Licensing Authority	.98

PC Investments (Pty) Ltd, t/a Kele Cosmetics, c/o P. O. Box 2221, Gaborone. Represented by: Rebatho Holdings & Business Services (Pty) Ltd.	Agency cosmetics, skin care products, clothing, fashion accessories, jewellery, shoes	Plot 7, Mmopane Village	National Licensing Authority	.98
A M Solutions (Proprietary) Limited, P. O. Box 10127, Gaborone. Represented by: Corporate Business Intelligence (Pty) Ltd.	Agency suppliers of continous plain paper, letterheads, stock, listing and pre- printed, business forms, hand written snap apart forms and binding	Plot 947, Kaunda Road, Extension 2	National Licensing Authority	.98
Kgalagadi Food Industries (Pty) Ltd, c/o E.K. Masalila (Pty) Ltd, P. O. Box 945, Gaborone.	Agency general food stuffs i.e. dehydrated food stuffs, soups, drinks, milk, sugar, beans etc.	Plot 6902, Broadhurst, Gaborone	National Licensing Authority	.98
Bagz Distributors (Pty) Ltd, P. O. Box 20786, Gaborone, Shann Management Services (Pty).	Agency computer, computer hardware and software, electronic goods and textiled goods, sand, bricks, cattle, prepacked grain produce, tourism agents	Plot 171, Oasis Complex	National Licensing Authority	.98
Mighty Construction and Steel Frabricators (Pty) Ltd, c/o Access Professional Services (Pty) Ltd, P. O. Box 830, Palapye.	Import/Export steel and fabricating materials	Monnathoko Ward, Serowe	National Licensing Authority	.98
Intercontinental Merchants (Pty) Ltd, Private Bag 0027, Gaborone. Represented by: Intergrated Accounting & Management Services (Pty) Ltd.	Import/Export bicycles	Plot 274, Mogoditshane	National Licensing Authority	.98
Taeuber & Corssen Botswana (Pty) Ltd, c/o M.B.I. (Pty) Ltd, Private Bag BR 45, Gaborone.	Import/Export foodstuffs, canned foods, bottled foods, frozen and chilled foods, packed foods, dried foods, milk products, non-alcoholic beverages, oil, house- hold consumables items, mineral water, paper products, sanitary ware, hygiene, cleaning materials and chemicals, photographic accessories and chemicals, stationery, plastics, cutlery, crockery, kitchen ware, glass ware, cigarettes, cigars, tobacco and snuff	Plot 10233, Moporoporo Road	National Licensing Authority	.98

Lubricants Supplies Botswana (Pty) Ltd, P. O. Box 2276, Gaborone.	Import/Export automotive and industrial lubricants including allied products	Whole of Botswana	National Licensing Authority	.98
Thusano Impex (Pty) Ltd, K & M Business & Secretarial Services (Pty) Ltd, P. O. Box 29, Gaborone.	Import/Export foodstuffs, electronic and electric goods and appliances, foot- wear, clothing, hardware, crockery, jewellery, perfumes, toiletries, stationery, office equipment	Throughout Botswana	National Licensing Authority	.98
Acorn Agencies (Pty) Ltd, C.R. Mabuse, P. O. Box 351, Gaborone, Represented by: Mrs E.J. Foster.	Import/Export foodstuffs, household goods, merchandise	Plot 2762, Phiri Crescent, Ext. 9, Gaborone	National Licensing Authority	.98
Mafulotalana Restaurant and Fresh Produce (Pty) Ltd, C.R. Mabuse, P. O. Box 351, Gaborone, Represented by: E. Setlhora.	Import/Export machines, machine tools, materials, clothing and household goods	Plot 13098 Broadhurst, Gaborone	National Licensing Authority	.98
The Golden Image (Pty) Ltd, Represented by: Miles B. Adjetej of Allied Business Services (Pty) Ltd, P. O. Box 502652, Gaborone.	Import/Export cosmetics, stationery, clothing, shoes, timber, building materials etc.	Plot 10240, Legolo Road, Broadhurst Industrial	National Licensing Authority	.98
New Era Cosmetics (Pty) Ltd, Represented by: Miles B. Adjetej of Allied Business Services (Pty) Ltd, P. O. Box 502652, Gaborone.	Import/Export cosmetics, shoes, jewellery, clothes, stationery, clothing materials, timber	Plot 14397 Gaborone West Industrial Estate	National Licensing Authority	.98
Osao Wholesaler & Manufactures, P. O. Box 291, Crown Mines 2025, Johannesburg 2001.	External Representative clothing and textiles	Plot 7, Bonanza Street, Selby, Ext. 19	National Licensing Authority	.98
Malebo Raditladi-Diedricks, P. O. Box 70, Gaborone.	External Representative herbaufe nutritional products, skin care products, hair products, perfumes	Plot 5216, Village	National Licensing Authority	.98

Licences

NOTICE IS HEREBY given that the undersigned intends to apply for a certificate in terms of section 9 of the Trade and Liquor Act, (Cap. 43:02) of 1987) to obtain a:

<i>Name and Address</i>	<i>Type of Licence</i>	<i>Location</i>	<i>Council</i>	<i>Date of Hearing</i>
Bemmsy Investments (Proprietary) Limited, c/o Corporate Services (Proprietary) Limited, P. O. Box 406, Gaborone.	General Trading	Lease Area No. 386 KO Situate on Portion 3 of the Farm Forest Hill No. 9 KO in the South East Administrative District	South East District Council	10.6.98
Bemmsy Investments (Proprietary) Limited, c/o Corporate Services (Proprietary) Limited, P. O. Box 406, Gaborone.	Fresh Produce	Lease Area No. 386 KO Situate on Portion 3 of the Farm Forest Hill No. 9 KO in the South East Administrative District	South East District Council	10.6.98
Bemmsy Investments (Proprietary) Limited, c/o Corporate Services (Proprietary) Limited, P. O. Box 406, Gaborone.	Restaurant/ Take Away	Lease Area No. 386 KO Situate on Portion 3 of the Farm Forest Hill No. 9 KO in the South East Administrative District	South East District Council	10.6.98
Greatwall Chinese Restaurant (Pty) Ltd, c/o E.K. Masalila (Pty) Ltd, P. O. Box 945, Gaborone.	Restaurant (Chinese)	Plot 5363, African Mall, Gaborone	Gaborone City Council	13.5.98
Bemmsy Investments (Proprietary) Limited, c/o Corporate Services (Proprietary) Limited, P. O. Box 406, Gaborone.	Petrol Filling Station	Lease Area No. 386 KO Situate on Portion 3 of the Farm Forest Hill No. 9 KO in the South East Administrative District	South East District Council	10.6.98
Lemash (Pty) Ltd, P. O. Box 202340, Gaborone.	Specialised Trading (electrical goods and appliances)	Plot 4790, Moapare Road, Gaborone	Gaborone City Council	13.5.98
PC NET (Pty) Ltd, P. O. Box 502578, Gaborone.	Specialised Trading for selling computers, computer accessories, peripherals and consumables	Tswana House, First Floor, Main Mall	Gaborone City Council	13.5.98
Sachi Holdings (Pty) Ltd, P. O. Box 30319, Tlokweng.	Speciality Trading desktop printing and publishing, computer software, secretarial services, communication gadgets, etc.	Plot 5639, Nakedi Road, Broadhurst	Gaborone City Council	13.5.98
Pep Botswana Holdings, P. O. Box 743, Gaborone.	Speciality clothing, footwear, bedding, kitchen ware, check out merchandiser (toys, torch batteries curtaining etc.)	Lot 8884, African Mall	Gaborone City Council	13.5.98

Trans Continental Investments (Botswana) (Pty) Ltd, Private Bag 70464, Gaborone.	Speciality clothing, shoes, handbags and related items	Plot No. 830, Ext. 2	Gaborone City Council	13.5.98
Motis Panel Beaters & Spray Painters (Pty) Ltd, P. O. Box 20849, Gaborone.	Workshop	Plot 1245, Haile Selassie Road, Gaborone	Gaborone City Council	13.5.98
Zip Services (Pty) Ltd, P. O. Box 40753, Gaborone.	Motor Trading vehicles including spares, body parts, engine parts, tyres and batteries	Plot 10205, Broadhurst, Gaborone	Gaborone City Council	13.5.98
Trans Continental Investments (Botswana) (Pty) Ltd, Private Bag 70464, Gaborone.	Hairdressing Salon	Plot No. 830, Ext. 2	Gaborone City Council	13.5.98
Pep Botswana Holdings Ltd, P. O. Box 743, Gaborone.	Speciality clothing, footwear, bedding, kitchen ware, curtaining, check out merchandiser (toys, torch batteries etc.)	Engen Shopping, Maun Centre, Lot 666	North West District Council	.98
Amos Rakolanyane, P. O. Box 2, Middlepits.	Fresh Produce	Middlepits	Kgalagadi District Council	.98
Fairway Supermarket, Private Bag 250, Maun.	Fresh Produce	Maun Engen Complex	Maun Local Licensing Authority	18.5.98
Mapetla & Sons (Pty) Ltd, P. O. Box 148, Shashe.	General Trading	Shashe	Tutume Sub-District Council	.98
Pharma Africa (Pty) Limited, c/o M. Ebrahim-Carstens, <i>Attorneys for Applicant</i> , P. O. Box 82, Gaborone.	Pharmacy	Plot 914, Chobe Commercial Centre, Kasane	Chobe Local Licensing Authority	12.5.98
Mama Africa (Pty) Limited, c/o M. Ebrahim-Carstens, <i>Attorneys for Applicant</i> , P. O. Box 82, Gaborone.	Specialised Trading for fancy goods, leisure wear, gifts and novelties	Plot 914, Chobe Commercial Centre, Kasane	Chobe Local Licensing Authority	12.5.98
J. Mafu, P. O. Box 962, Selebi-Phikwe.	Workshop/Garage	Industrial Site, Selebi-Phikwe	Selebi-Phikwe Town Council	.98
Kam Truck (Botswana) (Pty) Ltd, c/o Industrial Management & Accounting Services (Pty) Ltd, P. O. Box 40096, Gaborone.	Workshop (to repair all kinds of motor vehicles and trucks)	Plot 56/57, Tlokweng	South East District Council	.98
Kam Truck (Botswana) (Pty) Ltd, c/o Industrial Management & Accounting Services (Pty) Ltd, P. O. Box 40096, Gaborone.	Motor Trading	Plot 56/57, Tlokweng	South East District Council	.98
Rebecca Monogeng, P. O. Box 184, Pitsane.	Bar	Hebron	Southern District Council	19.5.98
Banki Mokgatitwane, Mafikane Post Office, P. O. Box 10149, Kanye.	Liquor Bar	Gakebuang	Southern District	19.5.98

J.T. Molapisi, P. O. Box 251, Palapye.	General Trading and Fresh Produce	Lotsane Ward, Palapye	Serowe/Palapye Local Authority	15.5.98
Linah K. Thito, P. O. Box 7, Mabeleapudi.	General Trading and Fresh Produce	Mabeleapudi	Serowe/Palapye Local Authority	15.5.98
Etheline K. Maano, P. O. Box 80, Maunatlala.	Fresh Produce	Kgosing Ward, Maunatlala	Serowe/Palapye Local Authority	15.5.98
Aathebana (Pty) Ltd, P. O. Box 83, Gaborone, c/o Business Development Services (Pty) Ltd, P. O. Box 106, Gaborone, Plot 708, Khwai Road, Ext. 2.	Bottle Store	Plot 1247, Xhosa No. 2	Mahalapye Sub- District Council	15.5.98
Aathebana (Pty) Ltd, P. O. Box 83, Gaborone, c/o Business Development Services (Pty) Ltd, P. O. Box 106, Gaborone, Plot 708, Khwai Road, Ext. 2.	Liquor Restaurant	Plot 1247, Xhosa No. 2	Mahalapye Sub- District Council	15.5.98
Industrial Marketing (Botswana) (Pty) Ltd, c/o Gurugroup Professional Services, P. O. Box 1816, Gaborone.	Motor Trading	Dibete Village	Mahalapye Sub- District Council	15.5.98
Jacob Mosimanyana, P. O. Box 466, Mmadinare.	General Trading	Manga Ward, Mmadinare	Bobirwa Sub- District Council	15.5.98
Basadi Joseph, P. O. Box 955, Mmadinare.	General Trading	Kelele Ward, Mmadinare	Bobirwa Sub- District Council	.98
Basadi Joseph, P. O. Box 955, Mmadinare.	Liquor Restaurant	Kelele Ward, Mmadinare	Bobirwa Sub- District Council	.98
Baya Setshwantsho, P. O. Box 562, Molepolole.	Restaurant Liquor	Lesetlheng Ward, Molepolole	Kweneng District Council	28.5.98
Balbir (Proprietary) Limited, Private Bag 0061, Molepolole.	Garage/Workshop	Plot 641, Bokaa, Molepolole	Kweneng District Council	28.5.98
B.H. Motor Group (Pty) Ltd, P. O. Box 2094, Gaborone.	Motor Trading	Plot 1023, Mogoditshane	Kweneng District Council	28.5.98
A.B.J. Investments (Pty) Ltd, c/o Industrial Management & Accounting Services (Pty) Ltd, P. O. Box 40096, Gaborone.	Speciality trading (to trade in baby products, leather goods, bags, shoes, clothing, cosmetics, perfumes, household goods, gifts and novelties)	Plot 124, Molepolole	Kweneng District Council	28.5.98

O. B. Distributors (Pty) Ltd, P. O. Box 20907, Gaborone.	Agent spot lights, car seat belt adjusters, car resuscitators, company incentives, health products, lumatech range of products, wearable works of art	Gaborone	National Licensing Authority	.98
Distributed Resources (Pty) Ltd, P. O. Box 797, Gaborone.	Import/Export stationery, computer accessories, and all types of office requisites	Whole of Botswana	National Licensing Authority	.98
B.S.L.N. Distributors (Botswana) (Pty) Ltd, P. O. Box 1966, Gaborone. Represented by: Mullan & Associates, P.O. Box 1966, Gaborone	Import/Export additional products foods, dry, canned, and bottled, oils, sweets and confec- tionaries, bakery premises, toiletries, cosmetics, hairdressing products, cleaning products and soap powders	Plot 14425, Gaborone	National Licensing Authority	.98
Mr John Mwelwa, Mweko Investments (Pty) Ltd, P. O. Box 401906, Gaborone.	Import/Export importation, warehousing, selling, buying, exporting used and second hand commodities e.g. stationery, cosmetics, clothing and motor vehicles	Gaborone	National Licensing Authority	.98
Shun Tong (Pty) Ltd, Miles Boye Adjetej, P. O. Box 502657, Gaborone. Represented by: Allied Business Services (Pty) Ltd,	Importers/Exporters clothes, shoes, watches, gift items, hats, electronic goods and equipment, cosmetics, fabrics, haberdashery, farm produce.	Plot 14397, Gaborone West Industrial Area	National Licensing Authority	.98
Jia Ling (Proprietary) Limietd, Miles Boye Adjetej, P. O. Box 502657, Gaborone. Represented by: Allied Business Services (Pty) Ltd,	Importers/Exporters clothing, shoes, watches, gift items, hats, electronic equipment, cosmetics, fabrics and haber- dashery	Plot 14397, Gaborone West Industrial Area	National Licensing Authority	.98
Morker (Pty) Ltd, Kernel Mo-India Phoko, P. O. Box 20025, Ntshinoge, Mochudi. Elias Wilfred, P. O. Box 20033, Gaborone.	Importer/Exporter machinery and raw materials	Mochudi	National Licensing Authority	.98
	Export and Import carvings, soapstones, clothing, cameras, watches, videos and television, electric appliances, computers, typewriters, leather jackets	Newstands Gaborone	National Licensing Authority	.98

North West District Council — Tender Notice No. NW/AB/1/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

<i>ITEM</i>	<i>LOCATION</i>	<i>TENDER PACKAGE</i>	<i>PROJECT DETAILS</i>
1	Maun	NW/AB/1/98	Construction of 1 No. LA2 Type House Ref. (A) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/1/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/2/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

<i>ITEM</i>	<i>LOCATION</i>	<i>TENDER PACKAGE</i>	<i>PROJECT DETAILS</i>
1	Maun	NW/AB/2/98	Construction of 1 No. LA2 Type House Ref. (B) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/2/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/3/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

<i>ITEM</i>	<i>LOCATION</i>	<i>TENDER PACKAGE</i>	<i>PROJECT DETAILS</i>
1	Maun	NW/AB/3/98	Construction of 1 No. LA2 Type House Ref. (C) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/3/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/4/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

<i>ITEM</i>	<i>LOCATION</i>	<i>TENDER PACKAGE</i>	<i>PROJECT DETAILS</i>
1	Maun	NW/AB/4/98	Construction of 1 No. LA2 Type House Ref. (D) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on Official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/4/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/5/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

<i>ITEM</i>	<i>LOCATION</i>	<i>TENDER PACKAGE</i>	<i>PROJECT DETAILS</i>
1	Gumare	NW/AB/5/98	Construction of 1 No. LA2 Type House Ref. (A) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/5/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/6/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

<i>ITEM</i>	<i>LOCATION</i>	<i>TENDER PACKAGE</i>	<i>PROJECT DETAILS</i>
1	Gumare	NW/AB/6/98	Construction of 1 No. LA2 Type House Ref. (B) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/6/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/7/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Gumare	NW/AB/7/98	Construction of 1 No. LA2 Type House Ref. (C) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/7/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/8/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Gumare	NW/AB/8/98	Construction of 1 No. LA2 Type House Ref. (D) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/8/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/9/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Gumare	NW/AB/9/98	Construction of 1 No. LA2 Type House Ref. (E) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/9/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/10/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Maun	NW/AB/10/98	Construction of 1 No. MLA3 Type House Ref. (A) with related services for (TLB).

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/10/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/11/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Maun	NW/AB/11/98	Construction of 1 No. LA2 Type (TLB) House Ref. (B) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/11/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/12/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Maun	NW/AB/12/98	Construction of 1 No. LA2 Type (TLB) House Ref. (C) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/12/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/13/98**DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"**

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Maun	NW/AB/13/98	Construction of 1 No. LA2 Type (TLB) House Ref. (D) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/13/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/14/98**DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"**

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

ITEM	LOCATION	TENDER PACKAGE	PROJECT DETAILS
1	Mogotho	NW/AB/14/98	Construction of 1 No. LA2 Type (TLB) House Ref. (E) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/14/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/15/98

DEVELOPMENT CONSTRUCTION — "DISTRICT HOUSING"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

<i>ITEM</i>	<i>LOCATION</i>	<i>TENDER PACKAGE</i>	<i>PROJECT DETAILS</i>
1	Seronga	NW/AB/15/98	Construction of 1 No. LA2 Type (TLB) House Ref. (F) with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/15/98 — Construction of Development Project – "District Housing" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender Notice No. NW/AB/16/98

DEVELOPMENT CONSTRUCTION — "CONSTRUCTION OF WARE HOUSE AND OFFICES"

TENDERS ARE INVITED by the North West District Council for the construction of the following project(s) from contractors registered with the Ministry of Local Government, Lands and Housing under category 2 and above.

<i>ITEM</i>	<i>LOCATION</i>	<i>TENDER PACKAGE</i>	<i>PROJECT DETAILS</i>
1	Chobe	NW/AB/16/98	Construction of 1 No. Ware House and Offices with related services.

Tender documents can be obtained from Architectural and Buildings Department, North West District Council, Office No. 110 and 112 First Floor, Second Block at Rural Administration Centre (RAC) – Maun during working hours on payment of a non-refundable fee of P50.00.

Only tenders submitted on official form of tender shall be considered. No drawings, specifications and other papers from the documents should be removed or detached. Any detachment of papers from the documents may lead to disqualification of tender.

Tenders to be submitted in a plain sealed envelope clearly marked: "Tender Notice No. NW/AB/16/98 — Construction of Development Project – "1 No. Ware House and Office" and shall be posted in the tender box at the office of the Council Secretary, North West District Council, Private Bag 01, Maun "RAC Building" not later than 09.00 hours on Friday 5th June, 1998.

Tender opening shall be immediately thereafter 9.00 a.m. on the same day in the Council Chamber and tenderers are at liberty to attend.

Notwithstanding anything contained in the foregoing, the North West District Council is not bound to accept the lowest or any tender nor to give reasons thereof.

North West District Council will not reimburse any expenses in respect of the preparation thereof.

T. RAVEENDRAN,
for/Council Secretary.

First Publication

North West District Council — Tender No. NW/ED/001/98**SUPPLY AND DELIVERY OF SCHOOL MATERIALS**

NORTH WEST DISTRICT COUNCIL invites tenders for the supply and delivery of School materials for Primary Schools of Ngami, Chobe and Okavango Sub-Districts of the North West District Council.

Deliveries for Ngami and Okavango Sub-districts shall be made to Maun Warehouse and deliveries for Chobe Sub-District shall be made to Kasane warehouses.

Samples are a pre-requisite for this tender. Tenderers shall indicate:— Prices in Botswana Currency.

- Validity of the tender
- Possible date of delivery
- Inclusion of sales tax and transport

Prices shall remain valid until all deliveries are made.

Tender documents are obtainable from the office of the Principal Education Secretary, Room No. 106, Rural Administration Centre, Maun, at a non refundable fee of P20,00 as from 15th April, 1998, during normal working hours.

Only tenders submitted on official forms of tender shall be considered. Any detachment of papers from the document may lead to disqualification of tender.

Tenders shall be submitted in a plain sealed envelope clearly marked "Tender No. NW/ED/001/98 — Supply and Delivery of School Materials", to be posted in the tender box at the Council offices, North West District Council, Private Bag 001, Maun, not later than 0900 hours on 5th June, 1998.

Tender opening shall be immediately after 0900 hours of the same day in the Council Chamber and tenderers willing to attend are free to attend.

Notwithstanding anything contained in the foregoing, North West District Council is not bound to accept the lowest or any tender nor to give any reasons thereof. North West District Council will not reimburse any expenses in respect of the preparation thereof.

O.B. RAMAKOBA,
for Council Secretary.

First Publication

North West District Council — Tender No. NW/ED/2/98**SUPPLY AND DELIVERY OF COOKING POTS**

NORTH WEST DISTRICT COUNCIL invites tenders for the supply and delivery of three legged cooking pots as indicated below:—

- 28 x size 25 three legged pots
- 28 x size 25 three legged pots
- 19 x size 18 three legged pots

Deliveries should be made to Maun Warehouse and prices should remain valid until all deliveries are made. Prices should be in Botswana currency.

Tenders must be enclosed in a plain sealed envelope clearly marked "Tender No. NW/ED/2/98 — Supply and Delivery of Cooking Pots" addressed to the Council Secretary, Private Bag 001, Maun.

Tenders should reach the office for the Council Secretary and posted to the tender box not later than 0900 hours on 5th June, 1998 time at which official opening shall take place. Tenderers willing to attend may do so. Council does not bind itself to accept any tender or the lowest either is Council bound to give reasons of acceptance or non-acceptance thereof.

O.B. RAMAKOBA,
for Council Secretary.

First Publication

Kgatlang District Council — Tender No. KG 17 of 1998

SUPPLY, INSTALLATION AND MAINTENANCE OF PHOTOCOPYING MACHINE

KGATLENG DISTRICT COUNCIL invites tenders for the supply, installation and maintenance of an efficient, heavy duty, high speed, low on cost and simple to operate photocopying machine.

Tender documents can be obtained from Kgatleng District Council, Rural Administration Centre, Room No. 56 during working hours on payment of a non-refundable tender fee of P25,00.

Tenders must be submitted in a plain sealed envelope clearly marked "Tender No. KG 17 of 1998" and addressed to the Council Secretary, Kgatleng District Council, Private Bag 11, Mochudi. Or hand delivered to the Council Secretary's Office, room No. 26, Rural Administration Centre, Mochudi so as to reach her office not later than 28th May, 1998 at 0800 hours. Tenders received after the stipulated time and date will not be considered. Tenders shall be opened on the 28th May at 0900 hours and interested tenderers are free to attend the official opening at their own costs.

The Council is not bound to accept the lowest or any tender, nor give reasons for the non-acceptance of any tender. Kgatleng District Council will not be responsible for the cost thus incurred in the preparation of the tender thereof.

G.T. MATSILA,
for Council Secretary.

First Publication

Southern District Council — Tender No. SDC/14/1998

SUPPLY OF SECURITY SERVICES

SOUTHERN DISTRICT COUNCIL invites tenders for the supply of security services for its supplies warehouse for the period of 1st June, 1998 to 31st May, 1999. Council will require 15 hours night security service during week days and 24 hours security service during weekends and public holidays.

Tenders must be enclosed in a plain sealed envelopes clearly marked "Tender Number SDC/14/1998 — Supply of Security Services" Tenders should be addressed to the Council Secretary, Southern District Council, Private Bag 002, Kanye and must reach his office not later than 09.00 hours of 28th May, 1998. Tender opening will commence immediately after closing time and tenderers wishing to attend are free to do so.

The Southern District Council is not bound to accept the lowest or any tender or assign any reasons for non-acceptance thereof.

F. MOTHUBANA,
for Council Secretary.

First Publication

Lobatse Town Council — Tender No. L.T.C/7/98

SUPPLY OF VEHICLES

LOBATSE TOWN COUNCIL invites tenders from all Botswana registered motor dealer to supply heavy and light vehicles.

Tender specifications can be obtained from the Chief Technical Officer (Auto) at the price of twenty Pula each. Specifications can be obtained by writing or in person.

