

# SUPPLIER UNDERTAKING AGREEMENT

**BOTSWANA MEAT COMMISSION** is a body corporate established in terms of Section 3 (1) of the Botswana Meat Commission Act [CAP 74:04] of the Laws of the Republic of Botswana, with the mandate, inter alia, to improve the interest of the livestock producing industry in Botswana.

In pursuance of its mandate, and for commercial and sustainability purposes, the BMC has a legal obligation, under section 4 (1) of the **Botswana Meat Commission Act** to purchase all cattle offered to it for sale, subject to such prevailing terms as BMC shall deem necessary.

BMC confirms readiness to purchase cattle, subject to them conforming to a prevailing set of conditions and criteria for cattle purchase. The criteria, forms a condition precedent to fulfilment and continued guarantee to purchase availed livestock.

This agreement serves to confirm, and be attested to by potential suppliers, against a commitment by BMC to purchase all livestock being availed for sale.

## 1. Conditions of supply to BMC:

- a. **Step 1: Animal Identification**: All livestock (small stock and cattle) must be identified in the manner prescribed by the BAITS Regulations of 2018. All livestock MUST be identified before the age of six (6) months, using combo ear tags.
  - i. Cattle: branding of cattle is compulsory; all cattle must be branded with owners' brand and zonal brand. All cattle born in the holding MUST be branded before age of 6 months, cattle bought into the holding must be branded with new owner's brand. Imported cattle must be branded NOEU.
- b. **Step 2. Registration of livestock on BAITS**; All livestock must be registered on the BAITS system 14 days after tagging. Farmers must collect Animal Detail Return Forms issued at LAC's at time of ear tag purchase.
- c. Step 3. Livestock Traceability: All livestock must move when accompanied by valid movement permit. The movement permit must be issued from holding of origin to destination holding. Arrival of all moved livestock must be reported on the BAITS system.

- d. **Step 4. Vaccinations and treatments**: records of all treatments and vaccinations must be kept, by utilizing the veterinary medicine treatment form acquired from the Department of Veterinary Services.
  - i. Banned Substances: it is responsibility of the farmer to ensure that prohibited substances are not introduced to their livestock; no feeds containing protein of animal origin, no growth promoters, or any other illegal products.
- e. **Step 5. Animal Welfare**; it is the responsibility of the farmer to ensure that principals of animal welfare are met. Freedom from hunger and thirst, freedom from discomfort, freedom from pain, injury or disease, freedom to express natural behavior and freedom from fear and distress.
- f. Step 6. Record keeping: these records must be kept at the holding:
  - Veterinary Medicine Treatment Records
  - 2. Animal Movement Permits (into and out of holding)
  - 3. Proof of Animal Registration (Animal Detail Return Form)
  - 4. Proof of Animal Removal (slaughter, deaths, and sales)
  - 5. Imported animal register (i.e NOEU Animals)
- g. Step 7. Registration for Market Compliance: farmers who have ensured steps 1-5 above can apply for Market Compliance Certificate at their nearest Veterinary office. The following documents are required:
  - Proof of land use and ownership
  - Geo location coordinates of holding.
- h. **Step 8. Approval for Market Compliance:** extension officer after assessment of holding for activities 1- 6 will issue a market compliant certificate. The certificate indicates qualification of the holding for market access, owner/keeper responsible for holding. Holding market compliance is valid for six (6) months.

The above are the conditions that suppliers undertake and commit, by signing this document, that they would be bound by, adhere to and guarantee compliance in the supply of cattle to BMC.

Over and above the assurance and undertaking, as prescribed by the Botswana Meat Commission Act, that of purchasing all cattle submitted or offered to it for sale, provided the above criteria and conditions have been met, BMC further undertakes:

## 2. Preferential Prices: EU

The supplier will be eligible for EU carcass prices as applicable from time to time.

## 3. To grant a Measles Detention Waiver

The present measles detection: detained carcasses will attract a nominal charge of/ token administration fee of P1.00 per kilogram from the base price of each category.

#### 4. Letter of Intent

BMC will support any financial applications, or request for banking facilities by producers, by issuing letters of intent to absorb uptake from producers. The letters of intent will not in any way be an irrevocable commitment and undertaking binding on BMC.

#### 5. Deeds of Cession

BMC will consider, with a view of supporting, any request for Deeds of Cession in respect of any producer with third parties for any financial supporting or banking facilities obtained in pursuance of throughput supply to BMC.

## 6. Quota Booking

Participants and potential beneficiaries of the program will provide BMC with supply forecasts, to enable planning and logistical requirements on both parties, through quota booking through the nearest BMC Office.

### 7. Payment Guarantee Time

a. BMC guarantees payment for cattle within 14 - 60 days or less after slaughter date.

## 8. Liability

- a. Failure to comply will result in delayed processing of acceptance of throughput, delayed disbursement of payments, penalties for breach including liability for financial losses in the event of consignment downgrades. BMC will not be held liable in such instances.
- b. BMC will not be held liable for any losses due to circumstances beyond reasonable control and anticipation of its processes such as electricity and water supply disruptions.
- c. Neither Party shall be responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed from performing those obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (force majeure).

# BY SIGNATURE HERETO THE SUPPLIED NOTES THE ABOVE, AND DEEMS HIMSELF BOUND BY THESE CONDITIONS

Signed at	on this	day of	2025.	
WITNESSES		For and on belt (Farm/Company/		
1				
2				
		Signatory:		
		Capacity:		
		Who warrants his	authority hereto	
Signed at	on behalf of	the BMC on this	day of	2025.
	Botswana Meat Commission			
		Signatory: <b>Kenneth Makubate</b>		
		Capacity: for/on behalf CEO		
	Who warrants his authority hereto.			