All tenders to be submitted in a plain sealed envelope clearly marked "Tender No. L.T.C./7/98 — Supply of Vehicles" and addressed to: The Town Clerk, Lobatse Town Council, Private Bag 28, Lobatse. It must reach his/her offices on 29th May, 1998, not later than 0900 hours.

Tenders will be opened immediately after closing time and willing tenderers may be present at the time of opening. Telegraphic, Telefax or telephonic tenders will not be considered.

Notwithstanding anything contained in the foregoing, Lobatse Town Council is not bound to accept the lowest or any tender nor to assign reasons for the rejection or to incur any expenses in preparation thereof.

D.P. SEBOGODI,
for Town Clerk.

First Publication

Jwaneng Town Council — Tender No. JTC/ED/1/98

SUPPLY AND DELIVERY OF EDUCATIONAL MATERIALS FOR PRIMARY SCHOOLS

A. GENERAL CONDITIONS:

- (1) The Supplier should have established and Registered offices with Botswana.
- (2) The Supplier should ensure that items covered by this contract are packed very neatly. The packing must be sufficient to ensure safe arrival at the Council Warehouse.

B. IMPORTANT NOTES

- (1) The Council reserves the right to accept in whole or in part any tender or any item tendered and shall not give reasons for rejection or acceptance thereof.
- (2) The council is not bound to incur any expenses in the preparation or any other related cost in the submission of the tender.
- (3) The delivery period of each item shall be four (4) calendar weeks from the date of firm order. Under Special Circumstances delivery of any item may be extended, provided the supplier has specified as such in the relevant Column of the tender documents, but such extension period should not be beyond 31st October, 1998.
- (4) The offer must include free transport to Jwaneng.
- (5) tenderers must submit samples.
- (6) Sealed tenders shall be deposited in the tender box at the Town Clerks offices, Jwaneng Town Council on 21st May, 1998 not later than 12.00 noon.

B.S. NCUBE,
for Town Clerk.

First Publication

Kgalagadi District Council — Tender No. KGDC 12 of 1998

SUPPLY OF MOTOR SPARE PARTS

KGALAGADI DISTRICT COUNCIL invites tenders from registered motor spare dealers for the supply of motor spare parts.

Tender documents can be obtained from the office of the Chief Technical Officer (Auto), at a fee of P20.00 being payable at the Council Revenue office.

Tenders to be submitted or posted in plain sealed envelopes marked "Tender No. KGDC 12 of 1998 — Supply of Motor Spares" to the office of the: Council Secretary, Kgalagadi District Council, Private Bag 005, Tsabong. All tenders are to reach the above mentioned office not later than 0900 hours on 19th May, 1998 at which tenders will be opened.

The Council is not bound to purchase spares from the lowest or give any reasons whatsoever.

DAVID SIELE.

First Publication

Kgalagadi District Council — Tender No. KGDC 13 of 1998**SUPPLY OF TYRES AND TUBES**

KGALAGADI DISTRICT COUNCIL invites tenders from registered tyre dealers for the supply of tyres and tubes.

Tender documents can be obtained from the office of the Chief Technical Officer (Auto). Tenders to be submitted or posted to the office of the: Council Secretary, Kgalagadi District Council, Private Bag 005, Tsabong.

All tenders are to reach the above mentioned office not later than 0900 hours on 19th May, 1998 at which opening shall be conducted.

The Council is not bound to purchase spares from the lowest or give any reasons whatsoever.

DAVID SIELE.

First Publication

Kgalagadi District Council — Tender No. KGDC 15 of 1998**PRIMARY SCHOOL SUPPLIES AND MATERIALS**

KGALAGADI DISTRICT COUNCIL invites tenders from registered book sellers for the supply and delivery of primary School Supplies and Materials as follows:—

- (a) Science Equipment
- (b) Needlework Supplies
- (c) Pupils and Class Consumables
- (d) Administration Materials

Tenders should be submitted in a plain sealed envelope clearly marked "Tender No. 15 of 1998 — Supply of Primary School Supplies and Materials" to the Council Secretary, Kgalagadi District Council, Private Bag 005, Tsabong.

Tenders should reach this office on or before the 19th May, 1998 at 0900 hours at which they shall be opened in Room 106 in the presence of tenderers if any.

Tenderers are requested to adhere to the following:—

- (a) Bring along samples of items you intend to supply
- (b) All prices should be in Botswana Currency
- (c) State the validity of the price
- (d) State possible date of delivery

Tender documents and specifications will be available for collection at office No. 108, Rural Administration Centre at a non-refundable fee of P20.00.

Notwithstanding anything in the foregoing, the Council is not bound to accept the lowest or any tender nor to assign any reasons for rejecting or to incur any expenses in the preparation thereof.

D. IPOTSENG,
for Council Secretary.

First Publication

Kgalagadi District Council — Tender No. KGDC 14 of 1998

SUPPLY OF UNIFORMS AND PROTECTIVE CLOTHING

KGALAGADI DISTRICT COUNCIL invites tenders from suppliers who can supply uniforms and protective clothing as listed below:—

- | | |
|--|---|
| 1. 1 Piece Blue Overall | 15. Jordon Shoes Black/Brown |
| 2. 2 Piece Blue Overall | 16. Khakhi Trousers Wash and Wear |
| 3. 1 Piece Acid Proof Overall — Grey/Olive Green | 17. Khakhi Shirts Long sleeve — Wash and wear |
| 4. 2 Piece Acid proof Overall — Grey/Olive Green | 18. Khakhi Suit with Brass Buttons |
| 5. Ladies Overall Penal Body — Sky Blue | 19. Peak Cap Khakhi (watchman) |
| 6. Ladies Black Shoes/Idlers | 20. Black tie (Watchman) |
| 7. Khakhi Dust Coat | 21. Military Overcoat |
| 8. White Dust Coat | 22. 2 Piece rain Suit with Hood |
| 9. Dust Coat Acid Proof — Olive Green | 23. 2 Piece Rain Suit (Ladies) |
| 10. 1 Piece White Overall | 24. Lamb Baret (Maroon/Navy) |
| 11. V-Neck Jersey — Grey/Navy | 25. Bush Hat (Khakhi) |
| 12. Cardigan — Grey/Navy | 26. Jurquish Dress |
| 13. Safety Boots Brown/Black | 27. Ladies Shoes $\frac{3}{4}$ Heel Brown |
| 14. Brown/Black $\frac{1}{2}$ boots with steel toe | |

CONDITIONS OF TENDERS ARE AS FOLLOWS:—

- (a) Unit Price
- (b) Delivery period
- (c) Validity of prices
- (d) All overalls for men/ladies and dust Coats to be printed KGDC on the chest left side
- (e) Tender responses are to be submitted in a plain sealed envelope clearly marked "Tender No. 14 of 1998 — Supply of Uniforms and Protective Clothing" addressed to: Council Secretary, Kgatleng District Council, Private Bag 005, Tsabong.

Tenders should reach this office before 09.00 hours on the 19th May, 1998 at which they will be opened. Kgalagadi District Council is not bound to accept the lowest or any tender nor give reasons for not accepting any tender.

M.K. MOJI,
for Council Secretary.

First Publication

Selebi-Phikwe Town Council — Re-Tender of Tender No. 03/98

ESTABLISHMENT AND MANAGEMENT OF A FLEA MARKET

TENDER PROPOSALS ARE invited from suitably qualified companies and/or individuals for the establishment and management of a flea market in the Selebi-Phikwe Mall.

The flea market is to be established on car parking Lot No. 2535 East of the BBS Building. The market should operate only outside ordinary office/shopping hours. No permanent structures/features will be allowed at this initial stage of the project. The successful tenderer will enter into a 12 months contract period with an option of a 24 months renewal.

Tenderers are to submit their proposed plan of operation together with a complete company background in case of companies or a curriculum vitae in case of individuals. Company background or curriculum vitae are to be accompanied by financial references. Tenders must also indicate the amount of lease they propose to pay to the Selebi-Phikwe town Council.

Tenders duly completed are to be submitted in a plain sealed envelope clearly marked "Tender No. 03/98 — Establishment and Management of a Flea Market" addressed to the Town Clerk, Selebi-Phikwe Town Council, Private Bag 001, Selebi-Phikwe to reach him not later than 12.00 noon on Friday, 5th June, 1998.

Tenders will be opened on the same date at 14.00 hours. Tenderers wishing to be present at the opening of tenders are free to do so.

Telegraphic, telefax or telephonic tenders will not be considered.

Notwithstanding anything in the foregoing, Selebi-Phikwe Town Council is not bound to accept the highest or any tender or any part nor to incur any expenses in preparation thereof.

J. NDJAVERA,
Town Clerk.

First Publication

Selebi-Phikwe Town Council — Re-Tender of Tender No. SPTC/F/04/98

SUPPLY AND DELIVERY OF BREATHING APPARATUS COMPRESSOR MACHINE

TENDERS ARE INVITED by the Selebi-Phikwe Town Council from suitably qualified companies for the supply and delivery of a breathing apparatus compressor machine of description below:

Breathing apparatus compressor machine with three phase electric motor, capacity 5.5 hp = 4.0 kw; able to deliver free air of 190 l/m at a rate of 1.1 minute with r.p.m. of 1300; should have switch over version of 225/300 bar with triplex filter system; dimensions in mm 1120 x 570 x 620; weight 93 kg; the compressor to be fitted with the following: three cylinders, three stage compression, crash frame, filling assembly with two filling hoses 1 m with distribution, filling valve with automatic venting and pressure gauge, filling adaptors according to DIN 477 and/or international filling yokes for PN 200 and with four folding handles and intake hoses 3 m.

Prices quoted are to be in Botswana Pula held firm against forex fluctuations for a period of 90 days from the closing date of tender. Prices quoted are to include all transport, levies, duties taxes etc. Tenderers are to state clearly delivery period which may not exceed 2 months from date of order. Tenders are to be accompanied by detailed pamphlets/specifications of items offered including warranties and comprehensive spare parts supplied from agents within Botswana.

Tenders duly completed are to be submitted in a plain sealed envelope clearly marked "Tender No. SPTC/F/04/98 — Supply and Delivery of Breathing Apparatus Compressor Machine" addressed to the Town Clerk, Selebi-Phikwe Town Council, Private bag 001, Selebi-Phikwe to reach him not later than 12.00 noon on Friday, 5th June, 1998.

Tenders will be opened on the same date at 14.00 hours. Tenderers wishing to be present at the opening of tenders are free to do so.

Telegraphic, telefax or telephonic tenders will not be considered.

Notwithstanding anything in the foregoing, Selebi-Phikwe Town Council is not bound to accept the lowest or any tender or any part nor to incur any expenses in preparation thereof.

P. KASZAY,
for Council Secretary.

First Publication

Selebi-Phikwe Town Council — Tender No. 13/98

SECURITY SERVICES (GUARDS) FOR SELEBI-PHIKWE TOWN COUNCIL PROPERTIES

TENDERS ARE INVITED by the Selebi-Phikwe Town Council from registered Security Service Companies for the provision of security services (guards) to various Council Properties.

Tender documents can be obtained on presentation of receipt for payment of a non-refundable tender fee of P20.00 from office No. 1.29 (Senior Architect), Selebi-Phikwe Town Council as from 5th May, 1998. Tenders duly completed are to be submitted in a plain sealed envelope clearly marked "Tender No. 13/98 — Security Services (Guards)" addressed to the Town Clerk, Selebi-Phikwe Town Council, Private Bag 001, Selebi-Phikwe to reach him not later than 12.00 noon on Friday 5th June, 1998.

Tenders will be opened on the same date at 14.00 hours. Tenderers wishing to be present at the opening of tenders are free to do so.

Telegraphic, telefax or telephonic tenders will not be considered.

Notwithstanding anything in the foregoing, Selebi-Phikwe Town Council is not bound to accept the lowest or any tender or any part nor to incur any expenses in preparation thereof.

P. KASZAY,
for Town Clerk.

First Publication

Kweneng District Council — Tender No. 10 of 1998**CONSTRUCTION OF MECHANICAL WORKSHOP AT LETLHAKENG**

KWENENG DISTRICT COUNCIL invites tenders from local contractors registered with the Ministry of Local Government, Lands and Housing to construct a mechanical workshop at Letlhakeng Mechanical workshop.

For contractors who possess category 5 and 6 only. Tender documents are to be collected from office No. 20 RAC, Molepolole with a non-refundable fee of fifty Pula (P50.00) starting from the 24th April, 1998 during working hours. Tenders should be submitted in a plain sealed envelope marked "Tenders No. 10 of 1998 — Construction of Mechanical Workshop at Letlhakeng" and addressed to the: Council Secretary, Kweneng District Council, Private bag 005, Molepolole.

Tenders should reach the office of the Council Secretary not later than 0900 hours on the 22nd May, 1998 at which time they will be opened in the: Council Chamber in the presence of the bidders who choose to attend. The Council is not bound to accept the lowest or any tender or part thereof and will not give reasons for its decision.

L.S. TLHALERWA,
for Council Secretary.

First Publication

Kweneng District Council — Tender No. 11 of 1998**SUPPLY OF OFFICE FURNITURE AT LETLHAKENG**

KWENENG DISTRICT COUNCIL invites tenders for the supply of office furniture at Letlhakeng Council offices.

Bidders are requested to include their furniture catalogue in their tender envelopes. Tenders should be submitted in a plain sealed envelope clearly marked "Tender No. 11 of 1998 — Supply of Office Furniture at Letlhakeng Sub-District" and addressed to the: Council Secretary, Kweneng District Council, Private Bag 005, Molepolole, not later than 22nd May, 1998 at which time they will be opened to the public and those bidders who wish to attend are welcome.

The following furniture are to be quoted for:—

- (a) Swivel chairs 10 No.
- (b) 1 x 6 drawer desk 10 No.
- (c) Visitors chairs 17 No.
- (d) 1 x 4 drawer filing cabinet 5 No.
- (e) 1 x 3 drawer desk for Typists 2 No.
- (f) Stationery cabinet 1 No.

L.S. TLHALERWA,
for Council Secretary.

First Publication

Botswana Telecommunications Corporation — BTC 002/98—99**SOUTH REGION PRE-QUALIFICATION**

- 1.0 Construction/Civil works Companies capable of carrying out underground laying, cable laying and other associated works for the Southern Region of Botswana, are invited for pre-qualification, to be included in the existing selective list.
- 1.1 Interested Companies, must be familiar with telecommunication underground civil works, and be prepared to operate anywhere in the southern part of Botswana. Companies already in BTC pre-qualification register need not apply.

- 1.2 Pre-qualification documents can be purchase for a non-refundable sum of P200 from:

Secretary Tender Committee/Manager Corporate procurement
Botswana Telecommunications Corporation
Megaleng, Third Floor
Khama Crescent, Government Enclave
P.O. Box 700
Gaborone
Botswana.

- 1.3 Pre-qualification documents and all other supporting documents in Triplicate, shall be submitted in a plain sealed package bearing only the following inscription:

Pre-qualification BTC 002/98—99 for underground Duct and Cable Laying in the Southern Region of Botswana

and shall be delivered by hand or mailed to the above address to arrive not later than 1200 noon on Wednesday 6th May, 1998.

- 1.4 submission of pre-qualification documents will not imply the right to be on the BTC pre-qualification registered for the stated works in the southern region.
- 1.5 Telegraphic, telexed or telephonic submissions, and submissions made after the above mentioned time and date will not be accepted.
- 1.6 Pre-qualification submissions will be treated as confidential and shall remain so, whether successful or not.

Enquiries can be directed to:	Telephone	358203
	Facsimile	37495

First Publication

Mahalapye Sub-District Council

SALE OF UNSERVICEABLE STORES

THE PUBLIC IS NOTIFIED for general information that Mahalapye Sub-District Council shall sell by Public Auction Sale on the 28th — 29th May, 1998.

- (a) Vehicles
- (b) Spares, used tyres and other unserviceable stores.

Items to be sold can be viewed from the Council Stores premises from 07.30 hours — 04.30 hours from Monday to Friday.

CONDITIONS OF SALE

Items will be sold in lots to the highest bidder. All items are sold in conditions as they stand and no warranty expressed or implied.

A refundable deposit of P200.00 will be required at the gate entrance for the Public wishing to buy vehicles and P10.00 for other items other than vehicles. The amount deposited may be deducted from the purchase price for the successful bidders immediately after sale.

Payment must be made by cash or bank certified cheques immediately after an item is sold.

All items sold are to be removed from Council premises soon after Auction (7) seven days. Council will not be responsible for safety of sold items such as damages or losses, and during this period the risks remains with the buyer. Failing which will result in the ownership reverting to Council and no refund will be made.

CONTACT PERSON:—

G.E. Kewamodimo Tel 412470 or 410280
K.N. Sorinyane

G.E. KEWAMODIMO,
for Assistant Council Secretary.

First Publication

South East District Council — Tender No. SEDC/MLB/SW/11/1998

MALETE LAND BOARD STAFF HOUSES SEWERAGE REHABILITATION

SOUTH EAST DISTRICT COUNCIL wish to inform all tenderers that the official closing date for tender No. SEDC/MLB/SW/11/1998 has been postponed from the 21st April, 1998 to 12th May, 1998.

The Council is very sorry for the inconvenience.

L.M. NKABILA,
for Council Secretary.

First Publication

South East District Council — Tender No. SE/PSM/12 of 1998

SUPPLY OF PRIMARY SCHOOL MATERIALS

THIS SERVES TO INFORM the public that "Tender No. SE/PSM/12 of 1998 — Supply of Primary School Materials" was supposed to be opened on the 21st April, 1998, but postponed to the 12th May, 1998 — 09.00 hours.

Any inconvenience caused is regretted.

M.N. MODISENYANE,
for Council Secretary.

First Publication

South East District Council — Tender No. SE/PSF/13 of 1998

SUPPLY OF PRIMARY SCHOOL FURNITURE

THIS SERVES TO INFORM the public that "Tender No. SE/PSF/13 of 1998 — Supply of Primary School Furniture was supposed to be opened on the 21st April, 1998, but postponed to the 12th May, 1998 — 9.00 a.m.

Any inconvenience caused is regretted.

M.N. MODISENYANE,
for Council Secretary.

First Publication

Malete Land Board

MAY Mr Daniel Masike formerly of Box 20 Ramotswa please meet with the Malete Land Board Secretary within 2 weeks of the first publication of this notice.

This is in connection with an undeveloped industrial plot situated at Sepitswane Industrial area in Ramotswa and jointly allocated to you and the late Kabelo Ramokhua.

DATED at Ramotswa on this 24th day of April, 1998.

M. MAPHALALA, FOR BOARD SECRETARY.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act, 1987 that We, M.N. Investments have disposed of our entire interest in carrying on the business of Liquor Restaurant to Dewnew Investments who will continue to trade at the same premises and under the same style of business of a Liquor Restaurant.

M.N. INVESTMENTS, c/o P.R. EXECUTIVE, P.O. Box 2160, GABORONE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act, 1987 that We, Thanda Bantu Furnishers (Tonota) have disposed of our entire interest in carrying on the business of Furnishers to Ellerines Furnishers who will continue to trade at the same premises and under the same style of Ellerines Botswana (Pty) Ltd.

MAARTEN P.A. COETSEE, Private Bag F342, FRANCISTOWN.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act, (Cap. 43:02) that I, Gosiami T. Morapedi have disposed of my entire interest in carrying on the business of Liquor Restaurant to Basadi Joseph who will continue to trade at the same premises and under the same style of Liquor Restaurant.

G.T. MORAPEDI, P.O. Box 77, SERULE, GOJWANI VILLAGE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act, (Cap. 43:02) that I, Mothibedi Moseki have disposed of my entire interest in carrying on the business of Sedudu General Dealer to Jacob Mosimanyana who will continue to trade at the same premises and under the same style of Sedudu General Dealer.

MOTHIBEDI MOSEKI, P.O. Box 24, MMADINARE.

First Publication

Notice of Intention to Dispose of Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (c) of the Trade & Liquor Act, (Cap. 43:02) that We, Kgale Mall Filling Station (Proprietary) Limited have disposed of our entire interest in carrying on the business of Petrol Filling Station, Fresh Produce, General Dealer and Restaurant/Takeaway Restaurant to Bemmsy Investments (Proprietary) Limited who will continue to trade at the same premises and under the same style of a Petrol Filling Station, fresh Produce, General Dealer and Restaurant/Takeaway Restaurant.

KGALE MALL FILLING STATION (PROPRIETARY) LIMITED, c/o CORPORATE SERVICES
(PROPRIETARY) LIMITED, P.O. Box 406, GABORONE.

First Publication

Change of Name

PURSUANT to section 21 (1) of the Companies Act (Cap. 42:01) as amended, notice is hereby given that Batho Molema (Proprietary) Limited will make application to the Registrar of Companies for his written approval to change the name of the company to Molema Batho (Proprietary) Limited after 14 days of the publication of the second advertisement have elapsed.

DOWA ATTORNEYS, First Floor, Post Office Building (The Mall), Private Bag BO 266,
Bontleng, GABORONE.

First Publication

Change of Name

NOTICE IS HEREBY given that Associated Accounting Services (Proprietary) Limited Co. No. 5752 proposes to change its name to Acumen Tax Consultants (Proprietary) Limited pursuant to Section 21 (1) of the Companies Act (Cap. 42:01) as amended. The company intends to write to the Registrar of Companies seeking his approval to change the name after 14 days of the second publication of this advertisement.

ACUMEN BUSINESS SERVICES (PTY) LTD, P.O. Box 1157, GABORONE.

First Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that, the undersigned intends to apply for a transfer of a Liquor Restaurant Licence in respect of premises situated at Lot 17865 Ext. 3 G/West to Dewnew Investments (Pty) Ltd who will continue to trade at the premises and under the same style of a Liquor Restaurant and that the Gaborone City council has determined that the application shall be heard by the Licensing Authority.

M.N INVESTMENTS (PTY) LTD, P.O. Box 40903, GABORONE.

First Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that, the undersigned intends to transfer Specialised Licence in respect of premises situated at Tsabong to Pieman who will continue to trade at the same premises and under the same style of a Speciality and that the Kgalagadi District council has determined that the application shall be heard by the Licensing Authority in April, 1998.

SMAJAN & SONS, P.O. Box 795, MOGODITSHANE.

First Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that, the undersigned intends to transfer General Dealer Licence in respect of premises situated at Draihoeck to Lilian Oats who will continue to trade at the same premises and under the same style of General Dealer and that the Kgalagadi District council has determined that the application shall be heard by the Licensing Authority on the 29th April, 1998.

JACOB EYMAN, Private Bag 13, TSABONG.

First Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN that, the undersigned intends to apply for a transfer of a Specialised Dealer Licence from P C Concrete Botswana (Proprietary) Limited to Quarries of Botswana (Proprietary) Limited trading as QOB - Readymix and that the City of Francistown Council Licensing Authority has determined to hear the application on the 12th May, 1998.

QUARRIES OF BOTSWANA (PROPRIETARY) LIMITED, c/o CHARTACC BUSINESS SERVICES
(PROPRIETARY) LIMITED, P.O. Box 28, FRANCISTOWN.

First Publication

Notice of Intention to Transfer Trading/Liquor Licence

NOTICE IS HEREBY GIVEN in terms of section 23 (1) of the Trade & Liquor Act, 1987 (No. 29 of 1986) that the undersigned intends to transfer/remove their licence from Sesenye Maano to Etheline Maano and will continue to trade under the same style of a General Dealer.

SESENYE MAANO, P.O. Box 80, MAUNATLALA.

First Publication

Change of Style

NOTICE IS HEREBY GIVEN that the undersigned intends to apply for a change of style of the business from a Restaurant to Liquor Restaurant licence in respect of premises situated at Lot No. 5 Gaborone Station and that the Gaborone City Council has determined that the application shall be heard by the Licensing Authority on the 13th May, 1998.

GABOTSHOBELWE MOTSUADI, P.O. Box 402687, GABORONE.

First Publication

Lost Title Deed

NOTICE IS HEREBY given that we intend to apply for a certified copy of Deed of Transfer No. 69/75 dated 7th day of February, 1975 passed in favour of Azariah Kealeboga Moagi.

in respect of:

CERTAIN:
SITUATE:
MEASURING:
HELD UNDER:

piece of land being Lot 307, Gaborone;
in Gaborone, Extension 5;
1 347m² (One thousand three hundred and forty seven square metres);
Deed of Transfer No. 69/75 dated 7th day of February, 1975 passed by
Azariah Kealeboga Moagi.

All persons having objection to the issue of such copy are hereby required to lodge the same in writing to the Registrar of Deeds within three weeks from the last publication of this notice.

DATED at Gaborone on this 8th day of April, 1998.

LESETEDI & COMPANY, ATTORNEYS, NOTARIES AND CONVEYANCERS,
Private Bag 00201, Lot 3267, Sechaba Close, GABORONE.

First Publication

Lost Title Deed

NOTICE IS HEREBY given that we intend to apply for a certified copy of Deed of Fixed Period State Grant No. 485/80 dated 13th August, 1980 passed in favour of Constance Bernadette Murtagh in respect of the below-mentioned property, namely:

CERTAIN:	piece of land being Lot 2440;
SITUATE:	in Selebi-Phikwe Township;
MEASURING:	510m ² (Five hundred and ten square metres);

All persons having objection to the issue of such copy are hereby required to lodge same in writing with the Registrar of Deeds, Private Bag 0020, Gaborone within 3 (three) weeks from the last publication of this notice.

DATED at Gaborone this 20th day of April, 1998.

RAHIM KHAN & COMPANY, First Floor, Thipe House, African Mall,
P.O. Box 1884, GABORONE.

First Publication

Next of Kin Meeting

IN THE ESTATE of the late Nnoti Nko notice is hereby given that by virtue of section 31 of the Administration of Estates Act (Cap. 31:01) the Master of the High Court at Lobatse has called for a meeting of the Next of Kin of the above-named deceased to be held at his chambers at the High Court on the 20th May 1998 at 10.00 a.m.

SIKHAKHANE & COMPANY, 1 Khama Avenue, Suit 5, 1st Floor, Century Centre,
P.O. Box 449, LOBATSE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 2526/96

In the matter between:

KGALAGADI BREWERIES (PTY) LIMITED t/a SEGWANA
and
G.N. MALABA

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the under-mentioned movable property of the Defendant will be sold in execution as follows:

DATE OF SALE: Saturday 16th May, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 5 piece sofas, 3 piece room divider, 10 chairs and coffee table.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 20th day of April, 1998.

DEPUTY SHERIFF PHILLIP MOGOME, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 243/97

In the matter between:

THE LIQUIDATOR
BOTSWANA COOPERATIVE BANK LIMITED (IN LIQUIDATION)
and
GEOFFREY'S POULTRY & PIGGERY

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property belonging to the Defendant will be sold in execution as follows:

DATE OF SALE: Saturday 16th May, 1998
TIME: 10.00 a.m.
VENUE: Kopong Customary Court
PROPERTY TO BE SOLD: Livestock comprising 9 pigs.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 21st day of April, 1998.

DEPUTY SHERIFF KETSHABILE, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1283/97

In the matter between:

**FIRST NATIONAL BANK OF BOTSWANA LTD
and
TADIOUS JARAVAZA**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the under-mentioned movable property of the Defendant will be sold in execution as follows:

DATE OF SALE: Saturday 2nd May, 1998
TIME: 10.00 a.m.
VENUE: Kasane Police Station
PROPERTY TO BE SOLD: 3 piece wall unit, KIC television, 3 piece lounge suite, Indesit electric fridge, music system, Defy electric fridge, 2 bar stools, bar counter, 4 burner gas stove, Satellite dish and receiver, 2 piece kitchen unit, 5 piece dining suite, wall clock, Venturer music system, 3 piece green sofas, coffee table, video machine, Nissan 2.4 4 x 4 B 317 ACZ
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 14th day of April, 1998.

DEPUTY SHERIFF KETSHABILE, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*,
Dinatla Court, P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1563/97

In the matter between:

**DELOITTE & TOUCH
and
TANDEM BOTSWANA (PTY) LTD**

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 16th May, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 1 Toyota Hilux Reg. No. B 833 ABW Colour: Blue
 1 x 1 Isuzu Bakkie Reg. No. B 944 ABV Colour: White
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 22nd day of April, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o MINCHIN & KELLY (BOTSWANA),
P.O. Box 1339, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1571/97

In the matter between:

SOUTHERN TODAY INDUSTRIES (PTY) LTD
and
LILLIAN HATENDI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 8th May, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 4 piece bedroom suite, Super Seal fridge, Univa stove, 48kg gas cylinder, 3 piece room divider, 4 piece sofas with coffee table, 8 piece dining suite.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 16th day of April, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o LERUMO MOGOBE, LEGAL PRACTITIONERS,
Plaintiff's Attorneys, P.O. Box 391, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 1953/97

In the matter between:

OSCAR SEKGA
and
THULI DITHOLOGO MAFOKO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 16th May, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 1 SRX Reg. No. B 809 ACP white in colour
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Lobatse this 22nd day of April, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o MOTLHAGODI & MOTSAMAI, Letsholathebe Street,
P.O. Box 629, LOBATSE.

First Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 1973/97

In the matter between:

SNAP BOTSWANA (PTY) LTD t/a CANON OFFICE AUTOMATION	<i>Plaintiff</i>
and	
C.B. THABANO (PTY) LTD	<i>1st Defendant</i>
MR. C.B. THABANO	<i>2nd Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property shall be sold by public auction by Deputy Sheriff Caine Mogorosi:

DATE OF SALE: 8th May, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x Nissan Skyline Reg. B 747 AAO, Green in colour, 4 x office desks, 3 x chairs, 2 x cash boxes, 1 x Xerox typewriter, 1 x fan, 1 x table, 1 x office chair, 2 x office chairs, 2 x cabinets, 2 x electric heaters, 3 x Sharp calculators, 11 x curtains, 1 x computer, 1 x Nashua photocopier, 1 x stand, 1 x fax machine.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 21st day of April, 1998.

HAZEL TODD ATTORNEYS, *Plaintiff's Attorneys*, Plot 10290, Maru A Pula,
P.O. Box 403506, GABORONE.

First Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE

Case No. CC 97/98

In the matter between:

SAVAGE ROSE ARCHITECTS	<i>Plaintiff</i>
and	
BOTSWANA NATIONAL FRONT	<i>Defendant</i>

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the above-named Defendant will be sold in execution by Deputy Sheriff Phillip Mogome in the manner herein after set out.

DATE OF SALE: Saturday 2nd May, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: Toyota Corolla Reg. B 648 ADC and Nissan Sani BD 6113F
TERMS OF SALE: Cash or Bank guaranteed cheques.

DATED at Gaborone this 17th day of April, 1998.

DEPUTY SHERIFF, c/o COLLINS NEWMAN & CO., *Plaintiff's Attorneys*, Dinatla Court,
P.O. Box 882, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT LOBATSE**

Case No. CC 219/98

In the matter between:

BEN MAGOGWE
and
ALEX KASONGO

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff Caine Mogorosi to the highest bidder as follows:

DATE OF SALE: 22nd May, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: Audi 500 SE B 113 AAR, 1 floor mat, wooden chair, 12 piece curtains, 1 Camor 200m, 1 video Panasonic M300, 1 computer, 1 Copam PC, 1 disc machine, 1 data systems machine, 1 electrical iron, 1 electric-kettle, motor oil, 1 x 252 motor oil sea-301, 1 x 72l lawn mower.
TERMS OF SALE: Cash or bank guaranteed cheque.

DATED at Gaborone this 16th day of April, 1998.

LERUMO MOGOBE, *Plaintiff's Attorneys*, Plot 731, Botswana Road,
Private Bag BO 249, GABORONE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN**

Case No. Misca (F) 164/95

In the matter between:

STANDARD CHARTERED BANK
and
VINCENT KOLOBE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff S. Makhura to the highest bidder:

DATE OF SALE: 6th June, 1998
TIME: 11.30 a.m.
VENUE: Tribal Lot 1721, Palapye
PROPERTY TO BE SOLD: Tribal Lot 1721, Palapye
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Selebi-Phikwe this 21st day of April, 1998.

MOUPO, MOTSWAGOLE & DINGAKE, *Plaintiff's Attorneys*,
P.O. Box 480, SELEBI-PHIKWE

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN**

Case No. CC (F) 254/95

In the matter between:

STANDARD CHARTERED BANK
and
A. STEMMET t/a MULUNGU RANCH

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff S. Makhura to the highest bidder:

DATE OF SALE: 23rd May, 1998
TIME: 9.30 a.m.
VENUE: Selebi-Phikwe Police Station
PROPERTY TO BE SOLD: 1 4 x 2 Toyota Hilux Biege in colour with a white canopy and Registration No. BS 445A, 1 big diesel generator (electric), all the small stocks in the ranch (sheep and goats), all the chickens in the farm.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Selebi-Phikwe this 21st day of April, 1998.

MOUPO, MOTSWAGOLE & DINGAKE, *Plaintiff's Attorneys*,
P.O. Box 480, SELEBI-PHIKWE.

First Publication

**IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN**

Case No. Misca (F) 11/96

In the matter between:

STANDARD CHARTERED BANK
and
MESHACK MOKGWATHI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff S. Makhura to the highest bidder:

DATE OF SALE: 6th June, 1998
TIME: 9.00 a.m.
VENUE: Tribal Lot 406, Palapye
PROPERTY TO BE SOLD: Tribal Lot 406, Palapye
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Selebi-Phikwe this 21st day of April, 1998.

MOUPO, MOTSWAGOLE & DINGAKE, *Plaintiff's Attorneys*,
P.O. Box 480, SELEBI-PHIKWE.

First Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN

Case No. (F) 441/97

In the matter between:

I.T.S. STEEL MANUFACTURERS (PTY) LTD
and
RIME CONSTRUCTION (PTY) LTD

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff S. Makhura to the highest bidder:

DATE OF SALE: 30th May, 1998
TIME: 10.00 a.m.
VENUE: Palapye Police Station
PROPERTY TO BE SOLD: White Toyota Hilux Registration No. B 840 ABY model 1991
Fax machine Panasonic KX F2050
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Selebi-Phikwe this 21st day of April, 1998.

MOUPO, MOTSWAGOLE & DINGAKE, *Plaintiff's Attorneys*,
P.O. Box 480, SELEBI-PHIKWE

First Publication

IN THE HIGH COURT OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN

Case No. CCF 454/97

In the matter between:

CELLESTINE KAZOBA
and
CONSTRUCTION SUPERVISION CONSULTANTS (PTY) LTD

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 16th May, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 1 filling cabinate, 1 x 2 office desk with 3 chairs, 1 x 1 Sanyo fax machine,
1 x 1 Compec Computer, 1 x 2 desk with 2 chairs, 1 x 1 Compec Computer.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Francistown this 23rd day of April, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o P. MAJOKO & CO.,
P.O. Box 990, FRANCISTOWN.

First Publication

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF FRANCISTOWN
HELD AT FRANCISTOWN

Case No. CC (F) 1031/91

In the matter between:

TSWELELO (PTY) LIMITED
 and
MOGALE MMOPELWA

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a writ of execution issued out of Court in the above matter, the following property will be sold by public auction to the highest bidder by Deputy Sheriff Bakaka Mathibela of Francistown as follows:

DATE OF SALE: 8th May, 1998
TIME: 10.30 a.m.
VENUE: Sebina Tribal Kgotsa
PROPERTY TO BE SOLD: 1 x 1 old Isuzu truck and 1 x 1 Satellite dish.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Francistown on this 14th day of April, 1998.

DEPUTY SHERIFF B. MATHIBELA, c/o Z. MAKHWADE AND CO., 1st Floor, East Wing,
 Blue Jacket Plaza, P.O. Box 916, FRANCISTOWN.

First Publication

IN THE MAGISTRATE'S OF THE REPUBLIC OF BOTSWANA
HELD AT FRANCISTOWN

Case No. CCF 1030/95

In the matter between:

NUTRI STAHL COOKWARE (PTY) LTD
 and
MILDRED SELEKA

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to the judgment of the above Honourable Court, the following will be sold by auction by Deputy Sheriff D.J. Moyo to the highest bidder as follows:

DATE OF SALE: 16th May, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 3 piece sofas with coffee table, 1 x 1 Ocean fridge, 1 x 3 piece bedroom suite with base and mattress.
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Francistown this 22nd day of April, 1998.

DEPUTY SHERIFF D.J. MOYO, c/o VENTER & PARTNERS,
 P.O. Box 37, FRANCISTOWN.

First Publication

**IN THE SUBORDINATE COURT OF THE FIRST CLASS FOR THE GABORONE
MAGISTERIAL DISTRICT
HELD IN GABORONE**

Case No. CC G 2116/97

In the matter between:

CHIBANDA, MAKGALEMELE & COMPANY
and
MATHETHE TATLHEGO MATHETHE

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following property will be sold by public auction by Deputy Sheriff to the highest bidder as follows:

DATE OF SALE: 22nd May, 1998
TIME: 10.00 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 4 piece sofas, electric fridge, music system, floor mat and electric fan.
TERMS OF SALE: Cash or bank guaranteed cheque.

DATED at Gaborone this 14th day of April, 1998.

DEPUTY SHERIFF T. KETSHABILE, c/o CHIBANDA, MAKGALEMELE & COMPANY,
Plaintiff's Attorneys, P.O. Box 1401, GABORONE. TEL: 311503/ FAX: 311504

First Publication

**IN THE SUBORDINATE COURT FOR THE GABORONE MAGISTERIAL DISTRICT
HELD AT GABORONE**

Case No. G 100/98

In the matter between:

LERUMO MOGOBE LEGAL PRACTITIONERS
and
G. MAKABIRI

Plaintiff

Defendant

NOTICE OF SALE IN EXECUTION

BE PLEASED TO TAKE NOTICE that pursuant to a judgment of the above Honourable Court, the following movable property of the Defendant will be sold by public auction by Deputy Sheriff Caine Mogorosi to the highest bidder as follows:

DATE OF SALE: 8th May, 1998
TIME: 10.30 a.m.
VENUE: Broadhurst Police Station
PROPERTY TO BE SOLD: 1 x 1 T.V. Phillips colour television, 1 x 1 video machine, 1 x 3 piece sofas, 1 x 1 coffee-table, 1 x 1 gas stove, 1 x 1 48kg cylinder, 1 x 1 fridge general, 1 x 1 microwave, 1 x 1 deep freezer
TERMS OF SALE: Cash or bank guaranteed cheques.

DATED at Gaborone this 16th day of April, 1998.

LERUMO MOGOBE, LEGAL PRACTITIONERS, *Plaintiff's Attorneys*,
 Private Bag BO 249, GABORONE.

First Publication

PENSIONS (AMENDMENT) ACT, 1998

No. 4



of 1998

ARRANGEMENT OF SECTIONS

SECTION

1. Short title and commencement
2. Repeal of sections 6(1) and 7 of Cap. 27:01
3. Amendment of section 10 of the Act
4. Amendment of section 12 of the Act
5. Addition of section 18 to the Act

An Act to amend the Pensions Act

Date of Assent: 23.4.98.

Date of Commencement: 1.1.98.

ENACTED by the Parliament of Botswana.

1. This Act may be cited as the Pensions (Amendment) Act, 1998, and shall be deemed to have come into operation on 1st January, 1998.

Short title and
commence-
ment

2. Sections 6 (1) and 7 of the Pensions Act (in this Act referred to as "the Act") are hereby repealed.

Repeal of
sections 6(1)
and 7 of
Cap. 27:01

3. Section 10 of the Act is hereby amended by substituting for subsections (1) to (3) thereof, the following new subsections —

Amendment of
section 10 of
the Act

"Withholding
of benefits

Cap. 08:01

Cap. 23:01

10. (1) Where a public officer or former public officer who is entitled to payment of pension, gratuity or other allowance under this Act is convicted of one or more offences, under Part II of the Penal Code (relating to crimes of treason and other offences against the State's authority), or under the National Security Act, for which he has been sentenced to a term of imprisonment of at least 10 years, or has been sentenced on the same occasion to two or more consecutive terms amounting in aggregate to at least 10 years, the President may, if he thinks it is in the public interest to do so, withhold any pension, gratuity or other allowance payable to such officer under this Act.

(2) Where the President decides to withhold any benefits payable under this Act to any officer, he shall give such officer an opportunity to make such representations as the officer may wish to make to him.

(3) Where any benefits are withheld in accordance with the provisions of this section, the President may direct that all or any part of the benefits to which such officer would have been entitled by way of pension, gratuity or other allowance, but for the provisions of this section, should be paid or applied in the same manner in all respects as provided in section 9, and such benefits shall be paid or applied accordingly."

Amendment
of section 12
of the Act

4. Section 12 of the Act is hereby amended by deleting the proviso to subsection (1) thereof.

Addition of
section 18 to
the Act

5. The Act is hereby amended by adding at the end of section 17 thereof, the following new section —

"Gratuity of
contract
officers to be
free of tax

18. Any gratuity payable under this Act to any officer appointed on contract for a period of 24 months to 36 months shall be payable free from tax."

PASSED by the National Assembly this 16th day of April, 1998.

C.T. MOMPEI,
Clerk of the National Assembly.

PENAL CODE (AMENDMENT) ACT, 1998

No. 5



of 1998

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Amendment of section 141 of Cap 08:01
3. Amendment of section 142 of Act
4. Amendment of section 143 of Act
5. Amendment of section 144 of Act
6. Amendment of section 145 of Act
7. Amendment of section 146 of Act
8. Amendment of section 147 of Act
9. Amendment of section 148 of Act
10. Amendment of section 149 of Act
11. Amendment of section 150 of Act
12. Amendment of section 151 of Act
13. Amendment of section 152 of Act
14. Amendment of section 153 of Act
15. Amendment of section 154 of Act
16. Amendment of section 155 of Act
17. Amendment of section 156 of Act
18. Amendment of section 157 of Act
19. Amendment of section 159 of Act
20. Amendment of section 163 of Act
21. Amendment of section 164 of Act
22. Amendment of section 167 of Act
23. Amendment of section 168 of Act
24. Amendment of section 172 of Act

An Act to amend the Penal Code

Date of Assent: 23rd April, 1998.

Date of Commencement: 30th April, 1998.

ENACTED by the Parliament of Botswana.

1. This Act may be cited as the Penal Code (Amendment) Act, 1998.
2. The Penal Code Act, hereinafter referred to as the Act, is amended by substituting for section 141 thereof the following new section —

Short title
Amendment of
section 141 of
Cap 08:01

"Definition of
rape

141. Any person who has unlawful carnal knowledge of another person, or who causes the penetration of a sexual organ or instrument, of whatever nature, into the person of another for the purposes of sexual gratification, or who causes the penetration of another person's sexual organ into his or her person, without the consent of such other person, or with such person's consent if the consent is obtained by force or means of threats or intimidation of any kind, by fear of bodily harm, or by means of false pretences as to the nature of the act, or, in the case of a married person, by personating that person's spouse, is guilty of the offence termed rape."

Amendment of
section 142 of
Act

3. The Act is amended by substituting for section 142 thereof the following new section —

"Punishment
for rape

142. (1) Any person who is charged with the offence of rape shall —

- (i) not be entitled to be granted bail; and
- (ii) subject to subsections (2) and (4), upon conviction be sentenced to a minimum term of 10 years; imprisonment or to a maximum term of life imprisonment.

(2) Where an act of rape is attended by violence resulting in injury to the victim, the person convicted of the act of rape shall be sentenced to a minimum term of 15 years' imprisonment or to a maximum term of life imprisonment with or without corporal punishment.

(3) Any person convicted of the offence of rape shall be required to undergo a Human Immune-system Virus test before he or she is sentenced by the court.

(4) Any person who is convicted under subsection (1) or subsection (2) and whose test for the Human Immune-system Virus under subsection (3) is positive shall be sentenced —

- (a) to a minimum term of 15 years, imprisonment or to a maximum term of life imprisonment with corporal punishment, where it is proved that such person was unaware of being Human Immune-system Virus positive; or
- (b) to a minimum term of 20 years, imprisonment or to a maximum term of life imprisonment with corporal punishment, where it is proved that on a balance of probabilities such person was aware of being Human Immune-system Virus positive.

(5) Any person convicted and sentenced for the offence of rape shall not have the sentence imposed run concurrently with any other sentence whether the other sentence be for the offence of rape or any other offence.

4. The Act is amended by substituting for section 143 thereof the following new section —

"Attempted
rape

143. (1) Any person who attempts to commit rape is guilty of an offence and on conviction shall be sentenced to a minimum term of five years, imprisonment or to a maximum term of life imprisonment with or without corporal punishment.

(2) Any person who is convicted and sentenced for the offence of attempted rape shall not have the sentence imposed run concurrently with any other sentence, whether the other sentence be for the offence of rape or any other offence."

Amendment
of section 143
of Act

5. The Act is amended by substituting for section 144 thereof the following new section —

"Abduction of
a person for
immoral
purposes

144. Any person who, with intent to marry or carnally know another person or to cause such person to be married or carnally known by any other person, takes that person away, or detains that person against that person's will, is guilty of an offence and is liable to imprisonment for a term not exceeding seven years."

Amendment
of section 144
of Act

6. The Act is amended by substituting for section 145 thereof the following new section —

"Abduction of
person under
16 years

145. Any person who unlawfully takes an unmarried person under the age of 16 years out of the custody or protection of that person's father or mother or other person having the lawful care or charge of that person, and against the will of such father or mother or other person, is guilty of an offence."

Amendment
of section 145
of Act

7. Section 146 of the Act is amended —

- (a) in subsection (1) by substituting the word "person" for the words "woman or girl" contained therein;
- (b) by substituting for subsection (2) thereof the following new subsection —

"(2) It shall be no defence to a charge for an indecent assault on a person under the age of 16 years to prove that the person so assaulted consented to the act of indecency unless it appears to the court before whom the charge is brought that the person so charged had reasonable cause to believe and did in fact believe that the person assaulted was of or above the age of 16 years or was such charged person's spouse."

Amendment
of section 146
of Act

8. The Act is amended by substituting for section 147 thereof the following new section —

"Defilement
of person
under 16
years

147. (1) Any person who unlawfully and carnally knows any person under the age of 16 years is guilty of an offence and on conviction shall be sentenced to a minimum term of 10 years, imprisonment or to a maximum term of life imprisonment.

Amendment
of section 147

(2) Any person convicted under subsection (1) shall be required to undergo a Human Immune-system Virus test before he or she is sentenced by the court.

(3) Any person who is convicted under subsection (1) and whose test for the Human Immune-system Virus under subsection (2) is positive shall on conviction be sentenced to a —

(a) minimum term of 15 years, imprisonment and a maximum term of life imprisonment with or without corporal punishment, where it is proved that such person was unaware of being Human Immune-system Virus positive; or

(b) minimum term of 20 years, imprisonment and a maximum term of life imprisonment with or without corporal punishment, where it is proved that on a balance of probabilities such person was aware of being Human Immune-system Virus positive.

(4) Any person who attempts to have unlawful carnal knowledge of any person under the age of 16 years is guilty of an offence and is liable to imprisonment for a term not exceeding 14 years, with or without corporal punishment.

(5) It shall be a sufficient defence to any charge under this section if it appears to the court before whom the charge is brought that the person so charged had reasonable cause to believe and did in fact believe that the person was of or above the age of 16 years or was such charged person's spouse."

Amendment
of section 148
of Act

9. The Act is amended by substituting for section 148 thereof the following new section —

"Defilement
of idiots or
imbeciles

148. Any person who, knowing another person to be an idiot or imbecile, has or attempts to have unlawful carnal knowledge of that person under circumstances not amounting to rape, but which prove that the offender knew at the time of the commission of the offence that the person against whom the offence was committed was an idiot or imbecile, is guilty of an offence and is liable to imprisonment for a term not exceeding 14 years, with or without corporal punishment."

Amendment
of section
149 of Act

10. The Act is amended by substituting for section 149 thereof the following new section —

"Procuration

149. Any person who —

(a) procures or attempts to procure any person to have unlawful carnal connexion, either in Botswana or elsewhere, with any other person or persons;

(b) procures or attempts to procure any person to become, either in Botswana or elsewhere, a common prostitute;

(c) procures or attempts to procure any person to leave Botswana, with intent that the procured person may become an inmate of or frequent a brothel elsewhere; or

(d) procures or attempts to procure any person to leave that person's usual place of abode in Botswana with intent that the person may, for the purposes of prostitution, become an inmate of or frequent a brothel either in Botswana or elsewhere;

is guilty of an offence and, may, at the discretion of the court, and in addition to any term of imprisonment awarded in respect of the said offence, be sentenced to corporal punishment:

Provided that no person shall be convicted of an offence under this section upon the evidence of one witness only, unless such witness be corroborated in some material particular by evidence implicating the accused."

11. Section 150 of the Act is amended by substituting the words "other person" for the words "woman or girl" contained therein.

Amendment of
section 150
of Act

12. (1) Section 151 of the Act is amended by substituting the word "person" for the word "girl" or the word "man" wherever such word appears.

Amendment
of section
151 of Act

(2) The Proviso to section 151 is amended by substituting the words "the person against whom the offence was committed" for the word "girl" contained therein.

13. (1) Section 152 of the Act is amended by substituting the word "person" for the word "girl" or the word "man" wherever such word appears.

Amendment
of section 152
of Act

(2) The Proviso to section 152 is amended by substituting the words "the person against whom the offence was committed" for the word "girl" contained therein.

14. The Act is amended by substituting for section 153 thereof the following new section —

Amendment
of section
153 of Act

"Detention of
persons for
immoral
purposes

153. (1) Any person who detains any other person against that other person's will —

(a) in or upon any premises with intent that the person detained may be unlawfully and carnally known by a particular person or generally by other persons; or

(b) in a brothel;

is guilty of an offence.

(2) When a person is in or upon any premises for the purpose of having any unlawful carnal connexion, or is in any brothel, that person shall be deemed to be detained in or upon such premises or in such brothel, if, with intent to compel or induce the person to remain in or upon the premises or in such brothel, the person alleged to be detaining that other person —

(a) withholds from the detained person any wearing apparel or other property belonging to the detained person; or

(b) threatens the detained person with legal proceedings if the person detained takes away with her any wearing apparel that has been lent or otherwise supplied to that detained person.

(3) No legal proceedings, whether civil or criminal, shall be taken against any person detained under subsection (2) for taking away or being found in possession of any such wearing apparel as was necessary to enable such person to leave such premises or brothel."

Amendment
of section 154
of Act

15. The Act is amended by substituting for section 154 thereof the following new section —

"Power of
search for
detained
person

154. (1) If it appears to any magistrate, on information made before him on oath by any parent, relative or guardian of a person suspected of being detained or by any other person who, in the opinion of the magistrate, is acting *bona fide* in the interests of the person suspected of being detained, that there is reasonable cause to suspect that such person is unlawfully detained for immoral purposes by any other person in any place within the jurisdiction of such magistrate, such magistrate may issue a warrant authorising a person named therein to search for, and, when found, to take and detain in a place of safety the person who was detained until such person can be brought before a magistrate; and the magistrate before whom the person who was detained is brought may cause such person to be delivered up to his or her parents or guardians, or otherwise dealt with as circumstances may permit and require.

(2) A magistrate issuing such warrant may, by the same or any other warrant, cause any person accused of so unlawfully detaining the person who was detained to be apprehended and brought before a magistrate and proceedings to be taken for punishing such accused person according to law.

(3) A person shall be deemed to be unlawfully detained for immoral purposes if such person is so detained for the purpose of being unlawfully and carnally known by any other person, whether any particular person or generally, and —

(a) either is under the age of 16 years;

(b) if the person is over the age of 16 years or under the age of 21 years, is so detained against such person's will or against the will of such person's father or mother or of any person having the lawful care or charge of such person; or

(c) if such person is over the age of 21 years and is so detained against such person's will.

(4) Any person authorised by warrant under this section to search for any person so detained as aforesaid may enter, if need be by force, any house, building, or other place mentioned in the warrant and may remove such detained person therefrom."

16. Section 155 of the Act is amended —

(a) in subsection (1) by deleting the word "male" contained therein; and

(b) by substituting for subsection (2) thereof the following new subsection —

"(2) Where a person is proved to live with or to be habitually in the company of a male or female prostitute or is proved to have exercised control, direction or influence over the movements of a male or female prostitute, in such a manner as to show that such person is aiding or abetting or compelling such prostitution with any other person or generally, such person shall, unless the court is satisfied to the contrary, be deemed to be knowingly living on the earnings of prostitution."

Amendment
of section 155
of Act

17. The Act is amended by substituting for section 156 thereof the following new section —

"Person aiding
etc. for gain
prostitution

156. Every person who knowingly lives wholly or in part on the earnings of prostitution, or who is proved to have, for the purpose of gain exercised control, direction or influence over the movements of a male or female prostitute in such manner as to show that such person is aiding, abetting or compelling such prostitution with any other person, or generally, is guilty of an offence."

Amendment
of section 156
of Act

18. Section 157 of the Act is amended by substituting the word "person" for the words "woman or girl" contained therein.

Amendment of
section 157
of Act

19. The Act is amended by substituting for section 159 thereof the following new section —

"Conspiracy
to defile

159. Any person who conspires with another to induce any other person, by means of any false pretence or other fraudulent means, to permit the unlawful carnal knowledge of such person by another person is guilty of an offence and is liable to imprisonment for a term not exceeding seven years."

Amendment
of section 159
of Act

20. (1) Section 163 of the Act is amended —

(a) by substituting the word "person" for the word "woman or girl" contained therein.

(b) by substituting the words "such person" for the word "she" contained therein.

Amendment of
section 163 of
Act

A.18

Amendment
of section 164
of Act

21. Section 164 of the Act is amended by substituting the words "any other" for the word "male" contained therein.

Amendment of
section 167
of Act

22. Section 167 of the Act is amended —

- (a) in subsection (1) by deleting the word "male" wherever it appears; and
- (b) by inserting the words
 - (i) "or her" immediately after the word "him"; and
 - (ii) "or herself" immediately after the word "himself".

Amendment of
section 168
of Act

23. The Act is amended by substituting for section 168 thereof the following new section —

"Incest

168. (1) Any person who knowingly has carnal knowledge of another person knowing that person to be his or her grandchild, child, brother, sister or parent, is guilty of an offence and is liable to imprisonment for a term not exceeding five years;

Provided that if it is alleged in the indictment or summons and proved that the person of whom carnal knowledge was had is under the age of 16 years, the offender shall be liable to imprisonment for life.

(2) It is immaterial that the carnal knowledge was had with the consent of the person who was had carnal knowledge of.

(3) If any person attempts to commit any such offence as aforesaid that person is guilty of an offence.

(4) On the conviction before any court of any person of an offence under this section, or of an attempt to commit the same, against any person under the age of 21 years, it shall be in the power of the court to divest the offender of all authority over such person, and, if the offender is the guardian of such person, to remove the offender from such guardianship, and in any such case to appoint any person or persons to be the guardian or guardians of such person during that person's minority or any less period:

Provided that the High Court may at any time vary or rescind the order by the appointment of any other person as such guardian, or in any other respect."

Amendment of
section 172
of Act

24. The Act is amended by substituting for section 172 thereof the following new section —

"Fraudulent
pretence of
marriage

172. (1) Any person who wilfully and by fraud causes any other person who is not lawfully married to such person to believe that they are lawfully married to such person and to cohabit or have sexual intercourse with such person in that belief, is guilty of an offence and is liable to imprisonment for a term not exceeding 10 years."

PASSED by the National Assembly this 16th day of April, 1998.

C.T. MOMPEI,
Clerk of the National Assembly.

MOTOR VEHICLE ACCIDENT FUND ACT, 1998

No. 6



of 1998

ARRANGEMENT OF SECTIONS

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An Act to provide for compensation for certain loss or damage caused in vehicle accidents and for matters incidental thereto and connected therewith.

Date of Assent: 20th April, 1998.

Date of Commencement: 30th April, 1998.

ENACTED by the Parliament of Botswana.

A.20

Short title

1. This Act may be cited as the Motor Vehicle Accident Fund Act, 1998.

Interpretation

2. In this Act, unless the context otherwise requires —

“Board” means the Board established by section 4;

“conveyed” in relation to the conveyance of a person in a vehicle includes being in the act of entering or mounting the vehicle for the purpose of being so conveyed, or being in the act of alighting therefrom after having been so conveyed;

“dependent” in relation to a person involved in a vehicle accident, means any person being a spouse or minor child of such person or a disabled or indigent person legally entitled, other than in terms of contract, to monetary maintenance from such person;

“defect” when related to a vehicle means any remediable fault in the tyre or in the steering, braking or seat belt mechanism, and “defective” shall have a corresponding meaning;

“Fund” means the Motor Vehicle Accident Fund established by section 3 of this Act;

“hospital” shall include a nursing home, clinic and any other institution of medical, therapeutic or physiotherapy care and treatment;

“Manager” and “Assistant Manager” mean the Manager and the Assistant Manager respectively of the Motor Vehicle Accident Fund appointed in accordance with subsection (1) of section 9;

“negligence”, in addition to its common law meaning, includes an unlawful act or omission in relation to the possession, use or maintenance of a vehicle and “negligent” shall have a corresponding meaning;

“offer” shall include an offer made without prejudice to rights reserved;

“owner” in relation to —

(a) a vehicle which a dealer has in his possession in the course of business, means that dealer;

(b) a vehicle which is the subject of a hire-purchase agreement, means the purchaser under the agreement in question;

(c) a vehicle which is leased under an agreement of lease for a period of at least six months, means the lessee concerned;

“seat belt” includes the mechanism by which the seat belt operates;

“special circumstances” shall not include any element of neglect, negligence, omission or ignorance;

“vehicle” means any vehicle, designed or adapted for propulsion or haulage on a road by means of power, excluding exclusively human or animal power, without the aid of rails, and includes any trailer designed to be drawn by a vehicle but excludes any vehicle which is the property of the Government of Botswana;

“vehicle accident” means any occurrence in which a vehicle is involved resulting in injury to or the death of any person.

3. There is hereby established a fund to be known as the Motor Vehicle Accident Fund, or MVA Fund, which shall, under that name, be a body corporate, with full capacity to sue or be sued in its own name, and to do all such things as bodies corporate may, by law, do and as may be necessary or incidental to the exercise of its powers and the performance of its functions under this Act.

Establishment
of the MVA
Fund

4. (1) There shall be a Board, constituted in accordance with section 5, in which, subject to the provisions of section 8, the powers of the Fund shall be vested.

Establishment
of Board

(2) The Board shall exercise such powers by issuing general and specific mandates, instructions and directions to the Manager.

5. (1) The Board shall consist of the following seven persons appointed by the Minister —

Membership
of the Board

(a) one member who shall be Chairman;

(b) the Manager of the Fund;

(c) three members, who shall not be public officers, appointed by the Minister from among professional persons of good standing, experience and reputation in their respective fields, of whom —

(i) one member shall be appointed in the capacity of insurance advisor, and

(ii) one member shall be appointed as an investment advisor; and

(iii) one member who shall be appointed as a motor vehicle accident advisor

(d) the Attorney General or his representative; and

(e) one member who shall be a member of the National Road Safety Committee, which person shall not be an employee of the Fund.

(2) Each member appointed under subsection (1) (c) shall be appointed for a term not exceeding four years, as the Minister may decide, and shall be eligible for reappointment.

(3) No person shall be a member of the Board under subsection (1) who is —

(a) a member of the National Assembly

(b) a member of the legal profession practising as such; or

(c) a minor or other person under a legal disability:

Provided that paragraphs (a) and (b) shall not apply to the Attorney General or his representative.

(4) The members of the Board shall be paid such fees or allowances as may be determined by the Minister.

6. (1) A person shall be ineligible for appointment to the Board if he has been at any time —

Vacation of
office

(a) convicted of an offence for which the prescribed punishment is a term of imprisonment, with or without the option of a fine;

(b) found guilty of unprofessional conduct by a competent tribunal, board or body legally constituted for the purpose of adjudicating on matters of discipline and conduct;

- (c) declared insolvent;
- (d) certified as mentally disordered; or
- (e) ineligible for appointment in accordance with the provisions of section 5(3).

(2) A member of the Board shall cease to hold office in the event of any occurrence which would have rendered that member ineligible for appointment in accordance with subsection (1), in the event of his tendering his resignation from the Board, in the case of a member appointed under section 5 (1) (c), (d) and (e), or if he fails to attend two consecutive Board meetings without leave of the Board.

(3) If any member of the Board appointed under section 5(1)(c), (d) or (e) dies or ceases to hold office for any reason during his term of office, the Minister shall, as soon as possible, appoint another person in replacement thereof, in accordance with the provisions of section 5, for the remaining period of office of such dead or vacating member.

Meetings
of the Board

7. (1) The Board shall meet as often as the business of the Fund may require, but not less frequently than once in each quarter of the year.

(2) The Board shall elect a Vice-Chairman who shall act in the absence of the Chairman.

(3) The conduct of business at Board meetings shall be minuted, and such minutes, when passed as correct by the Board, shall then be kept by the Fund as a permanent record.

(4) All decisions of the Board shall be passed by a simple majority of the members present thereat, on open ballot, with the Chairman having a casting vote.

(5) A quorum at any meeting shall consist of any four (4) members of the Board.

Matters not to
be discussed
by Board
Members

8. (1) The Board shall not be concerned with and shall not discuss the merits of any individual claim for compensation being processed by the Fund, or whose processing is pending or imminent.

(2) Where a Board member is the claimant, or is the spouse, parent, brother, sister or child of the claimant, such member shall not be precluded from availing himself of his rights under and in accordance with the provisions of this Act, but he shall not raise the merits thereof at any Board meeting or canvass the same with any other Board member.

(3) Any member who contravenes the provisions of subsection (1) or subsection (2) may be dismissed from the Board by the Minister, in which case the Minister shall appoint another person to the Board in accordance with the provisions of section 5 for the remaining period of the dismissed member's term of office.

Appointment
of Manager
and other staff

9. (1) The Fund shall have a Manager who shall be appointed by the Minister on the recommendation of the Board upon such terms and conditions and for such period as may be determined by the Board.

(2) In advising the Minister in terms of this section the Board shall not recommend a person unless such person has the experience and skills relevant to the Fund's special needs, and is a person of integrity.

(3) The Board shall appoint an Assistant Manager of the Fund on such terms and conditions and for such period as it shall determine.

(4) The Board shall not appoint a person as Assistant Manager unless such person has the experience and skills relevant to the Fund's special needs.

(5) The Manager shall, subject to the directions of the Board, appoint such other staff, on such terms and conditions, as may be required for the proper management of the Fund.

(6) Where the Manager is absent from Botswana or is for any other reason unable to perform the functions or carry out the duties required of the Manager under this Act, those functions or duties shall be performed or carried out by the Assistant Manager.

10. (1) Without derogation from the generality of the powers conferred by section 3, the Fund shall have power —

Powers of
the Fund

- (a) to utilize its funds for the purposes connected with or resulting from the exercise of its powers or the performance of its duties under this Act;
- (b) to purchase or otherwise acquire goods, equipment, land, buildings, shares, debentures, stocks, securities and any other kind or class of movable or immovable property;
- (c) to draw, draft, accept, endorse, discount, sign and issue promissory notes, bills and other negotiable or transferable instruments;
- (d) to sell, lease, mortgage, encumber, dispose of, exchange, work, develop, build upon, improve or in any other way deal with property;
- (e) to invest any monies, not immediately required for the conduct of its business, in such manner as may be for the benefit of the Fund, and to realise, alter, reinvest such investments or otherwise deal with such monies or investments as may be to the benefit of the Fund;
- (f) to borrow or lend money and secure repayment thereof in such manner as it considers necessary or advisable;
- (g) to make such donations as it considers advisable for research in connexion with any matter relating to vehicle accidents and injuries sustained in motor vehicle accidents;
- (h) to reimburse the Government for services rendered to the Fund by persons in the employ or service of the Government;
- (i) to negotiate agreements in terms of which it may accept liability in respect of vehicle accidents involving vehicles registered or licensed in a territory other than Botswana;
- (j) to do all such things as are incidental or conducive to the exercise of its powers or the performance of its duties under this Act:

Provided that it shall in each case require the prior approval of the Board in the exercise of its powers in terms of paragraphs (b), (d), (e), (f), (g) and (i) hereof.

11. (1) The monies of the Fund shall consist of such sums as shall be raised and paid into the Fund in terms of subsection (2) hereof, such sums as may be paid into the Fund by the Government, such sums as the Fund may receive from its investments, and such other sums as it may acquire or earn or borrow in accordance with the provisions of this Act.

(2) A levy of eight thebe per litre, or at such other rate as the Minister may, from time to time prescribe, shall be retained by the seller on every litre of petroleum product sold by him, or by the importer on every litre of petroleum product imported by him other than for resale, such levy to be paid over to the Fund by the twenty fifth day of the month following the date of sale or importation, as the case may be:

Provided that the Minister may exempt, or partially exempt, from such levy petroleum products purchased for consumption by such organizations, persons or classes of vehicles as he may by regulations prescribe, and such regulations may prescribe the rate at which, the manner in which, and the period of time within which any rebate in respect of such exemption or partial exemption shall be claimable.

(3) In this section —

“seller” means any organization, person or body of persons involved in the importation or sale of petroleum products; and
“petroleum products” means petrol and diesel fuels.

(4) Payments made in terms of this section shall be examined half-yearly by a person, qualified as a company auditor in terms of section 123 of the Companies Act, who shall then issue a certificate that such examination has been performed and that, on the evidence presented in the seller's or importer's books of account, the payments made accord with the rate prescribed.

(5) Where monies are due in terms of subsection (2), but have not been paid into the Fund within the period of time therein stipulated, interest at three percent per month or part thereof shall accrue thereon and shall become payable to the Fund.

(6) The monies of the Fund shall be used by the Fund to discharge obligations and defray expenses incurred in the exercise of its powers and the performance of its duties in terms of this Act.

(7) The Manager shall cause to be kept proper books of account and records of all financial transactions, assets and liabilities of the Fund.

(8) The accounts of the Fund shall be audited annually by an independent auditor designated for that purpose by the Board, and, as soon as is reasonably possible thereafter, the Manager shall submit the audited balance sheet and auditor's report to the Minister, together with his own report on the performance of the Fund during the year to which the audit report relates.

(9) The Minister shall table in the National Assembly copies of the reports submitted to him in terms of subsection (8), within one month of their receipt by him, or, if the National Assembly is not then in session, as soon as possible after the commencement of its next ensuing session.

(10) The income and revenues of the Fund shall be exempt from income tax.

12. (1) Subject to the provisions of this Act, and any conditions which may be prescribed relating to the submission of, investigation of, and processing of claims, the Fund shall be obliged to compensate any person (in this Act referred to as "the third party") in an amount that reasonably equates to the value of any loss or damage which he may suffer as a result of —

Liability of
the Fund

(a) bodily injury to any person including himself; or

(b) the death of any person,

directly caused by the negligent driving of a vehicle in a vehicle accident at any place in Botswana, except to the extent that such injury or death was occasioned in consequence of such third party's own negligence, and except where the accident occurs on any road, place or area to which the general public has no normal or temporary right of access:

Provided that —

- (i) whenever the person envisaged by section 12 (1) (b) is a minor the parent or guardian of such minor shall be entitled to payment of the sum of Pula 5 000 as *solatium* for grief; and
- (ii) in respect of the death of any minor of the age of fourteen years or less, resulting from vehicle accident, the Fund shall reimburse the parent or guardian of such minor the costs of the funeral, including burial, an amount not exceeding such amount as may be prescribed, whether or not liability in respect thereof has accrued to the Fund.

(2) For the purposes of subsection (1) (b) (i) a parent or guardian shall not include such person where such person had abandoned his legal duty to maintain the minor or attend to the minor's needs in accordance with such duty.

(3) Notwithstanding the definition of "vehicle" in section 2 but subject to all other provisions of this Act, the Fund shall also be liable to compensate any person in terms of subsection (1) hereof where the vehicle negligently driven is an animal drawn vehicle and the vehicle accident involves a collision between such vehicle and another vehicle.

(4) Where a claim for compensation under this Act —

- (a) includes a claim, in relation to an injured party, for the recovery of costs of any future operation, care, treatment, accommodation in a hospital, or the rendering of a service or the costs of goods to be supplied, the Fund may furnish the third party concerned with a written undertaking to compensate the third party, in respect of such costs as claimed, proved or agreed prior to such undertaking, after they have been incurred, and upon proof thereof;

Provided that where the claimant is a minor the Fund may proceed in terms of subsections (1) (b) and (2) of section 14 in respect of costs to be incurred after attainment of the age of majority;

- (b) includes a claim for future loss of income or support, the loss shall be projected over the anticipated period of loss and the Fund may furnish the third party concerned with an undertaking to pay such amount as claimed, proved or agreed prior to such undertaking and shall thereafter pay the amount due in respect thereof by instalments payable monthly or yearly in accordance with such projection.

(5) Where a third party is entitled to compensation in terms of this section, and has incurred costs in respect of accommodation for himself or the injured or deceased party in a hospital, or has incurred the costs of treatment, the rendering of a service, or goods supplied, the person providing such accommodation, treatment, service or goods may claim the amount due therefor directly from the Fund on such form as may be prescribed, and any such claim shall be subject, *mutatis mutandis*, to the provisions applicable to any claim of the third party concerned.

13. The liability of the Fund in terms of this Act shall, in respect of claims for compensation caused by a vehicle accident involving an unidentified vehicle, be subject to the following additional conditions —

- (a) proof, involving physical evidence, of a collision between the unidentified vehicle and the injured party or the deceased, or the vehicle in which either was travelling or being conveyed at the time of the accident;
- (b) proof of reasonable steps taken to identify the vehicle in question; and
- (c) proof that the collision or accident in question was reported to the police as soon as was reasonably possible.

14. (1) Whenever the Fund accepts liability, or is adjudged to be liable, in respect of any claim for compensation by a minor —

- (a) the sum due and payable;
- (b) any amounts provided for the care and treatment of such minor; and
- (c) any amounts representing future loss of earnings or support, shall be maintained, by the Fund, in an interest bearing bank account or shall otherwise be invested until such minor attains the age of majority, whereupon —
 - (i) the sums due, in terms of paragraph (a) of this subsection, and any interest accrued thereon, shall accrue to his estate, and

Accidents
involving
unidentified
vehicle

Trust for
minors

- (ii) the remainder of the said amounts so provided in terms of paragraphs (b) and (c) of this subsection, and any interest accrued thereon, shall accrue and revert to the Fund, and the Fund shall thereupon determine whether such amounts are still needed for the purposes of that paragraph, and, if necessary, pay over such remainder or portion thereof as needed, to him:

Provided that in the event of such minor failing to attain the age of majority, the remainder of the amounts provided in terms of paragraph (b) and the amount fixed in terms of paragraph (c) of this subsection, and any interest accrued thereon, shall accrue and revert to the Fund.

(2) The bank account containing the amounts, together with accrued interest thereon, provided and banked in terms of paragraph (b) of subsection (1), shall be operated solely by the Fund for the purposes of meeting expenses necessarily incurred in the care, treatment and support of the minor concerned, and any balance shall constitute the remainder stipulated in subsection (1) (ii) and the proviso thereto, and shall be so dealt with.

(3) For the purposes of paragraphs (a) and (i) of subsection (1), the word "sum" shall mean such amount as constitutes compensation for pain and suffering, disablement, disfigurement and loss of amenities.

15. (1) Subject to the provisions of this Act, and notwithstanding the provisions of any other law, the compensation payable by the Fund in respect of a person injured or killed in a vehicle accident shall be calculated in accordance with the provisions of this section.

Limitation
of liability

(2) The compensation payable by the Fund in respect of a vehicle accident caused solely by the negligence of the driver or owner of the vehicle in which the person or persons killed or injured was conveyed as a passenger shall not exceed P36 000 in respect of each such person or persons, irrespective of the number of claimants.

(3) Where the vehicle accident involves negligence or fault on the part of the driver or owner of more than one vehicle, and the loss and damage to any passenger, or person claiming in consequence of the injury to or death of such passenger, exceeds P36 000 in value, the liability of the Fund to pay compensation shall be calculated in accordance with the following formula —

- (a) it shall first be assumed that the whole loss and damage caused to such a person is quantified at Pula 36 000, which figure shall then be reduced to a figure which, in relation to the sum or Pula 36 000, proportionally represents the contribution made to such cause by the negligence of the driver or owner of the vehicle in which such passenger was conveyed; and
- (b) the resultant figure shall then be increased by such sum as proportionally represents the contribution made by the negligence of the driver or owner of the other vehicle to the whole of the loss and damage suffered:

Provided that where the loss or damage suffered by the person in terms of this paragraph exceeds Pula 50 000 the amount payable by the Fund shall not, subject to the other provisions of this section, be reduced below Pula 50 000.

(4) The compensation payable by the Fund in respect of the injury or death of a person in a vehicle accident shall be reduced in direct proportion to the contribution made by such person to the vehicle accident or to his own injury or death.

(5) The compensation otherwise payable by the Fund in respect of a driver of a motor vehicle involved in a vehicle accident shall be reduced by fifty percent where it is proved that the blood alcohol level of such driver exceeded eighty milligrams of alcohol per one hundred millilitres of blood within six hours after the accident in question.

(6) The compensation otherwise payable by the Fund in respect of a person injured or killed in a vehicle accident shall be reduced by twenty five percent, where such person was, in the circumstances stated —

- (a) at the time of the accident, not utilising the facility of a seat belt fitted to the vehicle for such purpose; or
- (b) being conveyed otherwise than in or on a properly constructed seat affixed permanently to the vehicle for that purpose.

(7) The compensation otherwise payable by the Fund to the driver of a vehicle, or his dependents, shall be reduced by fifty percent where the said driver was in unlawful possession or use of the vehicle, or where the vehicle was defective irrespective of whether or not such possession, use or defect contributed to the cause of the vehicle accident in question, and the same reduction shall apply to any passenger, in the vehicle, or his dependents, if it is proved that he knew or ought reasonably to have known of such unlawful possession or such defect.

(8) The compensation that the Fund is required to pay in respect of medical expenses on any claim shall not exceed such sum, or sums, as is or are currently prescribed and generally chargeable in terms of any accepted formal or informal tariff used in the medical profession in Botswana or South Africa.

(9) The compensation payable by the Fund to any person, including a dependent, in respect of any vehicle accident shall, where such person is entitled to be compensated or paid in terms of any workman's compensation, industrial law, or employment contract, be limited to such sum as represents the difference, if any, between the amount payable in terms of such entitlement and the amount otherwise payable in terms of this Act.

(10) The compensation payable by the Fund to any person in respect of any medical expenses or costs shall, where such person is entitled to be compensated or paid in terms of any medical aid scheme or contract be limited to such sum as represents the difference, if any, between the amount payable in terms of such entitlement and the amount otherwise payable in terms of this Act.

(11) Notwithstanding the provisions of this Act, the amount of compensation payable by the Fund in respect of any one vehicle accident shall be limited to a total of Pula 1 000 000, irrespective of the number of claimants, where such accident took place within the confines of, or bordering on the confines of, an aerodrome, airfield or airstrip, and involves damage to any aircraft.

(12) The compensation payable by the Fund in respect of any funeral, including burial, shall be limited to such sum as may be prescribed.

(13) Notwithstanding the provisions of this Act, the total compensation payable by the Fund shall be limited —

- (a) in respect of a claim by any one injured party, to the sum of Pula 1 000 000.
- (b) in respect of a claim by any dependent of a person injured or killed, to the sum of Pula 300 000.

(14) The limitations specified in this section shall be exclusive of any order for costs made by a court, or the costs of obtaining any medico-legal report.

16. (1) Notwithstanding the provisions of any other law and the provisions of sections 12, 13, 14 and 15, the Fund shall not be required to pay compensation —

Exclusions
of liability

- (a) with the exception of the reimbursement of funeral expenses in terms of the proviso to section 12(1), where, but for the provisions of this Act, no right to compensation would have accrued to the claimant;
- (b) to any third party, unless the claim has been instituted or prosecuted by such third party personally, or on behalf of him by —
 - (i) a person entitled to practice as an attorney in Botswana; or
 - (ii) a person who is in the service of, or is a representative of, the Government of Botswana or a local authority;
- (c) in respect of any loss or damage in consequence of shock or other nervous or physical trauma induced in any person by virtue of that person witnessing, hearing of or becoming aware of any vehicle accident;
- (d) in respect of any loss or damage comprising or involving loss of profits, outlay, or investment or comprising expense, including expense involving the recruitment, hiring or replacement of any member of staff or any employee in any company, organization, enterprise or venture;
- (e) in respect of injury or death suffered by any person who at the time of the occurrence —
 - (i) was being conveyed for hire or reward on a motor cycle;
 - (ii) was a dependent of the negligent driver of the vehicle in question, or was responsible in law for the maintenance of such driver, and was being conveyed other than as an employee being conveyed in the normal course of business;

Cap. 69:01

Claimant's
other rights
reservedResponsibility
to report
accidents

- (f) where it is proved that the driver of a vehicle involved in a vehicle accident was under the influence of intoxicating liquor or drugs to the extent of being incapable of having proper control of such vehicle, in respect of any loss or damage to such driver, or in respect of any loss or damage to any passenger of such vehicle, where such passenger, not being a minor, was aware of, or ought reasonably to have been aware of, the condition of the driver;
 - (g) in respect of any claim by a driver of a vehicle, or by a dependent of such driver, in the absence of satisfactory proof that the vehicle accident in question was reported to the police within the period prescribed in the Road Traffic Act for the reporting of vehicle accidents, or was reported in terms of section 18 of this Act, unless it is proved that the failure to so report was due to incapacity on the part of the driver as a result of the accident.
- (2) The Fund shall not be obliged to pay compensation where the person injured or killed was being conveyed in a vehicle which was, to the knowledge of such person, not being a minor, unlawfully conveying any passengers or goods.
- (3) Where the Fund has reasonable grounds to believe that a claim or the information and particulars, concerning the vehicle accident, injury or death giving rise to the claim is false or misleading, the Fund shall not be obliged to pay compensation.
17. An award of compensation to a third party in terms of this Act shall be without prejudice to any other claim which such third party may have against any other person arising out of the same occurrence:
- Provided that the claim shall first be made against the Fund, and a court adjudicating in such other claim, shall take into account any compensation awarded under this Act, or any offer made by the Fund to settle the claim.
18. (1) The owner, and the driver if he is not the owner, of a vehicle involved in a vehicle accident shall report, in the prescribed form, such vehicle accident to the Fund as soon as is reasonably possible after such accident, and, in any event, within a period of fourteen (14) days after such accident, giving full details of the date, time and place, and the vehicles and persons involved:
- Provided that where, due to reasonable cause, such as the incapacitation of the owner or driver of the vehicle as a result of the accident, the report of the accident is made subsequent to the 14 days from the date of the accident, the report shall be accepted if made within a reasonable time after the recovery of the owner or driver.
- (2) Any owner or driver who fails to comply with the provisions of subsection (1) shall be guilty of an offence and liable to a fine of Pula 500 or, in default of payment, to thirty days imprisonment.

19. (1) A claim for compensation against the Fund shall be made in the prescribed form and shall include duly completed medical reports and such other relevant information and particulars concerning the vehicle accident, injury or death giving rise to the claim as required on such form or as may be required in terms of the regulations made under this Act.

(2) Any claim made in terms of subsection (1) shall be delivered by hand or registered post to the offices of the Fund and, where delivery is by hand, the receipt thereof, together with the date of such receipt, shall be duly acknowledged in writing.

(3) (a) At any time after receiving a claim for compensation in terms of subsection (1), the Fund shall be entitled to require the claimant, or any person who has suffered the bodily injury giving rise to such claim —

- (i) to submit, at the expense of the Fund, to a medical examination or examinations by medical practitioners appointed by the Fund;
- (ii) to answer any questions put by a representative of the Fund on any matter raised as an issue in the claim;
- (iii) to provide a written sworn statement on any matter raised as an issue in the claim; and
- (iv) to furnish copies of any documents, plans, drawings, photographs or X-ray photographs which the claimant relies on in his claim for compensation:

Provided that the Fund shall give the claimant at least seven days written notice of its intention to invoke any or all of its rights in terms of this section.

- (b) Where any person refuses, declines, neglects or fails to cooperate with the Fund in respect of any of the matters set out in paragraph (a) of this subsection then the claim in which such person is involved or which relates to such person shall be deemed to be in breach of this section.
- (c) For purposes of this section, "medical practitioner" shall include an occupational therapist, a speech therapist and any other discipline concerned with the loss of physical or mental function.
- (d) The claimant shall be entitled to copies of all documentary evidence on which the Fund relies in making a determination.

(4) Any person who wilfully makes a false claim or produces false or misleading information or particulars concerning the vehicle accident, injury or death giving rise to the claim for compensation shall be guilty of an offence and shall be liable to a fine not exceeding P5 000, or to imprisonment for a period not exceeding 12 months, or to both such fine and imprisonment.

(5) Whenever any person is convicted of an offence under subsection (4), the court convicting him shall, in addition to any penalty imposed, forthwith make an order requiring such person to reimburse the Fund the full sum paid as compensation in respect of which the offence was committed.

Legal
proceedings

20. (1) Legal proceedings to enforce any claim under this Act may be instituted in a court of competent jurisdiction upon expiry of a period of six (6) months after completion of the procedures set out in section 19:

Provided that such proceedings may be instituted at any time after the Fund has made a final determination on the claim subject to the limitations and provisions of section 21.

(2) Where such legal proceedings are concerned with an issue of procedure, costs or a dispute as to the amount of compensation awarded such proceedings shall be by way of review and in such event the claimant shall first submit a written statement to the Fund setting out the reasons for dissatisfaction or complaint to which the Fund shall respond in writing within fourteen (14) days.

(3) In all other instances such proceedings shall be by way of action for an order directing the Fund to proceed to make a determination on the claim and award compensation in accordance with the provisions of this Act.

(4) In any legal proceedings the Fund itself, as represented by its servants, shall be entitled to act on its own behalf and to appear in any court and to sue out, serve and receive service of process.

Prescription
of right to
claim

21. (1) Notwithstanding the provisions of any other law relating to the prescription of claims, but subject to the provisions of subsections (2) and (3), the right to claim compensation from the Fund shall become prescribed upon the expiration of a period of two (2) years from the date of the vehicle accident giving rise to the claim.

(2) Prescription of a claim under this Act shall not run against any person —

- (a) whilst such person is a minor;
- (b) whilst such person is detained as a patient in terms of the provisions of the Mental Disorders Act;
- (c) whilst such person is under curatorship due to mental disorder.

(3) Prescription of a claim under this Act shall be suspended for a period of three (3) months from the date of delivery, to the claimant or agent, of a notification —

- (a) repudiating liability; or
- (b) conveying an offer of settlement,

Provided that in respect of a claim which has been submitted in full accordance with the provisions of section 19, the running of prescription may be suspended by mutual agreement between the Fund and the claimant, or his agent, which agreement shall be reduced to writing before taking effect.

(4) In respect of any prescribed claim, the court may grant the claimant concerned, on application, the right to institute an action for enforcement of the said claim provided that —

- (a) it is satisfied that special circumstances exist as to the reason for the claim not having been submitted before becoming prescribed;
- (b) the application is brought not later than three months after the claim became prescribed; and

Cap 63:02

(c) the claimant concerned provides security for costs to the satisfaction of the court.

(5) The right to institute any action granted in terms of subsection (4) shall be exercised within a period of three months from the date on which such right is granted, failing which such right shall lapse.

22. Notwithstanding the provisions of any other law, where the Fund has paid any sum as compensation in terms of this Act, it shall have the right to recover such sum from the person who caused the vehicle accident giving rise to the claim in question, less such amount as is due to such person but for the provisions of this section, if, at the time of such vehicle accident that person -

Right of
recovery
by Fund

- (a) was under the influence of intoxicating liquor or drugs to such an extent as to be incapable of having proper control of a vehicle;
- (b) was driving the vehicle recklessly;
- (c) was driving the motor vehicle without being the holder of a valid driving licence;
- (d) was driving a defective vehicle and such defect caused or contributed to the cause of the vehicle accident;
- (e) was driving a stolen vehicle knowing, or ought reasonably to have known, that it was stolen; or
- (f) being the owner, custodian or lawful possessor of the vehicle, permitted the vehicle to be driven in the circumstances set out in paragraphs (a), (b), (c) and (d) hereof

23. Where, in accordance with a claim made in terms of this Act, a court makes an order for compensation against the Fund —

Order for
interest or
costs by court

- (a) it shall not make an award of interest payable on any sum due unless payment in satisfaction of the order is not made by the Fund within a period of fourteen (14) days after such order; and
- (b) in making an order for costs it shall take into consideration any written offer in settlement of the claim made by the Fund prior to the issue of the summons, but evidence of such offer shall not be admissible for such purpose until after judgement on the issue of liability.

24. (1) For the purposes of this Act, a vehicle which is being propelled by any mechanical, animal or human power or by gravity or momentum shall be deemed to be driven by the person in control or apparent control of the said vehicle or animal.

Evidence and
presumptions

(2) For the purposes of this Act, a person who has parked a vehicle at any place shall be deemed to be the driver of that vehicle, and if, as a result of gravity the said vehicle moves from that place, that said person shall be deemed to be the driver of the said vehicle whilst it is so moving, and at the place where it comes to rest.

(3) Whenever a vehicle has been parked or left at any place, it shall, for the purposes of this Act, and until the contrary is proved, be presumed that the said vehicle was so parked or left by the owner thereof.

(4) Whenever it is shown that a vehicle involved in a vehicle accident was equipped with a seat belt it shall be presumed, until the contrary is proved, that such seat belt was in proper and efficient working order.

(5) Whenever it is proved that the blood alcohol level of any person, alive or dead, exceeded 150 milligrams of alcohol per 100 millilitres of blood within six (6) hours of such person driving a vehicle, it shall be presumed that such person was under the influence of liquor to such an extent as to be incapable of having proper control of a vehicle.

(6) No agreement or undertaking by the Fund to pay compensation or any sum of money in respect of any claim shall be enforceable in any court unless in addition thereto liability has accrued to the Fund in terms of section 12.

Regulations

25. (1) The Minister may make regulations for the better carrying out of the purposes and provisions of this Act, and in particular but without prejudice to the generality of the foregoing, may make regulations with respect to any of the following matters —

- (a) to prescribe anything required by this Act to be prescribed and to prescribe the manner in which any form so prescribed shall be completed and presented;
- (b) to prescribe the powers and duties which may be exercised or performed in connexion with the administration of this Act by such person or persons as the Minister may designate;
- (c) after consultation with the Minister responsible for health, to prescribe a tariff of fees to regulate the medical expenses recoverable from the Fund in respect of claims for medical care, accommodation, treatment, goods or services provided in any hospital.

(2) Regulations made in terms of subsection (1) may provide for penalties in respect of any breach thereof or failure to comply therewith or with any order or direction given thereunder, not exceeding a fine of P 500 and imprisonment for three months.

Repeal of section 10 Cap 12:03

26. (1) The Motor Vehicle Insurance Fund Act is hereby repealed.

(2) Notwithstanding the provisions of subsection (1), the provisions of this Act shall not apply to vehicle accidents which occurred prior to this Act coming into force, and any claims in respect of such vehicle accidents shall be dealt with in terms of the Motor Vehicle Insurance Fund Act repealed by subsection (1), which shall continue to have force and effect in respect of such claim.

(3) All rights, obligations, assets and liabilities which have accrued to the Fund in terms of the Motor Vehicle Insurance Fund Act repealed by subsection (1) shall, upon this Act coming into force, simultaneously pass and accrue to the Fund and be dealt with in terms thereof.

(4) Nothing in this Act shall affect the validity of any agreement entered into under the repealed Act in respect of the assumption of liability for loss and damage caused by a vehicle accident involving a vehicle which is registered in a country other than Botswana, and any such agreement shall continue to have force and effect as if entered into under the terms of the Act.

27. Section 10 of the Apportionment of Damages Act is hereby repealed.

Repeal and
savings
Cap 69:02

PASSED by the National Assembly this 8th day of April, 1998.

C.T. MOMPEI,
Clerk of the National Assembly.

Bill No. 10 of 1998

LOCAL COUNCILS ELECTIONS (REPEAL) BILL, 1998
(Published on 30th April, 1998)

MEMORANDUM

A draft of the above Bill, which it is intended to present to the National Assembly is set out below.

2. The object of the Bill is to repeal the Local Councils Elections Act. This follows the Constitution (Amendment) Act, 1997 under which Act an Independent Electoral Commission was established with powers to *inter alia* conduct and supervise elections of Members of the National Assembly and members of a local authority. There is therefore no need for the Local Councils Act which Act made provision regarding elections to local councils.

D.K. KWELAGOBÉ,
*Minister of Local Government,
Lands and Housing.*

ARRANGEMENT OF SECTIONS

SECTION

1. Short title
2. Repeal of Cap. 40:03

A BILL

—entitled—

An Act to repeal the Local Councils Elections Act

Date of Assent:

Date of Commencement:

ENACTED by the Parliament of Botswana.

- | | |
|--|-------------------------|
| 1. This Act may be cited as the Local Councils Elections (Repeal) Act, 1998. | Short title |
| 2. The Local Councils Elections Act is hereby repealed. | Repeal of
Cap. 40:03 |

Bill No. 11 of 1998

WASTE MANAGEMENT BILL, 1998

(Published on 30th April, 1998)

MEMORANDUM

A draft of the above Bill, which it is proposed to present to the National Assembly, is set out below.

Although there are rudimentary waste management provisions in some of the by-laws of the District Councils, the provisions available are completely inadequate to provide for the required controls and management of waste at the national and local levels. Modern methods of control and management of waste are essential so as to guard against and, where possible, prevent the pollution of the environment and in particular the pollution of our scarce water resources. Currently execution of the waste management function is carried out by local authorities under the supervision of the Ministry of Local Government, Lands and Housing. The supervision provided is, however, minimal at the present time and the District Councils are effectively left to cope with the daunting task of managing increasing amounts of waste, including hazardous waste, with very little guidance and with insufficient resources.

The private sector waste management industry, which is beginning to develop and which is expected to augment Government efforts on waste management, will also be regulated under this Bill, to ensure that waste in the country is managed consistently and at the highest standards possible.

The object of the Bill, therefore, is to promote the standards of waste management in Botswana, in order to prevent harm to human, animal and plant life, to minimise environmental pollution and to conserve natural resources by —

- (a) providing for the establishment of a Department of Sanitation and Waste Management in clause 3 and by providing for the functions of the Department in clause 6 which are mainly to regulate, coordinate and promote cooperation on waste management among public bodies and private bodies;
- (b) ensuring that the Director provides the assistance in the preparation of waste disposal plans, waste recycling plans and litter plans to local authorities in order to make effective organizational arrangements in various methods of collection, separation and recovery of waste in clauses 9, 10 and 11;
- (c) establishing a system of registration and licensing of waste carriers so as to control the consignment of waste in clauses 12 to 13;
- (d) providing for the registration and licensing of waste management facilities in order to control the methods used to prevent danger to the environment or to human, animal or plant life in clauses 14 to 28;
- (e) establishing an effective waste collection and disposal system by local authorities which is environmentally sound and enables the utilization of valuable resources recoverable from waste in clauses 29 to 33;
- (f) prohibiting litter in any public place and imposing a duty on local authorities to clean public places in clauses 34 to 38;

- (g) providing for enforcement powers in clauses 39 to 44 to make the provisions of this Bill effective;
- (h) providing for the application of the Basel Convention to Botswana in clause 45; and
- (i) providing generally for the control and management of waste in clauses 46 to 57.

D.K. KWELAGOBÉ,
*Minister of Local Government, Lands
and Housing*

ARRANGEMENT OF SECTIONS

SECTION

PART I — *Preliminary*

- 1. Short title
- 2. Interpretation

PART II — *Establishment of Department*

- 3. Establishment of Department
- 4. Membership of Department
- 5. Identity card

PART III — *Functions of Department*

- 6. Functions and powers of Department
- 7. Annual Report
- 8. Qualifications of officers and managers

PART IV — *Waste Management Plans*

- 9. Local and national waste management plan
- 10. Waste recycling plan
- 11. Litter plan

PART V — *Registration and Licensing of Waste Carriers*

- 12. Registration of waste carriers
- 13. Licensing of waste carriers

PART VI — *Registration and Licensing of Waste Management Facilities*

- 14. Registration of waste management facilities
- 15. Unlicensed waste management facility prohibited
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45. Application of Basel Convention to regulations

PART XI — *General*

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47. Public register
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49. Hazardous and clinical waste
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54. Confidentiality of information
55. Power to make regulations
56. Amendment of Schedule to Cap. 40:01
57. Amendment of First Schedule to Cap. 40:02 (Sub. leg.)

SCHEDULE

A BILL

—entitled—

An Act to provide for the establishment of the Department of Sanitation and Waste Management; to make provision for the planning, facilitation and implementation of advanced systems for regulating the management of controlled waste in order to prevent harm to human, animal and plant life; to minimise pollution of the environment, to conserve natural resources; to cause the provisions of the Basel Convention to apply in regulating the trans-boundary movement of hazardous wastes and their disposal; and for matters incidental to and connected to the foregoing.

Date of Assent:

Date of Commencement:

ENACTED by the Parliament of Botswana.

PART I— Preliminary

Short title

Interpretation

1. This Act may be cited as the Waste Management Act, 1998.
2. In this Act, unless the context otherwise requires —
 - “authorised officer” means an officer of the Department authorised to act on its behalf and shall include such other public officers as the Minister may appoint after consultation with the respective authorities;
 - “Basel Convention” means the Basel Convention on the control of trans-boundary movement of hazardous wastes and their disposal, concluded in 1989, to which Botswana is a party, and the provisions of which are applicable in regulating the trans-boundary movement of waste as provided for under section 45;
 - “clinical waste” means —
 - (a) waste which, unless rendered safe, may prove hazardous to any person, animal or plant coming into contact with it, arising from human or animal tissue, blood or other body fluids, excretions, drugs or other pharmaceutical products, radioactive materials, swabs or dressings, microbiological cultures and potentially infected waste from pathology departments or syringes, needles or other sharp instruments; or
 - (b) any other waste which may cause infection to any person, animal or plant coming into contact with it arising from —

- (i) medical, nursing, dental, veterinary, pharmaceutical or similar practice;
- (ii) investigation, treatment, care, teaching or research; or
- (iii) the collection of blood for transfusion;

“commercial waste” means waste from premises used wholly or mainly for the purpose of a trade, business, sport, recreation, entertainment or as local or central government offices, and excludes household waste, industrial waste or excavated waste from a mine or mine tailings impoundment as defined under the Mines and Minerals Act, save for that mine waste for which the Minister may prescribe a different categorisation for; Cap 66:01

“controlled waste” includes the waste defined as household, industrial, commercial, clinical or hazardous waste in this Act;

“Director” means a person appointed under section 4 as Director;

“Department” means the Department to be established under section 3;

“disposal”, in relation to waste, means operations which do not lead to the possibility of resource recovery, recycling, reclamation, direct reuse or alternative uses;

“harm” means interference with the ecological systems of which the living organisms form part and in case of a living person includes harm, distress or annoyance to any of his senses or damage to his property;

“hazardous waste” means controlled waste which has the potential, even in low concentrations, to have significant adverse effect on public health or the environment on account of its inherent chemical and physical characteristics, such as toxic, ignitable, corrosive, carcinogenic or other properties;

“household waste” means waste from -

- (a) any building used wholly for the purposes of living accommodation;
- (b) a residential home;
- (c) premises forming part of a university or school or other educational establishment;

“industrial waste” means waste from any premises -

- (a) used for the purposes of or in connection with the provision to the public of transport services by land, air or water;
- (b) used for the purposes of or in connection with the supply to the public of gas, water or electricity or the provision of sewerage services;
- (c) used for the purposes of or in connection with the provision to the public of postal or telecommunication services;
- (d) forming part of a hospital or nursing home;
- (e) that are subject to a licence to manufacture under the Industrial Development Act;

“litter” means any object or matter discarded or abandoned by the person in whose possession or control it was;

- “local authority” means a city, town or district council or a land board;
- “local waste management plan” means the plan drawn up by a local authority under section 9;
- “national waste management plan” means the plan drawn up by the Director under section 9;
- “principal litter authority” means a local authority designated as such under section 37;
- “recycling” includes the reclamation of waste, recovery of materials, reprocessing of wastes, resource recovery and reuse of waste;
- “reclamation of waste” means the collection, sorting and upgrading of waste materials to a usable standard;
- “recovery of materials” means the recovery of materials from waste and their reuse for either the same purpose or for different purposes;
- “reprocessing of waste” means the physical, chemical or biological conversion of waste materials to generate other usable materials;
- “resource recovery” means the recovery of energy by means of —
 - (a) incineration of hazardous waste; and
 - (b) reclamation of water contaminated by waste;
- “treatment” means subjecting waste to any process including resource recovery, reuse, reprocessing, reclaiming or recycling; and the term ‘treat’ shall be construed accordingly;
- “trans-boundary movement of waste” means the importation and exportation of waste into or from Botswana or the transit of waste through Botswana;
- “waste” includes the following substances and any combination thereof which are discarded by any person or are accumulated or stored by any person for the purpose of recycling—
 - (a) undesirable or superfluous by-products;
 - (b) residue or remainder of any process or activity;
 - (c) any gaseous, liquid or solid matter;
- “waste carrier” means a person registered and licenced under Part V to transport waste;
- “waste disposal site” means a site, registered under section 14, for the accumulation of waste to be disposed of or treated and includes a mobile or immobile waste treatment plant, waste storage or transfer facility or landfill site;
- “waste management” means the collection, deposit, interim storage, transfer, transport, treatment and final disposal of waste or controlled waste; and ‘manage controlled waste’ shall be construed accordingly;
- “waste management facility” means a waste disposal site, licensed under section 16, for the purpose of controlled waste management;
- “waste producer” means a person who creates or produces controlled waste;
- “waste recycling plan” means a plan drawn up by a local authority under 0;

PART II — *Establishment of Department*

3. There shall be established, in accordance with the laws governing the public service, a Department to be known as the Department of Sanitation and Waste Management.

Establishment
of Department

4. (1) Subject to the laws governing the public service, there shall be appointed a Director and such other officers of the Department as may be deemed necessary.

Staff of
Department

(2) The Director shall, subject to the direction of the Minister, be responsible for the administration of the Department.

5. The Minister shall cause each officer of the Department to be issued with a special identity card which shall be *prima facie* evidence of the appointment of such officer to the Department.

Identity card
of an officer

PART III — *Functions of Department*

6. Subject to the control of the Minister, the functions of the Department shall be to —

Functions
of Department

- (a) provide policy direction and leadership in all matters pertaining to sanitation and waste management;
- (b) enhance sectoral coordination by developing plans and programmes to guide the different sectors in the performance and discharge of their duties and closely monitor the work of the sectors;
- (c) develop effective communication flow between the stakeholders in sanitation and waste management and the public by instituting and maintaining a pro-active public awareness campaign;
- (d) ensure that implementation of sanitation and waste management projects is strategically designed to derive maximum benefit at minimum cost, accompanied by effective cost recovery policies;
- (e) provide reliable information for the support of both urban and rural sanitation and waste management development;
- (f) institute appropriate sanitary measures for the promotion of public health;
- (g) promote and coordinate human resources development and institutional capacity within the local authorities to effectively implement sanitation and waste management programmes
- (h) promote and facilitate economic sustainability in sanitation and waste management;
- (i) train and assess for competence waste management officers and supervisors;
- (j) register persons who manage controlled waste;
- (k) register and licence waste carriers, waste disposal sites and waste management facilities;
- (l) require and monitor the collection, disposal and treatment of controlled waste by local authorities and waste management industries in the private sector, in accordance with such standards as may be prescribed;

- (m) institute a consignment control system of controlled waste and approve waste carrying vehicles, packaging and labelling of waste carried on the vehicles;
- (n) monitor the trans-boundary movement of controlled waste;
- (o) make arrangements for hazardous waste, of a kind as may be specified, to be separated from other types of waste in its collection, transport, storage, treatment and disposal;
- (p) recommend to the Minister the appointment of committees to conduct technical research and other development studies for the purpose of assisting the Department realise its objectives;
- (q) restrict or prohibit waste management operations in or near rivers, ponds, lakes or underground water without adequate engineering works agreed in writing by the Director;
- (r) order the immediate closure of any existing waste management facility on the grounds of risk of pollution of the environment or harm to human, animal plant life;
- (s) cause land to be inspected from time to time to detect whether the condition of any part of the land is likely to cause pollution of the environment or harm to human, animal or plant life and to take such other steps as are necessary in regard thereto; and
- (t) do all such other things as may be necessary to achieve the objectives of the Act.

Annual Report

7. The Director shall, on or before 31 March in each year, or by such other date as the Minister may allow, submit to the Minister a report on the activities of the Department in the preceding year.

Qualifications
of officers
and managers

8. (1) Officers of the Department and other persons monitoring or controlling waste management activities shall be fit and proper persons and shall hold such qualifications and such experience in the field of waste management as the Minister may, from time to time, direct.

(2) A person shall be considered a fit and proper person for the purposes of this Act if the person —

- (a) has not been convicted of an offence concerned with environmental issues; and
- (b) is technically competent to manage controlled waste.

(3) Any person who owns the means of waste management shall be required to have such financial resources as may be prescribed, to discharge his obligations under the licence granted:

Provided that the person who owns the means of waste management shall also be required to comply with the requirements of subsections (1) and (2), where such person is also engaged in the management thereof.

PART IV — *Waste Management Plans*

9. (1) To facilitate the drawing up of the national waste management plan under subsection (3) each local authority shall submit, in writing to the Director, at such intervals as he may require, a local waste management plan covering the area under its control and containing information on the —

Local and
national waste
management
plans

- (a) kinds and quantities of controlled waste being generated and which the local authority expects will be generated in its area during the period specified in the plan;
- (b) waste disposal sites and public and private waste management facilities in its area at present and that are expected to be closed, upgraded or newly built during the period specified in the plan;
- (c) staff, equipment and other material used for operating the publicly owned sites and facilities at present and needed during the period specified;
- (d) kinds and quantities of controlled waste which the local authority expects to be brought for disposal into or taken for disposal out of the local authority's area during that period;
- (e) strategy the local authority has adopted to harmonise its activities with other local authorities on the management of the waste referred to in paragraph (d);
- (f) kinds and quantities of controlled waste which the local authority expects to manage by use of its own means or by use of means provided by the private sector, during that period;
- (g) methods by which, in a given period, the local authority intends to manage controlled waste and the local authority's prioritisation of the different methods of waste management for the given period of time;
- (h) estimated costs of the different methods of waste management mentioned in the plan, and how these costs are covered by tariffs, fees, or other means; and
- (i) efforts the local authority has undertaken and is going to undertake to reach full cost recovery within a given period of time.

(2) Upon the receipt of a local waste management plan in accordance with subsection (1) the Director shall, prior to the plan being considered under subsection (3), consult the Ministry of Health on the plan.

(3) The Director shall, in conjunction with the Department of Water Affairs and other relevant Departments and based on the local waste management plan of each local authority, draw up a national waste management plan covering a given period of time, which plan shall be evaluated and revised at regular intervals.

Waste recycling
plan

10. (1) A local authority shall prepare, as part of its local waste management plan, a waste recycling plan with respect to controlled waste in its area.

(2) The recycling plan shall include information with respect to the —

(a) kind and quantity of controlled waste that could be recycled and that would therefore not be included in the waste collection and disposal chain of the area in question;

(b) implication the recycling plan would have on the waste management services provided by the local authority;

(c) technical, organisational, and financial initiatives the local authority will provide to encourage recycling;

(d) estimated costs or savings attributable to the methods of dealing with waste in the manner provided by the plan; and

(e) possibility of returning waste materials to the manufacturer in order to control pollution, conserve resources and prevent harm to human, animal or plant life.

(3) In the case of a second, third or consecutive recycling plan, the plan shall include information on the results of an evaluation of the previous plan with specific emphasis on how the aims and objectives set out previously were met and reasons given for deviating therefrom.

(4) When a local authority has determined the content of the plan, it shall submit a copy of the plan to the Director for approval and thereafter take steps to implement the approved plan and give adequate publicity of the plan in its area and the neighbouring local authorities.

(5) Each local authority shall keep a copy of the plan and any modifications thereto, available at all times at its offices for public inspection.

Litter plan

11. A local authority shall prepare, from time to time, and revise a statement of the steps to be taken by it to abate litter referred to as the "litter plan", as part of its local waste management plan.

PART V— *Registration and Licensing of Waste Carriers*

Registration
of waste carrier

12. (1) The provisions of this section shall come into effect 12 months after the coming into operation of this Act.

(2) Subject to subsection (6), no person shall cause or effect the movement of controlled waste within Botswana or the trans-boundary movement of controlled waste without being registered as a waste carrier under the provisions of this section:

Provided that any person carrying on business as a waste carrier before the commencement of this Act or such other person as the Minister may determine on the recommendations of the Director, may, upon being registered, continue in such business or commence operations of such business pending the determination of the application for a licence under section 13.

(3) An application for registration in terms of subsection (2) shall be in the prescribed form and shall contain information relating to —

- (a) the type, volume, mix and constituents of the waste that is expected to be transported in the course of business annually;
- (b) the type, make and registration number of the vehicles which are used to carry the different kinds of waste; and
- (c) details of the qualifications of each driver employed to drive the vehicles registered under paragraph (b), and of other persons employed thereto.

(4) The Director shall issue a waste carrier certificate to every person registered or exempted from registration as a waste carrier, which certificate shall be *prima facie* evidence of registration or of exemption from registration of the waste carrier as the case may be.

(5) Any waste carrier aggrieved by the refusal of the Director to register him may, within 28 days from the date of such refusal, appeal against the refusal to the Minister:

Provided that any person carrying on business as a waste carrier before the commencement of this Act, may continue in such business pending the decision of the Minister.

(6) The Minister may, by order, exempt certain persons from registering as waste carriers under this Act.

(7) A waste carrier shall, when requested by a police officer or an authorised officer, produce for inspection, a registration certificate issued under subsection (3).

(8) Any person who contravenes any of the provisions of this section, shall be guilty of an offence and be liable to a fine not exceeding P 300 or to imprisonment for a term not exceeding two months or to both.

(9) Any person registered under this section may have such waste carrier registration revoked if such person is convicted of an offence under this Act.

13. (1) The provisions of this section shall come into effect 18 months after the coming into operation of this Act.

(2) Subject to subsections (3) and (12) no person shall cause or effect the movement of controlled waste within Botswana or the trans-boundary movement of controlled waste without a waste carrier licence issued under this section.

(3) Subsection (2) shall not apply to —

- (a) the transportation of controlled waste between different places within the same premises;
- (b) the transportation of controlled waste in transit from a country or territory outside Botswana to another and such waste is not deposited in Botswana, provided that the person carrying the waste is not resident in Botswana and holds the prescribed qualifications or other qualifications recognised by the Director to transport controlled waste; or
- (c) householders occasionally transporting their own household waste from their premises to the nearest collection or disposal point.

Licensing
of waste
carriers

(4) An application for a waste carrier licence shall be in the prescribed form which form shall, where applicable, be subject to Regulations made in compliance with the Basel Convention, under section 45.

(5) An applicant for a licence under this section shall append to the completed application form —

(a) the certificate issued under section 12(4); and

(b) such other documentation as may be required by the Director.

(6) The Director may, by notice served on an applicant, require the applicant to furnish in writing, within such reasonable time as is specified in the notice, such further information in connection with the application as the Director may reasonably require.

(7) On application duly made, the Director may —

(a) grant a waste carrier licence, on such conditions as he may determine; or

(b) refuse to grant a waste carrier licence where the applicant —

(i) has failed to satisfy any of the requirements; or

(ii) has been convicted of a prescribed offence under this Act.

(8) The Director shall notify the applicant in writing of his decision with respect to the application.

(9) Subject to the conditions specified in the waste carrier licence, it shall remain in force for a period not exceeding two years.

(10) The renewal of the waste carrier licence may be granted by the Director, upon payment, by the applicant, of a prescribed fee and shall be valid for such period as may be specified therein.

(11) Any waste carrier aggrieved by the refusal of the Director to grant him a licence may, within 28 days from the date of such refusal, appeal against the refusal to the Minister:

Provided that any person carrying on business as a waste carrier before the commencement of this Act, may continue in such business pending the decision of the Minister.

(12) The Minister may, by order, exempt certain persons from being licensed as waste carriers under this Act.

(13) A waste carrier shall, when requested by a police officer or an authorised officer, produce for inspection, the licence issued under subsection (7).

(14) Any person who carries waste without a valid licence shall be guilty of an offence and be liable to a fine not exceeding P 600, and for second and subsequent offence to a further fine not exceeding P 200 for each day the offence continues.

(15) Any person licensed under this section may have such licence revoked if such person is convicted of an offence under this Act.

(16) In proceedings against any person for an offence under this section, it shall be a defence for that person to show —

- (a) that the controlled waste was transported in an emergency, notice of which was given within 48 hours of such transportation, to the local authority in whose area the emergency occurred;
- (b) that he neither knew nor had reasonable grounds for suspecting that what was being transported was controlled waste and that he took all such steps as it was reasonable to ascertain whether it was such waste; or
- (c) that he acted under instructions from his employer.

(17) In this section, "emergency" means, in relation to the transportation of any controlled waste, any circumstances in which, in order to avoid, remove or reduce any serious risk of harm to the environment or to human, animal or plant life, it is necessary for the waste to be transported from one place to another without a waste carrier licence issued under this Part.

PART VI — *Registration of Waste Disposal Sites and Licensing of Waste Management Facilities*

14. (1) The provisions of this section shall come into effect 12 months after the coming into operation of this Act.

(2) Subject to subsection (6) no person shall operate a waste disposal site unless the waste disposal site is registered under this section.

(3) An application for registration in terms of subsection (1) shall be in the prescribed manner and shall contain information relating to —

- (a) the type, volume, mix and constituents of the waste that is expected to be managed in the course of business annually;
- (b) the type, make and registration number of the vehicles and equipment which are to be used to carry and treat the different kinds of waste; and
- (c) the number, position and qualifications of the persons to be employed thereto.

(4) The Director shall issue a waste disposal site registration certificate to every person who registers or is exempted from registering a waste disposal site, which certificate shall be *prima facie* evidence of registration or of exemption from registration of the waste disposal site as the case may be.

(5) Any person aggrieved by the refusal of the Director to register the waste disposal site may, within 28 days from the date of such refusal, appeal against the refusal to the Minister:

Provided that any person carrying on the business of waste disposal before the commencement of this Act, may continue in such business pending the decision of the Minister.

(6) The Minister may, by order, exempt any waste disposal site from being registered under this Act.

Registration
of waste
disposal sites

(7) A person managing a waste disposal site shall, when requested by a police officer or an authorised officer, produce for inspection, a registration certificate issued under subsection (4).

(8) Any person who contravenes any of the provisions of this section, shall be guilty of an offence and be liable to a fine not exceeding P 300 or to imprisonment for a term not exceeding two months or to both.

Unlicensed
waste
management
facility
prohibited

15. (1) The provisions of this section shall come into effect 18 months after the coming into operation of this Act

(2) Subject to section 24, no person shall manage controlled waste, on or upon any land or other premises, without a waste management facility licence issued under section 16.

Licensing
of waste
management
facility
Cap 32:09

16. (1) An application for a waste management facility licence shall be made in the prescribed form.

(2) A waste management facility, for which a planning permission is required in pursuance of the Town and Country Planning Act, shall not be licensed under this Part unless such permission is in force.

(3) The Director shall grant a waste management facility licence if he is satisfied that —

- (a) the applicant is a fit and proper person in terms of section 8; and
- (b) the waste management facility will not cause pollution of the environment or harm to human, animal or plant life.

(4) Subject to the conditions specified in the waste management facility licence, it shall remain in force until such time as it is surrendered in accordance with the provisions of section 23.

(5) The renewal of the waste management facility licence may be granted by the Director upon payment of a prescribed fee and shall be valid for such period as may be specified therein.

Consultation

17. The Director shall consult the Department of Water Affairs or any other relevant Department before deciding on the merits of each application under this Part.

Conditions
of waste
management
facility licence

18. (1) A waste management facility licence may include such conditions as the Director sees fit to specify therein or as may be prescribed and without prejudice to the generality of the foregoing, any such conditions may relate to -

- (a) the supervision of activities to which the waste management facility licence relates;
- (b) the precautions to be taken and works to be carried out in connection with the land or plant before the activities authorised by the waste management facility licence are begun or after such activities have ceased; or
- (c) where waste other than controlled waste is to be kept, treated or disposed of, to the keeping, treatment or disposal of that other waste.

(2) The conditions may require —

- (a) the licensee to carry out such other works notwithstanding that he is not required to carry out such works under any law; or
- (b) the licensee to meet the terms of a lease of land to be used for the waste management facility, if any, or such other lawful stipulations attached to the use of the land necessary to enable him to comply with any requirements imposed on him by the waste management facility licence.

19. While a waste management facility licence issued by the Director is in force, the Director may —

Variation
of conditions

- (a) on his own initiative, supported by sound technical justification, serve a notice on the licensee modifying the conditions specified in the waste management facility licence to any extent which in the opinion of the Director is desirable and is unlikely to require unreasonable expenditure by the licensee; or
- (b) on the application by the licensee, serve a notice on the licensee modifying the said conditions to the extent requested in the application.

20. (1) Without the approval of the Director, a transfer of a waste management facility licence shall be of no effect.

Transfer of
waste
management
facility licence

(2) An application to the Director for a transfer of a waste management facility licence shall be made in such form and include such information as may be prescribed.

(3) If, on such application, the Director is satisfied that the transferee is a fit and proper person and meets the requirements of the Act, the Director shall effect the transfer of the waste management facility licence to the transferee.

(4) The Director shall effect a transfer of a waste management facility licence by endorsing it with the name and other particulars of the transferee as the licensee from the date specified in the endorsement.

(5) Where the Director rejects any application made under this section, he shall communicate his rejection to the applicant in writing.

21. (1) The Director may suspend a waste management facility licence if —

Suspension
of waste
management
facility licence

- (a) the continuation of operations of the waste management facility would cause serious pollution or harm to human, animal or plant life;
- (b) the licensee fails to comply with a notice issued under section 19 which requires a condition to be complied with; or
- (c) the operator or licensee of the waste management facility contravenes the conditions of the licence.

(2) Upon the suspension of a licence in terms of subsection (1), —

- (a) operations of the waste management facility shall forthwith cease; and
- (b) the Director may require the licensee to comply with such directives as he may, in writing, specify, within a stated period.

Revocation
of waste
management
facility licence

(3) The Director may lift a suspension where he is satisfied that his directives under subsection (2) have been complied with.

22. (1) Where a waste management facility licence issued under this Part is in force, the Director may revoke it if it can be shown that —

- (a) the continuation of operations to which the waste management facility licence relates would —
 - (i) cause pollution of the environment or harm to human, animal or plant life, and the pollution, danger or detriment that may result cannot be avoided by modifying the conditions specified in the waste management facility licence; or
 - (ii) be so seriously detrimental to the amenities of the locality affected by such operations that the continuation of them ought not to be permitted;
- (b) the licensee has failed to comply with the directions of the Director issued under section 21(2); or
- (c) the licensee is convicted under this Act.

(2) Where the Director decides to revoke a waste management facility licence, he shall serve a notice on the licensee and the notice served shall state the date and time at which the revocation in question is to take effect.

(3) The revocation of the waste management facility licence shall have the effect of ceasing activities specified in the licence but shall not affect the requirements or conditions imposed thereunder which are to continue to bind the licensee.

Surrender
of waste
management
facility licence

23. (1) Subject to any condition on the waste management facility licence, the licensee may surrender the waste management facility licence by —

- (a) giving notice to the Director of his intention to do so;
- (b) applying to the Director to obtain a certificate of surrender; and
- (c) complying with such conditions as the Director may determine.

(2) Where the application is in respect of a surrender of a portion of an area of a waste management facility covered by the waste management facility licence, the licensee shall —

- (a) specify the particular portion of the area of the waste management facility, covered by the licence, to be surrendered; and
- (b) if the application is approved, demarcate the area of the waste management facility in the prescribed manner.

(3) The surrender of any part of a waste management facility covered by the licence shall not be effective until the Director has —

- (a) consulted the Department of Water Affairs; and
- (b) issued a certificate of surrender in respect of that waste management facility.

(4) A surrender shall be without prejudice to any liabilities or obligations incurred by the licensee in relation to that waste management facility prior to the date of surrender and shall be subject to the licence holder's responsibility to ensure that there is no pollution for a minimum period of 30 years after the date of surrender.

- (5) On the issue of a certificate of surrender the Director shall —
- (a) cancel such waste management facility licence, where the surrender is in respect of a waste management facility; or
 - (b) amend the waste management facility licence, where the surrender is in respect of a portion of a waste management facility.

24. A person managing controlled waste may, by notice published in the *Gazette*, be exempted from holding a waste management facility licence if —

Exemption
from holding
licence

- (a) the deposits of controlled waste being managed are small, innocuous or of a temporary nature;
- (b) adequate controls are provided under any other enactment; or
- (c) the person meets such other requirements as the Minister may prescribe.

25. (1) The Director shall —

Public
Register of
issued waste
management
facility
licences

- (a) maintain a register containing prescribed particulars of issued waste management facility licences which are in force;
- (b) secure that the register is open for inspection at its principal office by members of the public free of charge at all reasonable hours; and
- (c) afford a member of the public reasonable facilities for obtaining from him on payment of reasonable charges copies of entries in the register.

26. The Minister may by Order direct the closure of any waste management facility on the grounds of risk of pollution of the environment or harm to human, animal or plant life.

Closure of
facility by
order of
Minister
Appeals

27. Any person aggrieved by a decision under this Part may, within thirty days of such decision, appeal against such decision to the Minister or to the court on a matter of law.

28. (1) Any person who contravenes any of the provision of this Part shall be guilty of an offence and liable to a fine not exceeding P 8000 or to imprisonment for a term not exceeding seven years.

Offence
and penalty

(2) It shall be a defence for a person charged with an offence under this Part to prove that he —

- (a) took care to inform himself from persons who were in a position to provide information and to verify such information, as to whether the management of waste to which the charge relates would be in contravention of this Part;
- (b) acted under instructions from his employer and did not know that the keeping, treating or disposal of waste was in contravention of this Part;
- (c) took all such steps as were reasonably open to him to ensure that the conditions of the waste management facility licence were complied with; or
- (d) performed the acts specified in the charge in an emergency in order to avoid danger to the public and that as soon as practicable they were reported to the local authority.

PART VII — *Powers and Duties of Local Authorities*Collection of
waste

29. (1) A local authority shall, at a prescribed fee, arrange for the collection and disposal of all household waste in its area except waste which is situated at a place which in the opinion of the local authority is isolated, inaccessible or which is produced in such small quantities that the cost of collecting it would be high, or that the person who controls the waste is capable of collecting it.

(2) A person who arranges with the local authority for the collection of waste other than household waste shall pay a prescribed fee to the local authority for the collection and disposal of that waste.

(3) A local authority shall make such arrangements, without charge, for the emptying of privies serving one or more private dwellings in its area as it considers appropriate.

(4) Anything collected under arrangements made by a local authority under this section shall belong to the local authority.

Receptacles
for house-
hold waste

30. (1) In pursuance of the requirement for a local authority to arrange for the collection of household waste in its area, under section 29, the local authority may, by a notice served on the occupier of the premises, require him to place the waste for collection in receptacles which shall be of a kind and number as may be specified in the notice.

(2) The kind and number of receptacles under subsection (1) to be used shall be such as are reasonable having regard to the locality and the type of waste concerned.

(3) A local authority may, at the request of any person, supply him, at a prescribed fee, with receptacles for collection of commercial or industrial waste.

Disposal of
waste

31. (1) Each local authority shall deliver for disposal all waste which is collected by it to a licenced waste management facility with the exception of any household waste which the local authority may decide to retain for recycling.

(2) A local authority shall, in accordance with its local waste management plan —

(a) ensure that adequate arrangements are made within its area for the management of all the controlled waste expected to arise within that area;

(b) inspect land on which waste has been deposited to detect whether the state of such land is in a condition to cause pollution of the environment or harm to human, animal or plant life and to take steps as appear to it reasonable to avoid pollution of the environment and harm to human, animal or plant life.

Removal of
waste

32. (1) If any controlled waste is deposited on any land or area of a local authority contrary to the provisions of this Act, the local authority may serve a notice on the occupier of the land requiring him to —

- (a) remove the waste from the land within a period specified in the notice, which shall not be less than twenty one days beginning with the date of service of the notice;
- (b) take, within a stated period, such steps as are specified with a view to eliminating or reducing the consequences of the deposit of the waste; or
- (c) remove the waste as mentioned in paragraph (a) and to take such steps as are mentioned in paragraph (b) within such a period as aforesaid.

(2) If a person on whom a notice is served in pursuance of subsection (1) fails to comply with the notice, he shall be guilty of an offence and be liable to a fine not exceeding P 500, and a further fine not exceeding P 100 for every day during which the offence continues;

(3) A local authority may remove any type of waste that has been deposited on any land or take other steps if it appears to the local authority that —

- (a) in order to remove or prevent pollution of the environment or danger to human, animal or plant life it is necessary to remove the waste forthwith or to take such other steps with a view to eliminating or reducing the consequences of the deposit of it;
- (b) there is no occupier of the land in question; or
- (c) the occupier of the land neither made nor knowingly permitted the deposit of the waste.

(4) Where the local authority exercises power conferred on it by subsection (3), in respect of any land, it shall be entitled to recover the cost of doing so and of disposing of any waste removed in the exercise of the power —

- (a) in a case falling within paragraph (a) of that subsection, from the occupier of the land unless he proves that he neither made nor caused nor knowingly permitted the deposit in question;
- (b) in any other case, from the person who deposited or caused or knowingly permitted the deposit of any of the waste in question on the land, except such of the cost as the occupier or other person shows was incurred unnecessarily.

(5) Any waste removed by a local authority in pursuance of this section shall belong to the local authority and may be dealt with accordingly.

(6) Each local authority shall, at every quarter, submit to the Department a report of the waste collected in accordance with the provisions of this Part and such report shall include details of —

- (a) the persons from whom the waste has been collected;
- (b) the nature and type of waste;
- (c) the percentage of the waste that is recyclable; and
- (d) the amounts realised from the collection of the waste in relation to the costs.

Power to
recycle waste

33. A local authority may make arrangements with any waste management industry in the private sector to —

- (a) recycle waste;
- (b) use waste for the purpose of producing from it heat or electricity or both; or
- (c) collect and dispose of controlled waste or to either collect or dispose of such waste.

PART VIII — *Litter*

Prohibition
to litter

34. (1) A person shall not deposit in any place anything which may contribute to the defacement of any place by litter, except as authorised by law or done with the consent of the owner or occupier of that place.

(2) Subsection (1) applies to any public place and includes the following —

- (a) any highway or road; or
- (b) any place within the jurisdiction of a local council.

(3) Any person who contravenes this section commits an offence and is liable to a fine not exceeding P 300 or to imprisonment for a term not exceeding two months or to both.

Abatement
of litter

35. A local authority may, with a purpose of promoting the abatement of litter, take such steps as it thinks appropriate.

Dumping
of litter

36. The Minister may make regulations with respect to the dumping of litter and in particular provide for —

- (a) the nature, design, number, provision and placing of containers and notices with respect to the dumping of litter;
- (b) the cleaning, clearing away and removal of litter and the emptying and maintenance of containers for the dumping of litter;
- (c) the facilities or methods of preventing the accumulation of litter; or
- (d) any other matter which he deems necessary or desirable to control and prevent the dumping of litter.

Principal
litter
authority

37. (1) For the purposes of this Act all local authorities are hereby designated principal litter authorities.

(2) A principal litter authority shall undertake the cleaning of public roads and streets as identified by the Director, and the amenities of its area in the interests of public health.

(3) In determining the standard required for the cleaning of public roads and streets regard shall be had to the character and use of the land thereof and the measures practicable in the circumstances.

(4) A principal litter authority may, for the purpose of preventing accumulation of litter or refuse around any public place or road, issue notices imposing requirements on occupiers of premises in relation to such litter or refuse in accordance with this section.

38. (1) Where an authorised officer of a local authority or a police officer finds a person whom he has reason to believe has committed an offence under this section, he may give that person a notice offering him the opportunity of discharging any liability for that offence by payment of a prescribed penalty.

Notices for
depositing
litter

(2) Where a person is given a notice under this section in respect of an offence believed to have been committed —

(a) no proceedings shall be instituted for that offence before the expiration of fourteen days following the date of the notice; and

(b) he shall not be convicted of that offence if he pays the fixed penalty before the expiration of fourteen days.

(3) A notice under this section shall give such particulars of the circumstances alleged to constitute the offence as are necessary for giving reasonable information of the offence and shall state —

(a) the period during which, by virtue of subsection (2) proceedings will not be taken for the offence;

(b) the amount of the fixed penalty; and

(c) the person to whom and the address at which the fixed penalty may be paid.

(4) The form of notices under this section shall be such as the Minister may by regulations prescribe.

PART IX — *Enforcement Powers*

39. (1) The Director shall have power to obtain, from any person, such information including books, records, returns, reports and any other document, as the Director deems necessary to enable him to carry out his functions under this Act.

Power to
obtain
information

(2) If so requested by the Director, a person shall provide such information as the Director may require and the Director may make copies of such information or take extracts therefrom.

(3) A person who gives information under this section, shall not give information which is false or misleading.

(4) Any information furnished, document or data produced under this section shall not be admissible in evidence against the person who provided it in any proceedings, other than for proceedings under section 42 which may be instituted against him.

(5) Any person who contravenes subsection (2) or (3) shall be guilty of an offence and shall be liable to a fine not exceeding P 500 or to imprisonment for a term not exceeding four months.

40. (1) Subject to subsection (2) an authorised officer may enter any premises for the purpose of conducting a search and may seize any item during the course of an investigation in connection with the keeping, treating and disposal of waste.

Power of
search
and seizure

(2) No authorised officer shall enter, conduct a search or seize any item in terms of subsection (1) unless such authorised officer has obtained —

- (a) the consent in writing of the owner of of the person in charge of the premises; or
- (b) a search warrant.

(3) An authorised officer shall carry at all times and, upon demand, present an identity card issued under section five.

(4) Any person who obstructs or interferes with any person in the performance of his functions under this section shall be guilty of an offence and liable to a fine not exceeding P 500 or to imprisonment for a term not exceeding four months or both.

Right of
entry

41. (1) An authorised officer or any authorised officer of a local authority may enter upon any land, if it is considered that there is an immediate risk of serious pollution of the environment or harm to human, animal or plant life, and take with him such assistance and equipment as may be considered necessary for the purpose of carrying out any powers, duties or functions under this Act.

(2) Any person authorised under subsection (1) shall, on demand by the occupier of the land, produce an identity card.

Civil liability

42. Where any damage is caused by poisonous, noxious or polluting waste which has been deposited on any land, any person who deposited it, or caused or permitted it to be deposited is liable for the damage to the land except where the damage —

- (a) was due wholly to the fault of the person who suffered it; or
- (b) was suffered by a person who voluntarily accepted the risk thereof.

Urgent
provisional
orders

43. Where a court is satisfied from information placed before it that circumstances relating to a particular matter, which matter is a subject of an investigation under this Act, render that matter urgent in that irreparable damage would be caused to animal, plant or human life by poisonous, noxious or polluting waste deposited on any land, if the matter were to be dealt with by the court at the proceedings in due course, the court may issue a provisional order -

- (a) prohibiting any person from depositing controlled waste on any land;
 - (b) prohibiting any person from keeping, treating and disposing of hazardous waste without separating it from other types of waste;
 - (c) ordering a person to remove any type of waste from any land;
 - (d) preventing any potential environmental hazard; or
 - (e) authorising the Department to take any action specified in the order.
- (2) A provisional order issued under subsection (1) —
- (a) may be amended or withdrawn by the court on application by the Director or by a person affected by such order;
 - (b) shall remain in force for such period or extended period as the court may from time to time determine;
 - (c) shall, unless withdrawn or lapsed, remain in force until the proceedings are finalised.

(3) A provisional order issued under subsection (1) and any amendment, withdrawal or extension thereof shall, where the court so directs, be published in the Gazette and in such other media as the court may deem appropriate.

44. Save where otherwise specifically provided for, any person who is guilty of depositing waste on land which gives rise to the pollution of the environment or harm to human animal or plant life, shall upon conviction, be liable to a fine not exceeding P 14,000 or to imprisonment for a term not exceeding 10 years, or to both.

General
penalty

PART X — *Application of the Basel Convention*

45. (1) The Basel Convention, set out in the Schedule, including any amendments, appendices and resolutions thereto, shall apply in regulating the trans-boundary movement of waste.

Application of
Basel
Convention to
regulations

(2) Regulations may be made to —

- (a) make such provision as appears necessary or expedient for the carrying out of and giving effect to the Basel Convention; and
- (b) impose fees and provide for the recovery of any expenditure incurred in giving effect to the Basel Convention.

(3) Where the Minister considers it in the public interest to do so, and in particular where he considers it necessary or expedient to do so in order to facilitate compliance by Botswana with the Basel Convention, he may give directions, either generally or in a particular case, to all or any public officer, or to such person holding a licence granted under the provisions of this Act, as to the carrying out of their powers, functions or conditions of their licence, and any person to whom such directions are given shall comply therewith.

(4) Where the Minister deems it necessary so to do, he may cause any directive made under subsection (3) to be published by notice in the *Gazette*.

(5) Any person required to and who fails to comply with any directive made under subsection (3) shall be guilty of an offence and shall be liable to a fine not exceeding P 1 400 or to imprisonment for a period not exceeding 12 months, or to both.

PART XI — *General*

46. (1) The Director shall maintain records of the —

- (a) registration of waste carriers and producers;
- (b) existing waste disposal sites;
- (c) licensing of waste management facilities;
- (d) applications for licensing of waste carriers and waste management facilities;
- (e) revocation or suspension of issued licences under this Act;
- (f) appeals that relate to the decisions made under this Act;

Public
records

(g) certificates of completion or training on competence in waste management; and

(h) convictions of licensees under this Act.

(2) Records maintained under subsection (1) shall be open to inspection by members of the public during normal Government office hours and members of the public may, at their expense, be permitted to take copies thereof.

(3) The Director may, with the approval of the Minister, on the request by any person, exclude information contained under subsection (1) on the grounds of national security.

Public register

47. (1) A local authority shall, as respects land in its area subject to contamination, maintain a register in the prescribed form which shall be open for public inspection.

Interference with waste

48. (1) Except with the Director's consent in writing, no person shall disturb —

(a) anything deposited at a place prescribed for the deposit of waste by the Director or local authority; or

(b) anything deposited in a receptacle for waste whether for public or private use.

(2) Any person who contravenes subsection (1) shall be guilty of an offence and liable to a fine not exceeding P 500.

Hazardous and clinical waste

49. Hazardous or clinical waste, of a kind as may be specified by Order, shall be —

(a) collected, disposed of or treated in such manner as the Minister may prescribe;

(b) packed and clearly marked and labelled as may be prescribed; or

(c) conveyed by road, rail or over water, on motor vehicles or vessels whose design construction shall be subject to the prescribed standards.

Classification packaging and labelling

50. The Minister may prescribe adequate classification, safe packaging and clear labelling of all controlled waste transported by road, rail, air or over water.

Duty of care in respect of waste

51. (1) Each local authority and any person who produces, carries, keeps, treats, or disposes of controlled waste shall take all measures applicable to him in the circumstances to prevent the escape of the waste from his control and to prevent contravention of any of the provision of this Act.

(2) Each person dealing with waste in terms of subsection (1) shall, at the point of consigning the waste to some other person, ensure that the person to whom the waste is being consigned is licenced to deal with waste in terms of this Act.

(3) Any person to whom waste has been consigned in terms of subsection (2) shall take all measures applicable to him to prevent the escape of the waste from his control and prevent the contravention of any of the provisions of this Act.

(4) Any person who contravenes this section shall be guilty of an offence and be liable to a fine of P 1000 and a further P 500 for each day the contravention continues.

52. Where an offence under this Act which has been committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of a director, manager, secretary or other similar officer of the body corporate, or any person who was purporting to act in such capacity, he, as well as the body corporate, shall be guilty of an offence and be liable in terms of this Act.

Body
corporate
liability

53. (1) Where, on an inspection by an authorised officer, it appears to the authorised officer that the condition of any particular land is such that pollution of the environment or harm to human, animal or plant life is likely to be caused it shall be the duty of the Director to direct the local authority in whose area the land is situated to do such works and take such steps, whether on the land affected or on adjacent land as appears to the Director to be reasonable to avoid such pollution or harm.

Inspection
of land

(2) Where it appears to the Director that the condition of the land is such that pollution of public water is likely to be caused due to the concentration or accumulation in and emission or discharge from the land of noxious liquids caused by deposits of controlled waste on the land, it shall be the duty of the Director to consult the Department of Water Affairs on the steps considered necessary to take, to minimise or prevent pollution or harm to human, animal or plant life.

(3) The Minister may, by Order, require general or specific measures to be taken to prevent the pollution of public water.

54. (1) Subject to the provisions of this Act, no person shall, directly or indirectly, disclose to unauthorised persons confidential information he may acquire in the course of his duty as an officer, agent or other employee of the Department.

Confidentiality
of information

(2) The duty of confidentiality imposed on the officer, agent or other employee under subsection (1) shall not apply where civil or criminal proceedings arise involving the Department.

(3) Any person who contravenes this section shall be guilty of an offence and liable to a fine not exceeding P 4000 or to imprisonment for a term not exceeding 3 years or to both.

55. (1) The Minister may, after consulting the Minister responsible for Health, make regulations prescribing anything which under this Act is to be prescribed or which, in his opinion, is necessary or convenient to be prescribed for the better carrying out of the objects and purposes of this Act, or to give force and effect to its provisions.

Power to make
regulations

(2) Without prejudice to the generality of subsection (1), Regulations may provide for the —

- (a) classification of waste;
- (b) recruitment, training and competence assessment of waste management officers;

- (c) registration of carriers;
- (d) registration of waste disposal sites;
- (e) registration of specified waste producers;
- (f) licencing of waste carriers;
- (g) licensing of waste management facilities;
- (h) seizure of carrier vehicles failing to comply with requirements of the Act;
- (i) trans-boundary movement of waste;
- (j) hazardous or clinical waste;
- (k) deposits on beverage containers and packaging;
- (l) landfill licensing;
- (m) duty of care of persons dealing with controlled waste;
- (n) collection, disposal and treatment of controlled waste;
- (o) recycling of waste;
- (p) powers and duties of local authorities in respect to waste;
- (q) packaging and labelling of waste;
- (r) litter prevention;
- (s) restriction or prohibition of waste management operations in or near a river, lake, pond or underground water;
- (t) submission of annual returns by the holders of any category of licence issued under the Act.
- (u) inspection of waste disposal sites, waste management facilities and vehicles licenced to carry waste; and
- (v) such other matters as may be necessary for the control of waste.

Amendment of
Schedule to
Cap. 40:01

56. The Schedule to the Local Government (District Councils) Act, is hereby amended by the revocation of paragraphs 2(1) thereof.

Amendment of
Schedule to
Cap. 40:02
(Sub. Leg)

57. The First Schedule to the Town Council Regulations is amended by the revocation of paragraphs 2(1) thereof.

FIRST SCHEDULE
(Section 47)
BASEL CONVENTION
ON THE
CONTROL OF TRANS-BOUNDARY
MOVEMENTS OF HAZARDOUS
WASTES
AND THEIR DISPOSAL, 1989

PREAMBLE

The Parties to this Convention,

Aware of the risk of damage to human health and the environment caused by hazardous wastes and other wastes and the transboundary movement thereof.

Mindful of the growing threat to human health and the environment posed by the increased generation and complexity, and transboundary movement of hazardous wastes and other wastes,

Mindful also that the most effective way of protecting human health and the environment from the dangers posed by such wastes is the reduction of their generation to a minimum in terms of quantity and/or hazard potential,

Convinced that States should take necessary measures to ensure that the management of hazardous wastes and other wastes including their transboundary movement and disposal is consistent with the protection of human health and the environment whatever the place of disposal,

Noting that States should ensure that the generator should carry out duties with regards to the transport and disposal of hazardous wastes and other wastes in a manner that is consistent with the protection of the environment, whatever the place of disposal.

Fully recognising that any State has the sovereign right to ban the entry or disposal of foreign hazardous wastes and other wastes in its territory,

Recognizing also the increasing desire for the prohibition of transboundary movements of hazardous wastes and their disposal in other States, especially developing countries,

Convinced that hazardous wastes and other wastes should, as far as is compatible with environmentally sound and efficient management, be disposed of in the State where they were generated,

Aware also that transboundary movements of such wastes from the State of their generation to any other State should be permitted only when conducted under conditions which do not endanger human health and the environment, and under conditions in conformity with the provisions of this Convention,

Considering that enhanced control of transboundary movement of hazardous wastes and other wastes will act as an incentive for their environmentally sound management and for the reduction of the volume of such transboundary movement,

Convinced that States should take measures for the proper exchange of information on and control of the transboundary movement of hazardous wastes and other wastes from and to those States,

Noting that a number of international and regional agreements have addressed the issue of protection and preservation of the environment with regard to the transit of dangerous goods,

Taking into account the Declaration of the United Nations Conference on the Human Environment (Stockholm, 1972), the Cairo Guidelines and Principles for the Environmentally Sound Management of Hazardous Wastes adopted by the Governing Council of the United Nations Environment Programme (UNEP) by decision 14/30 of 17 June 1987, the Recommendations of the United Nations Committee of Experts on the Transport of Dangerous Goods (formulated in 1957 and updated biennially), relevant recommendations, declarations, instruments and regulations adopted within the United Nations system and the work and studies done within other international and regional organisations,

Mindful of the spirit, principles, aims and functions of the World Charter for Nature adopted by the General Assembly of the United Nations at its thirty-seventh session (1982) as the rule of ethics in respect of the protection of the human environment and the conservation of natural resources,

Affirming that States are responsible for the fulfilment of their international obligations concerning the protection of human health and protection and preservation of the environment, and are liable in accordance with international law,

Recognizing that in the case of a material breach of the provisions of this Convention or any protocol thereto the relevant international law of treaties shall apply,

Aware of the need to continue the development and implementation of environmentally sound low-waste technologies, recycling options, good house-keeping and management systems with a view to reducing to a minimum the generation of hazardous wastes and other wastes,

Aware also of the growing international concern about the need for stringent control of transboundary movement of hazardous wastes and other wastes, and of the need as far as possible to reduce such movement to a minimum,

Concerned about the problem of illegal transboundary traffic in hazardous wastes and other wastes,

Taking into account also the limited capabilities of the developing countries to manage hazardous wastes and other wastes,

Recognizing the need to promote the transfer of technology for the sound management of hazardous wastes and other wastes produced locally, particularly to the developing countries in accordance with the spirit of the Cairo Guidelines and decision 14/16 of the Governing Council of UNEP on Promotion of the transfer of environmental protection technology,

Recognizing also that hazardous wastes and other wastes should be transported in accordance with relevant international conventions and recommendations,

Convinced also that the transboundary movement of hazardous wastes and other wastes should be permitted only when the transport and the ultimate disposal of such wastes is environmentally sound, and

Determined to protect, by strict control, human health and the environment against the adverse effects which may result from the generation and management of hazardous wastes and other wastes,

HAVE AGREED AS FOLLOWS:

Article 1

Scope of the Convention

1. The following wastes that are subject to transboundary movement shall be "hazardous wastes" for the purposes of this Convention:
 - (a) Wastes that belong to any category contained in Annex I, unless they do not possess any of the characteristics contained in Annex III; and
 - (b) Wastes that are not covered under paragraph (a) but are defined as, or are considered to be hazardous wastes by the domestic legislation of the Party of export, import or transit.
2. Wastes that belong to any category contained in Annex II that are subject to transboundary movement shall be "other wastes" for the purposes of this Convention.
3. Wastes which, as a result of being radioactive, are subject to other international control systems, including international instruments, applying specifically to radioactive materials, are excluded from the scope of this Convention.
4. Wastes which derive from the normal operations of a ship, the discharge of which is covered by another international instrument, are excluded from the scope of this Convention.

Article 2

Definitions

For the purposes of this Convention:

1. "Wastes" are substances or objects which are disposed of or are intended to be disposed of or are required to be disposed of by the provisions of national law;
2. "Management" means the collection, transport and disposal of hazardous wastes or other wastes, including after-care of disposal sites;
3. "Transboundary movement" means any movement of hazardous wastes or other wastes from an area under the national jurisdiction of one State to or through an area under the national jurisdiction of another State or to or through an area not under the national jurisdiction of any State, provided at least two States are involved in the movement;
4. "Disposal" means any operation specified in Annex IV to this Convention;
5. "Approved site or facility" means a site or facility for the disposal of hazardous wastes or other wastes which is authorized or permitted to operate for this purpose by a relevant authority of the State where the site or facility is located;
6. "Competent authority" means one governmental authority designated by a Party to be responsible, within such geographical areas as the Party may think fit for receiving the notification of a transboundary movement of hazardous wastes or other wastes, and any information related to it, and for responding to such a notification, as provided in Article 6;
7. "Focal point" means the entity of a Party referred to in Article 5 responsible for receiving and submitting information as provided for in Articles 13 and 16;
8. "Environmentally sound management of hazardous wastes or other wastes" means taking all practicable steps to ensure that hazardous wastes or other wastes are managed in a manner which will protect human health and the environment against the adverse effects which may result from such wastes;
9. "Area under the national jurisdiction of a State" means any land, marine area or air space within which a State exercises administrative and regulatory responsibility in accordance with international law in regard to the protection of human health or the environment;
10. "State of export" means a Party from which a transboundary movement of hazardous wastes or other wastes is planned to be initiated or is initiated;
11. "State of import" means a Party to which a transboundary movement of hazardous wastes or other wastes is planned or takes place for the purpose of disposal therein or for the purpose of loading prior to disposal in an area not under the national jurisdiction of any State;

12. "State of transit" means any State, other than the State of export or import, through which a movement of hazardous wastes or other wastes is planned or takes place;
13. "States concerned" means Parties which are States of export or import, or transit States, whether or not Parties;
14. "Person" means any natural or legal person;
15. "Exporter" means any person under the jurisdiction of the State of export who arranges for hazardous wastes or other wastes to be exported;
16. "Importer" means any person under the jurisdiction of the State of import who arranges for hazardous wastes or other wastes to be imported;
17. "Carrier" means any person who carries out the transport of hazardous wastes or other wastes;
18. "Generator" means any person whose activity produces hazardous wastes or other wastes or, if that person is not known, the person who is in possession and/or control of those wastes;
19. "Disposer" means any person to whom hazardous wastes or other wastes are shipped and who carries out the disposal of such wastes;
20. "Political and/or economic integration organisation" means an organisation constituted by sovereign States to which its member States have transferred competence in respect of matters governed by this Convention and which has been duly authorized, in accordance with its internal procedures, to sign, ratify, accept, approve, formally confirm or accede to it;
21. "Illegal traffic" means any transboundary movement of hazardous wastes or other wastes as specified in Article 9.

Article 3

National Definitions of Hazardous Wastes

1. Each Party shall, within six months of becoming a Party to this Convention, inform the Secretariat of the Convention of the wastes, other than those listed in Annexes I and II, considered or defined as hazardous under its national legislation and of any requirements concerning transboundary movement procedures applicable to such wastes.
2. Each Party shall subsequently inform the Secretariat of any significant changes to the information it has provided pursuant to paragraph 1.
3. The Secretariat shall forthwith inform all Parties of the information it has received pursuant to paragraphs 1 and 2.

4. Parties shall be responsible for making the information transmitted to them by the Secretariat under paragraph 3 available to their exporters.

Article 4

General Obligations

1.
 - (a) Parties exercising their right to prohibit the import of hazardous wastes or other wastes for disposal shall inform the other Parties of their decision pursuant to Article 13.
 - (b) Parties shall prohibit or shall not permit the export of hazardous wastes and other wastes to the Parties which have prohibited the import of such wastes, when notified pursuant to subparagraph (a) above.
 - (c) Parties shall prohibit or shall not permit the export of hazardous wastes and other wastes if the State of import does not consent in writing to the specific import, in the case where that State of import has not prohibited the import of such wastes.
2. Each Party shall take the appropriate measures to:
 - (a) Ensure that the generation of hazardous wastes and other wastes within it is reduced to a minimum, taking into account social, technological and economic aspects;
 - (b) Ensure the availability of adequate disposal facilities, for the environmentally sound management of hazardous wastes and other wastes, that shall be located, to the extent possible, within it, whatever the place of their disposal;
 - (c) Ensure that persons involved in the management of hazardous wastes or other wastes within it take such steps as are necessary to prevent pollution due to hazardous wastes and other wastes arising from such management and, if such pollution occurs, to minimize the consequences thereof for human health and the environment;
 - (d) Ensure that the transboundary movement of hazardous wastes and other wastes is reduced to the minimum consistent with the environmentally sound and efficient management of such wastes, and is conducted in a manner which will protect human health and the environment against the adverse effects which may result from such movement;
 - (e) Not allow the export of hazardous wastes or other wastes to a State or group of States belonging to an economic and/or political integration organisation that are Parties, particularly developing countries, which have prohibited by their legislation all imports, or if it has reason to believe that the wastes in question will not be managed in an environmentally sound manner, according to criteria to be decided on by the Parties at their first meeting.
 - (f) Require that information about a proposed transboundary movement of hazardous wastes and other wastes be provided to the States concerned, according to Annex V A, to state clearly the effects of the proposed movement on human health and the environment;

- (g) Prevent the import of hazardous wastes and other wastes if it has reason to believe that the wastes in question will not be managed in an environmentally sound manner;
 - (h) Co-operate in activities with other Parties and interested organisations directly and through the Secretariat, including the dissemination of information on the transboundary movement of hazardous wastes and other wastes, in order to improve the environmentally sound management of such wastes and to achieve the prevention of illegal traffic.
3. The Parties consider that illegal traffic in hazardous wastes or other wastes is criminal.
 4. Each Party shall take appropriate legal, administrative and other measures to implement and enforce the provisions of this Convention, including measures to prevent and punish conduct in contravention of the Convention.
 5. A Party shall not permit hazardous wastes or other wastes to be exported to a non Party or to be imported from a non-Party.
 6. The Parties agree not to allow the export of hazardous wastes or other wastes for disposal within the area south of 60° South latitude, whether or not such wastes are subject to transboundary movement.
 7. Furthermore, each Party shall:
 - (a) Prohibit all persons under its national jurisdiction from transporting or disposing of hazardous wastes or other wastes unless such persons are authorized or allowed to perform such types of operations;
 - (b) Require that hazardous wastes and other wastes that are to be the subject of a transboundary movement be packaged, labelled, and transported in conformity with generally accepted and recognised international rules and standards in the field of packaging, labelling, and transport, and that due account is taken of relevant internationally recognised practices;
 - (c) Require that hazardous wastes and other wastes be accompanied by a movement document from the point at which a transboundary movement commences to the point of disposal.
 8. Each Party shall require that hazardous wastes or other wastes, to be exported, are managed in an environmentally sound manner in the State of import or elsewhere. Technical guidelines for the environmentally sound management of wastes subject to this Convention shall be decided by the Parties at their first meeting.
 9. Parties shall take the appropriate measures to ensure that the transboundary movement of hazardous wastes and other wastes only be allowed if:
 - (a) The State of export does not have the technical capacity and the necessary facilities, capacity or suitable disposal sites in order to dispose of the wastes in question in an environmentally sound and efficient manner; or

- (b) The wastes in question are required as a raw material for recycling or recovery industries in the State of import; or
 - (c) The transboundary movement in question is in accordance with other criteria to be decided by the Parties, provided those criteria do not differ from the objectives of this convention
10. The obligation under this Convention of States in which hazardous wastes and other wastes are generated to require that those wastes are managed in an environmentally sound manner may not under any circumstances be transferred to the States of import or transit.
 11. Nothing in this Convention shall prevent a Party from imposing additional requirements that are consistent with the provisions of this Convention, and are in accordance with the rules of international law, in order better to protect human health and the environment.
 12. Nothing in this Convention shall affect in any way the sovereignty of States over their territorial sea established in accordance with international law, and the sovereign rights and the jurisdiction which States have in their exclusive economic zones and their Continental shelves in accordance with international law, and the exercise by ships and aircraft of all States of navigational rights and freedoms as provided for in international law and as reflected in relevant international instruments.
 13. Parties shall undertake to review periodically the possibilities for the reduction of the amount and/or the pollution potential of hazardous wastes and other wastes which are exported to other States, in particular to developing countries.

Article 5

Designation of Competent Authorities and Focal Point

To facilitate the implementation of this Convention, the Parties shall:

1. Designate or establish one or more competent authorities and one focal point. One competent authority shall be designated to receive the notification in case of a State of transit.
2. Inform the Secretariat, within three months of the date of the entry into force of this Convention for them, which agencies they have designated as their focal point and their competent authorities.
3. Inform the Secretariat, within one month of the date of decision, of any changes regarding the designation made by them under paragraph 2 above.

Article 6

Transboundary Movement between Parties

1. The State of export shall notify, or shall require the generator or exporter to notify, in writing, through the channel of the competent authority of the State of export, the competent authority of the States concerned of any proposed transboundary movement of hazardous wastes or other wastes. Such notification shall contain the declarations and information specified in Annex V A, written in a language acceptable to the State of import. Only one notification needs to be sent to each State concerned.
2. The State of import shall respond to the notifier in writing, consenting to the movement with or without conditions, denying permission for the movement, or requesting additional information. A copy of the final response of the State of import shall be sent to the competent authorities of the States concerned which are Parties.
3. The State of export shall not allow the generator or exporter to commence the transboundary movement until it has received written confirmation that
 - (a) The notifier has received the written consent of the State of import; and
 - (b) The notifier has received from the State of import confirmation of the existence of a contract between the exporter and the disposer specifying environmentally sound management of the wastes in question.
4. Each State of transit which is a Party shall promptly acknowledge to the notifier receipt of the notification. It may subsequently respond to the notifier in writing, within 60 days, consenting to the movement with or without conditions, denying permission for the movement, or requesting additional information. The State of export shall not allow the transboundary movement to commence until it has received the written consent of the State of transit. However, if at any time a Party decides not to require prior written consent, either generally or under specific conditions, for transit transboundary movements of hazardous wastes or other wastes, or modifies its requirements in this respect, it shall forthwith inform the other Parties of its decision pursuant to Article 13. In this latter case, if no response is received by the State of export within 60 days of the receipt of a given notification by the State of transit, the State of export may allow the export to proceed through the State of transit.
5. In the case of a transboundary movement of wastes where the wastes are legally defined as or considered to be hazardous wastes only:
 - (a) By the State of export, the requirements of paragraph 9 of this Article that apply to the importer or disposer and the State of import shall apply mutatis mutandis to the exporter and State of export, respectively;
 - (b) By the State of import, or by the States of import and transit which are Parties, the requirements of paragraphs 1, 3, 4 and 6 of this Article that apply to the exporter and State of export shall apply mutatis mutandis to the importer or disposer and State of import, respectively; or

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- (c) By any State of transit which is a Party, the provisions of paragraph 4 shall apply to such State.
6. The State of export may, subject to the written consent of the States concerned, allow the generator or the exporter to use a general notification where hazardous wastes or other wastes having the same physical and chemical characteristics are shipped regularly to the same disposer via the same customs office of exit of the State of export via the same customs office of entry of the State of import, and, in the case of transit, via the same customs office of entry and exit of the State or States of transit.
 7. The States concerned may make their written consent to the use of the general notification referred to in paragraph 6 subject to the supply of certain information, such as the exact quantities or periodical lists of hazardous wastes or other wastes to be shipped.
 8. The general notification and written consent referred to in paragraphs 6 and 7 may cover multiple shipments of hazardous wastes or other wastes during a maximum period of 12 months.
 9. The Parties shall require that each person who takes charge of a transboundary movement of hazardous wastes or other wastes sign the movement document either upon delivery or receipt of the wastes in question. They shall also require that the disposer inform both the exporter and the competent authority of the State of export of receipt by the disposer of the wastes in question and, in due course, of the completion of disposal as specified in the notification. If no such information is received within the State of export, the competent authority of the State of export or the exporter shall so notify the State of import.
 10. The notification and response required by this Article shall be transmitted to the competent authority of the Parties concerned or to such governmental authority as may be appropriate in the case of non-Parties.
 11. Any transboundary movement of hazardous wastes or other wastes shall be covered by insurance, bond or other guarantee as may be required by the State of import or any State of transit which is a Party.

Article 7

Transboundary Movement from a Party through States which are not Parties

Paragraph 2 of Article 6 of the Convention shall apply *mutatis mutandis* to transboundary movement of hazardous wastes or other wastes from a Party through a State or States which are not Parties.

Article 8

Duty to Re-import

When a transboundary movement of hazardous wastes or other wastes to which the consent of the States concerned has been given, subject to the provisions of this Convention, cannot be completed in accordance with the terms of the contract, the State of export shall ensure that the wastes in question are taken back into the State of export, by the exporter, if alternative arrangements cannot be made for their disposal in an environmentally sound manner, within 90 days from the time that the importing State informed the State of export and the Secretariat, or such other period of time as the States concerned agree. To this end, the State of export and any Party of transit shall not oppose, hinder or prevent the return of those wastes to the State of export.

Article 9

Illegal Traffic

1. For the purpose of this Convention, any transboundary movement of hazardous wastes or other wastes:
 - (a) without notification pursuant to the provisions of this Convention to all States concerned; or
 - (b) without the consent pursuant to the provisions of this Convention of a State concerned; or
 - (c) with consent obtained from States concerned through falsification, misrepresentation or fraud; or
 - (d) that does not conform in a material way with the documents; or
 - (e) that results in deliberate disposal (e.g. dumping) of hazardous wastes or other wastes in contravention of this Convention and of general principles of international law, shall be deemed to be illegal traffic.
2. In case of a transboundary movement of hazardous wastes or other wastes deemed to be illegal traffic as the result of conduct on the part of the exporter or generator, the State of export shall ensure that the wastes in question are:
 - (a) taken back by the exporter or the generator or, if necessary, by itself into the State of export, or, if impracticable,
 - (b) are otherwise disposed of in accordance with the provisions of this Convention, within 30 days from the time the State of export has been informed about the illegal traffic or such other period of time as States concerned may agree. To this end the Parties concerned shall not oppose, hinder or prevent the return of those wastes to the State of export.

3. In the case of a transboundary movement of hazardous wastes or other wastes deemed to be illegal traffic as the result of conduct on the part of the importer or disposer, the State of import shall ensure that the wastes in question are disposed of in an environmentally sound manner by the importer or disposer or, if necessary, by itself within 30 days from the time the illegal traffic has come to the attention of the State of import or such other period of time as the States concerned may agree. To this end, the Parties concerned shall co-operate, as necessary, in the disposal of the wastes in an environmentally sound manner.
4. In cases where the responsibility for the illegal traffic cannot be assigned either to the exporter or generator or to the importer or disposer, the Parties concerned or other Parties, as appropriate, shall ensure, through co-operation, that the wastes in question are disposed of as soon as possible in an environmentally sound manner either in the State of export or the State of import or elsewhere as appropriate.
5. Each Party shall introduce appropriate national/domestic legislation to prevent and punish illegal traffic. The Parties shall co-operate with a view to achieving the objects of this Article.

Article. 10

International Co-operation

1. The Parties shall co-operate with each other in order to improve and achieve environmentally sound management of hazardous wastes and other wastes.
2. To this end, the Parties shall:
 - (a) Upon request, make available information, whether on a bilateral or multilateral basis, with a view to promoting the environmentally sound management of hazardous wastes and other wastes, including harmonization of technical standards and practices for the adequate management of hazardous wastes and other wastes;
 - (b) Co-operate in monitoring the effects of the management of hazardous wastes on human health and the environment;
 - (c) Co-operate, subject to their national laws, regulations and policies, in the development and implementation of new environmentally sound low-waste technologies and the improvement of existing technologies with a view to eliminating, as far as practicable, the generation of hazardous wastes and other wastes and achieving more effective and efficient methods of ensuring their management in an environmentally sound manner, including the study of the economic, social and environmental effects of the adoption of such new or improved technologies;
 - (d) Co-operate actively, subject to their national laws, regulations and policies, in the transfer of technology and management systems related to the environmentally sound management of hazardous wastes and other wastes. They shall also co-operate in developing the technical capacity among Parties, especially those which may need and request technical assistance in this field;

- (e) Co-operate in developing appropriate technical guidelines and/or codes of practice.
3. The Parties shall employ appropriate means to co-operate in order to assist developing countries in the implementation of subparagraphs a, b, c and d of paragraph 2 of Article 4.
 4. Taking into account the needs of developing countries, co-operation between Parties and the competent international organisations is encouraged to promote, *inter alia*, public awareness, the development of sound management of hazardous wastes and other wastes and the adoption of new low-waste technologies.

Article II

Bilateral Multilateral and Regional Agreements

1. Notwithstanding the provisions of Article 4 paragraph 5, Parties may enter into bilateral, multilateral, or regional agreements or arrangements regarding transboundary movement of hazardous wastes or other wastes with Parties or non-Parties provided that such agreements or arrangements do not derogate from the environmentally sound management of hazardous wastes and other wastes as required by this Convention. These agreements or arrangements shall stipulate provisions which are not less environmentally sound than those provided for by this Convention in particular taking into account the interests of developing countries.
2. Parties shall notify the Secretariat of any bilateral, multilateral or regional agreements or arrangements referred to in paragraph 1 and those which they have entered into prior to the entry into force of this Convention for them, for the purpose of controlling transboundary movements of hazardous wastes and other wastes which take place entirely among the Parties to such agreements. The provisions of this Convention shall not affect transboundary movements which take place pursuant to such agreements provided that such agreements are compatible with the environmentally sound management of hazardous wastes and other wastes as required by this Convention.

Article 12

Consultations on Liability

The Parties shall co-operate with a view to adopting, as soon as practicable, a protocol setting out appropriate rules and procedures in the field of liability and compensation for damage resulting from the transboundary movement and disposal of hazardous wastes and other wastes.

Article 13

Transmission of Information

1. The Parties shall, whenever it comes to their knowledge, ensure that, in the case of an accident occurring during the transboundary movement of hazardous wastes or other wastes or their disposal, which are likely to present risks to human health and the environment in other States, those states are immediately informed.

2. The Parties shall inform each other, through the Secretariat, of:
 - (a) Changes regarding the designation of competent authorities and/or focal points, pursuant to Article 5;
 - (b) Changes in their national definition of hazardous wastes, pursuant to and, as soon as possible,
 - (c) Decisions made by them not to consent totally or partially to the import of hazardous wastes or other wastes for disposal within the area under their national jurisdiction;
 - (d) Decisions taken by them to limit or ban the export of hazardous wastes or other wastes;
 - (e) Any other information required pursuant to paragraph 4 of this Article.
3. The Parties, consistent with national laws and regulations, shall transmit, through the Secretariat, to the Conference of the Parties established under Article 15, before the end of each calendar year, a report on the previous calendar year, containing the following information:
 - (a) Competent authorities and focal points that have been designated by them pursuant to Article 5;
 - (b) Information regarding transboundary movements of hazardous wastes or other wastes in which they have been involved, including:
 - (i) The amount of hazardous wastes and other wastes exported, their category, characteristics, destination, any transit country and disposal method as stated on the response to notification;
 - (ii) The amount of hazardous wastes and other wastes imported, their category, characteristics, origin, and disposal methods;
 - (iii) Disposals which did not proceed as intended;
 - (iv) Efforts to achieve a reduction of the amount of hazardous wastes or other wastes subject to transboundary movement;
 - (c) Information on the measures adopted by them in implementation of this Convention;
 - (d) Information on available qualified statistics which have been compiled by them on the effects on human health and the environment of the generation, transportation and disposal of hazardous wastes or other wastes;
 - (e) Information concerning bilateral, multilateral and regional agreements and arrangements entered into pursuant to Article 11 of this Convention;
 - (f) Information on accidents occurring during the transboundary movement and disposal of hazardous wastes and other wastes and on the measures undertaken to deal with them;

- (g) Information on disposal options operated within the area of their national jurisdiction;
 - (h) Information on measures undertaken for development of technologies for the reduction and/or elimination of production of hazardous wastes and other wastes; and
 - (i) Such other matters as the Conference of the Parties shall deem relevant.
4. The Parties, consistent with national laws and regulations, shall ensure that copies of each notification concerning any given transboundary movement of hazardous wastes or other wastes, and the response to it, are sent to the Secretariat when a Party considers that its environment may be affected by that transboundary movement has requested that this should be done.

Article 14

Financial Aspects

1. The Parties agree that, according to the specific needs of different regions and subregions, regional or sub-regional centres for training and technology transfers regarding the management of hazardous wastes and other wastes and the minimization of their generation should be established. The Parties shall decide on the establishment of appropriate funding mechanisms of a voluntary nature.
2. The Parties shall consider the establishment of a revolving fund to assist on an interim basis in case of emergency situations to minimize damage from accidents arising from transboundary movements of hazardous wastes and other wastes or during the disposal of those wastes.

Article 15

Conference of the Parties

1. A Conference of the Parties is hereby established. The first meeting of the Conference of the Parties shall be convened by the Executive Director of UNEP not later than one year after the entry into force of this Convention. Thereafter, ordinary meetings of the Conference of the Parties shall be held at regular intervals to be determined by the Conference at its first meeting.
2. Extraordinary meetings of the Conference of the Parties shall be held at such other times as may be deemed necessary by the Conference, or at the written request of any Party, provided that, within six months of the request being communicated to them by the Secretariat, it is supported by at least one third of the Parties.
3. The Conference of the Parties shall by consensus agree upon and adopt rules of procedure for itself and for any subsidiary body it may establish, as well as financial rules to determine in particular the financial participation of the Parties under this Convention.
4. The Parties at their first meeting shall consider any additional measures needed to assist them in fulfilling their responsibilities with respect to the protection and the preservation of the marine environment in the context of this Convention.

5. The Conference of the Parties shall keep under continuous review and evaluation the effective implementation of this Convention, and, in addition, shall:
 - (a) Promote the harmonization of appropriate policies, strategies and measures for minimising harm to human health and the environment by hazardous wastes and other wastes;
 - (b) Consider and adopt, as required, amendments to this Convention and its annexes, taking into consideration, *inter alia*, available scientific, technical, economic and environmental information;
 - (c) Consider and undertake any additional action that may be required for the achievement of the purposes of this Convention in the light of experience gained in its operation and in the operation of the agreements and arrangements envisaged in Article 11;
 - (d) Consider and adopt protocols as required; and
 - (e) Establish such subsidiary bodies as are deemed necessary for the implementation of this Convention.
6. The United Nations, its specialized agencies, as well as any State not Party to this Convention, may be represented as observers at meetings of the Conference of the Parties. Any other body or agency, whether national or international, governmental or nongovernmental, qualified in fields relating to hazardous wastes or other wastes which has informed the Secretariat of its wish to be represented as an observer at a meeting of the Conference of Parties, may be admitted unless at least one third of the Parties present object. The admission and participation of observers shall be subject to the rules of procedure adopted by the Conference of the Parties.
7. The Conference of the Parties shall undertake three years after the entry into force of this Convention, and at least every six years thereafter, an evaluation of its effectiveness and, if deemed necessary, to consider the adoption of a complete or partial ban of transboundary movements of hazardous wastes and other wastes in light of the latest scientific, environmental, technical and economic information.

Article 16

Secretariat

1. The functions of the Secretariat shall be:
 - (a) To arrange for and service meetings provided for in Articles 15 and 17;
 - (b) To prepare and transmit reports based upon information received in accordance with Articles 3, 4, 6, 11 and 13 as well as upon information derived from meetings of subsidiary bodies established under Article 15 as well as upon, as appropriate, information provided by relevant intergovernmental and non governmental entities;
 - (c) To prepare reports on its activities carried out in implementation of its functions under this Convention and present them to the Conference of the Parties;

- (d) To ensure the necessary coordination with relevant international bodies, and in particular to enter into such administrative and contractual arrangements as may be required for the effective discharge of its function;
- (e) To communicate with Focal Points and Competent Authorities established by the Parties in accordance with Article 5 of this Convention;
- (f) To compile information concerning authorized national sites and facilities of Parties available for the disposal of their hazardous wastes and other wastes and to circulate this information among Parties;
- (g) To receive and convey information from and to Parties on:
 - sources of technical assistance and training;
 - available technical and scientific know-how;
 - sources of advice and expertise; and
 - availability of resources

with a view to assisting them, upon request, in such areas as:

- the handling of the notification system of this Convention;
 - the management of hazardous wastes and other wastes;
 - environmentally sound technologies relating to
 - hazardous wastes and other wastes, such as low- and non-waste technology;
 - the assessment of disposal capabilities and sites;
 - the monitoring of hazardous wastes and other wastes; and
 - emergency responses;
- (h) To provide Parties, upon request, with information on consultants or consulting firms having the necessary technical competence in the field, which can assist them to examine a notification for a transboundary movement, the concurrence of a shipment of hazardous wastes or other wastes with the relevant notification, and/or the fact that the proposed disposal facilities for hazardous wastes or other wastes are environmentally sound, when they have reason to believe that the wastes in question will not be managed in an environmentally sound manner. Any such examination would not be at the expense of the Secretariat;
 - (i) To assist Parties upon request in their identification of cases of illegal traffic and to circulate immediately to the Parties concerned any information it has received regarding illegal traffic;
 - (j) To co-operate with Parties and with relevant and competent international organisations and agencies in the provision of experts and equipment for the purpose of rapid assistance to States in the event of an emergency situation; and (k) To perform such other functions relevant to the purposes of this Convention as may be determined by the Conference of the Parties.

2. The Secretariat functions will be carried out on an interim basis by UNEP until the completion of the first meeting of the Conference of the Parties held pursuant to Article 15.

3. At its first meeting, the Conference of the Parties shall designate the Secretariat from among those existing competent intergovernmental organisations which have signified their willingness to carry out the Secretariat functions under this Convention. At this meeting, the Conference of the Parties shall also evaluate the implementation by the interim Secretariat of the functions assigned to it, in particular under paragraph 1 above, and decide upon the structures appropriate for those function.

Article 17

Amendment of the Convention

1. Any Party may propose amendments to this Convention and any Party to a protocol may propose amendments to that protocol. Such amendments shall take due account, *inter alia*, of relevant scientific and technical considerations.
2. Amendments to this Convention shall be adopted at a meeting of the Conference of the Parties. Amendments to any protocol shall be adopted at a meeting of the Parties to the protocol in question. The text of any proposed amendment to this Convention or to any protocol, except as may otherwise be provided in such protocol, shall be communicated to the Parties by the Secretariat at least six months before the meeting at which it is proposed for adoption. The Secretariat shall also communicate proposed amendments to the Signatories to this Convention for information.
3. The Parties shall make every effort to reach agreement on any proposed amendment to this Convention by consensus. If all efforts at consensus have been exhausted, and no agreement reached, the amendment shall as a last resort be adopted by a three-fourths majority of the Parties present and voting at the meeting, and shall be submitted by the Depositary to all Parties for ratification, approval, formal confirmation or acceptance.
4. The procedure mentioned in paragraph 3 above shall apply to amendments to any protocol, except that a two-thirds majority of the Parties to that protocol present and voting at the meeting shall suffice for their adoption.
5. Instruments of ratification, approval, formal confirmation or acceptance of amendments shall be deposited with the Depositary. Amendments adopted in accordance with paragraphs 3 or 4 above shall enter into force between Parties having accepted them on the ninetieth day after the receipt by the Depositary of their instrument of ratification, approval, formal confirmation or acceptance by at least three-fourths of the Parties who accepted them or by at least two thirds of the Parties to the protocol concerned who accepted them, except as may otherwise be provided in such protocol. The amendments shall enter into force for any other Party on the ninetieth day after that Party deposits its instrument of ratification, approval, formal confirmation or acceptance of the amendments.
6. For the purpose of this Article, "Parties present and voting" means Parties present and casting an affirmative or negative vote.

Article 18

Adoption and Amendment of Annexes

1. The annexes to this Convention or to any protocol shall form an integral part of this Convention or of such protocol, as the case may be and, unless expressly provided otherwise a reference to this Convention or its protocols constitutes at the same time a reference to any annexes thereto. Such annexes shall be restricted to scientific, technical and administrative matters.
2. Except as may be otherwise provided in any protocol with respect to its annexes, the following procedure shall apply to the proposal, adoption and entry into force of additional annexes to this Convention or of annexes to a protocol:
 - (a) Annexes to this Convention and its protocols shall be proposed and adopted according to the procedure laid down in Article 17, paragraphs 2, 3 and 4;
 - (b) Any Party that is unable to accept an additional annex to this Convention or an annex to any protocol to which it is party shall so notify the Depositary, in writing, within six months from the date of the communication of the adoption by the Depositary. The Depositary shall without delay notify all Parties of any such notification received. A Party may at any time substitute an acceptance for a previous declaration of objection and the annexes shall thereupon enter into force for that Party;
 - (c) On the expiry of six months from the date of the circulation of the communication by the Depositary, the annex shall become effective for all Parties to this Convention or to any protocol concerned, which have not submitted a notification in accordance with the provision of subparagraph (b) above.
3. The proposal, adoption and entry into force of amendments to annexes to this Convention or to any protocol shall be subject to the same procedure as for the proposal, adoption and entry into force of annexes to the Convention or annexes to a protocol. Annexes and amendments thereto shall take due account, *inter alia*, of relevant scientific and technical considerations.
4. If an additional annex or an amendment to an annex involves an amendment to this convention or to any protocol, the additional annex or amended annex shall not enter into force until such time the amendment to this Convention or to the protocol enters into force.

Article 19

Verification

Any Party which has reason to believe that another Party is acting or has acted in breach of its obligations under this Convention may inform the Secretariat thereof. and in such an event, shall simultaneously and immediately inform, directly or through the Secretariat, the Party against whom the allegations are made. All relevant information should be submitted by the Secretariat to the Parties.

Article 20

Settlement of Disputes

1. In case of a dispute between Parties as to the interpretation or application of, or compliance with, this Convention or any protocol thereto, they shall seek a settlement of the dispute through negotiation or any other peaceful means of their own choice.
2. If the Parties concerned cannot settle their dispute through the means mentioned in the preceding paragraph, the dispute, if the Parties to the dispute agree, shall be submitted to the international Court of Justice or to arbitration under the conditions set out in Annex VI on Arbitration. However, failure to reach common agreement on submission of the dispute to the International Court of Justice or to arbitration shall not absolve the Parties from the responsibility of continuing to seek to resolve it by the means referred to in paragraph 1.
3. When ratifying, accepting, approving, formally confirming or acceding to this Convention, or at any time thereafter, a State or political and/or economic integration organisation may declare that it recognises as compulsory *ipso facto* and without special agreement, in relation to any Party accepting the same obligation:
 - (a) submission of the dispute to the International Court of Justice; and/or
 - (b) arbitration in accordance with the procedures set out in Annex VI.

Such declaration shall be notified in writing to the Secretariat which shall communicate it to the Parties.

Article 21

Signature

This Convention shall be open for signature by States, by Namibia, represented by the United Nations Council for Namibia, and by political and/or economic integration organisations, in Basel on 22 March 1989, at the Federal Department of Foreign Affairs of Switzerland in Berne from 23 March 1989 to 30 June 1989 and at United Nations Headquarters in New York from 1 July 1989 to 22 March 1990.

Article 22

Ratification. Acceptance. Formal Confirmation or Approval

1. This Convention shall be subject to ratification, acceptance or approval by States and by Namibia, represented by the United Nations Council for Namibia, and to formal confirmation or approval by political and/or economic integration organisations. Instruments of ratification, acceptance, formal confirmation, or approval shall be deposited with the Depository.

2. Any organisation referred to in paragraph 1 above which becomes a Party to this Convention without any of its member States being a Party shall be bound by all the obligations under the Convention. In the case of such organisations, one or more of whose member States is a Party to the Convention, the organisation and its member States shall decide on their respective responsibilities for the performance of their obligations under the Convention. In such cases, the organisation and the member States shall not be entitled to exercise rights under the Convention concurrently.
3. In their instruments of formal confirmation or approval, the organisations referred to in paragraph 1 above shall declare the extent of their competence with respect to the matters governed by the Convention. These organisations shall also inform the Depositary, who will inform the Parties of any substantial modification in the extent of their competence.

Article 23

Accession

1. This Convention shall be open for accession by States, by Namibia, represented by the United Nations Council for Namibia, and by political and/or economic integration organisations from the day after the date on which the Convention is closed for signature. The instruments of accession shall be deposited with the Depositary.
2. In their instruments of accession, the organisations referred to in paragraph 1 above shall declare the extent of their competence with respect to the matters governed by the Convention. These organisations shall also inform the Depositary of any substantial modification in the extent of their competence.
3. The provisions of Article 22, paragraph 2, shall apply to political and/or economic integration organisations which accede to this Convention.

Article 24

Right to Vote

1. Except as provided for in paragraph 2 below, each Contracting Party to this Convention shall have one vote.
2. Political and/or economic integration organisations, in matters within their competence, in accordance with Article 22, paragraph 3, and Article 23, paragraph 2, shall exercise their right to vote with a number of votes equal to the number of their member States which are Parties to the Convention or the relevant protocol. Such organisations shall not exercise their right to Vote if their member States exercise theirs, and vice versa.

Entry into Force

Article 25

1. This Convention shall enter into force on the ninetieth day after the day of deposit of the twentieth instrument of ratification, acceptance, formal confirmation, approval or accession.

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2. For each State or political and/or economic integration organisation which ratifies, accepts, approves or formally confirms this Convention or accedes thereto after the date of the deposit of the twentieth instrument of ratification, acceptance, approval, formal confirmation or accession, it shall enter into force on the ninetieth day after the date of deposit by such State or political and/or economic integration organisation of its instrument of ratification, acceptance, approval, formal confirmation or accession.
3. For the purpose of paragraphs 1 and 2 above any instrument deposited by a political and/or integration organisation shall not be counted as additional to those deposited by member States of such organisation.

Article 26

Reservations and Declarations

1. No reservation or exception may be made to this Convention.
2. Paragraph 1 of this Article does not preclude a State or political and/or economic integration organisation, when signing, ratifying, accepting, approving, formally confirming or acceding to this Convention, from making declarations or statements, however phrased or named, with a view, *inter alia*, to the harmonization of its laws and regulations with the provisions of this Convention, provided that such declarations or statements do not purport to exclude or to modify the legal effects of the provisions of the Convention in their application to that State.

Article 27

Withdrawal

1. At any time after three years from the date on which this Convention has entered into force for a Party, that Party may withdraw from the Convention by giving written notification to the Depositary.
2. Withdrawal shall be effective one year from receipt of notification by the Depositary, or on such later date as may be specified in the notification.

Article 28

Depositary

The Secretary-General of the United Nations shall be the Depositary of this Convention and of any protocol thereto.

Article 29

Authentic texts

The original Arabic, Chinese, English, French, Russian and Spanish texts of this Convention are equally authentic.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have signed this Convention.

DONE at on the.....day of 1989.

Statutory Instrument No. 29 of 1998

LOCAL GOVERNMENT (DISTRICT COUNCILS) ACT
(Cap. 40:01)
(Published on 30th April, 1998)

**LOCAL COUNCILS (CONDUCT OF ELECTIONS) (REPEAL)
REGULATIONS, 1998.**

ARRANGEMENT OF SECTIONS

SECTION

1. Citation
2. Revocation of the Local Councils (Conduct of Elections) Regulations (Cap. 40:01) (Sub. Leg)

IN EXERCISE of the powers conferred on the Minister of Local Government Lands and Housing by section 54 of the Local Government (District Councils) Act, the following Regulations are hereby made —

1. These Regulations may be cited as the Local Councils (Conduct of Elections) (Repeal) Regulations, 1998.
2. The Local Councils (Conduct of Elections) Regulations are hereby revoked.

Citation

Revocation of
Local Councils
(Conduct of
Elections)
Regulations
(Cap. 40:01)
(Sub. leg)

MADE this 22nd day of April, 1998.

D.K. KWELAGOBÉ,
*Minister of Local Government
Lands and Housing.*

Statutory Instrument No. 30 of 1998

CONTROL OF GOODS, PRICES AND OTHER CHARGES ACT
(Cap. 43:07)

**CONTROL OF GOODS (IMPORT AND EXPORT OF AGRICULTURAL
PRODUCTS)(AMENDMENT) REGULATIONS, 1998**
(Published on 30th April, 1998)

ARRANGEMENT OF REGULATIONS

REGULATION

1. Citation
2. Amendment of First Schedule Cap. 43:07 (Sub. Leg)
3. Amendment of Second Schedule to Cap. 43:03 (Sub. Leg)

IN EXERCISE of the powers conferred on the Minister of Commerce and Industry by section 3 of the Control of Goods, Prices and other Charges Act, the following Regulations are hereby made —

Citation

1. These Regulations may be cited as the Control of Goods (Import and Export of Agricultural Products)(Amendment) Regulations, 1998.

**Amendment
of First
Schedule to
Cap. 43:03
(Sub. Leg)**

2. The First Schedule to the Control of Goods (Import and Export of Agricultural Products) Regulations is hereby amended by inserting therein the following agricultural products in their correct alphabetical order —

“beetroot
butternuts
carrots
green pepper
pumpkin
sweet potatoes
water melon”.

**Amendment
of Second
Schedule to
Cap. 43:03
(Sub. Leg)**

3. The Second Schedule to the Regulations is hereby amended by the addition therein of the products specified in the first column and the corresponding quantities specified in the second column as follows —

<i>Products</i>	<i>Quantity</i>
“beetroot	10 kg per person
butternuts	10 kg per person
carrots	10 kg per person
green pepper	10 kg per person
pumpkin	10 kg per person
sweet potatoes	10 kg per person
water melon	10 kg per person”.

MADE this 17th day of April, 1998.

K.G. KGOROBA,
Minister of Commerce and Industry.