

# Government of Zimbabwe



Powertel Communications (Pvt) Ltd

Head Office: No. 16 Birmingham Road, Southerton, P.O. Box 7600, Harare

Tel: 0242-753147-8 Fax: +263 242 759 613

Contact Centre: +263 714 000 026 Email: [info@powertel.co.zw](mailto:info@powertel.co.zw)

---

## **Standard Bidding Document**

### **for the**

### **Procurement of Office Furniture**

### **using Framework Agreements**

### **and subsequent Call-Off Contracts**

May 2023



## Table of Contents

INTRODUCTION .....	4
SECTION 1 – BIDDING PROCEDURES .....	5
1.1. Scope of Bid .....	5
1.2. Definitions .....	5
1.3. Corrupt practices .....	7
1.4. Eligible Bidders .....	7
1.5. Clarification of Bidding Document .....	9
1.6. Amendment of Bidding Document .....	9
1.7. Preparation of bids .....	12
1.8. Submission and opening of bids .....	12
1.9. Withdrawal, amendment, or modification of Bids .....	13
1.10. Clarification of bids .....	13
1.11. Basis of Pricing and Payment .....	13
1.12. Evaluation of bids .....	13
1.13. Technical Evaluation Criteria .....	14
1.14. Financial Evaluation Criteria .....	14
1.15. Review by the Special Procurement Oversight Committee .....	14
1.16. Bid Security .....	14
1.17. Currency .....	14
1.18. Right to Reject .....	14
1.19. Award of Framework Agreement .....	14
1.20. Award of Call-off Contract .....	15
SECTION 2 – BID DATA SHEET .....	17
SECTION 3 – BIDDING FORMS .....	20
SECTION 4 – STATEMENT OF REQUIREMENTS .....	33
SECTION 5 – LEAD PROCURING ENTITY / RESPONSIBLE CONTRACTING ENTITY FORMS [IN MULTIPLE USERS FA] .....	33
SECTION 6 – PROCURING ENTITY FORMS [IN SINGLE USER FA] .....	36



<b>SECTION 7 – FRAMEWORK AGREEMENT .....</b>	<b>37</b>
7.1 Framework agreement template .....	37
Section A: Framework Agreement General Provisions .....	40
Section B: Framework Agreement Specific Provisions .....	47
7.2 Schedule 1: Schedule of Requirements .....	51
7.3 Schedule 2: Key personnel .....	52
7.4 Schedule 3: Price .....	53
7.5 Schedule 4: Secondary Procurement .....	54
7.6 Schedule 5: Call-off Contract: General Conditions of Contract (GCC) .....	57
7.7 Schedule 6: Secondary Procurement Forms .....	70
7.8 Schedule 7: List of Purchasers (if applicable) .....	82



## INTRODUCTION

This Standard Bidding Document (SBD) has been prepared with a view to forming Framework Agreements (FA) for the procurement of Office Furniture by one Procuring Entity (PE) with one or more service providers *registered with the Procurement Regulatory Authority of Zimbabwe* with or without second-stage competition.

All stages of the procurement up to the award of the framework agreement, the contracts to be concluded under it (*call-offs*) and the performance of both shall be governed by Public Procurement and Disposal of Public Assets Act [Chapter 22:23] (No. 5/2017), hereinafter referred to as the "Act" or "PPDPA Act", and the Public Procurement and Disposal of Public Assets (General) Regulations, 2018 (Statutory Instrument 5 of 2018 as amended) hereinafter referred to as the "Regulations", as well as other applicable legislation of Zimbabwe.

The framework agreement will be formed through competitive or restrictive bidding organized for this purpose, according to section 30(3) (a) of the PPDPA Act. All contracts based on the framework agreement shall be awarded in accordance with the procedures set forth in framework agreement, in accordance with section 30(3) (b) of the PPDPA Act.

Standard Bidding Document for the Procurement of	Office Furniture
Procurement Reference No.	PWT/FA/01/2023
Date of Issue	12/05/2023
Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity	Powertel Communications Number 16 Birmingham Road Southerton, Harare 780635-9 <a href="mailto:mbhunu@powertel.co.zw">mbhunu@powertel.co.zw</a> <a href="http://www.powertel.co.zw">http://www.powertel.co.zw</a>
Procuring Entity(ies) entitled to award <i>Call-Off Contracts</i> under the FA	Powertel Communications Number 16 Birmingham Road Southerton, Harare.



## SECTION 1 – BIDDING PROCEDURES

The rules contained in this Section govern the procedures for the formation of an open Framework Agreement (FA) for the acquisition of Office Furniture to be provided to Powertel Communications.

### References:

References to the Act are to the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] and references to the Regulations are to the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018 as amended). The terms and requirements in the Act and Regulations govern the submission of Bids and should be read by all Bidders.

### 1.1. Scope of Bid

The Lead Procuring Entity / Responsible Contracting Entity / Procuring Entity issues this Bidding Document (BD) as part of the Primary Procurement process for the acquisition of Office furniture through an Open Framework Agreement (FA) to be concluded with the successful Bidder(s), as defined in Sections 5 and 6 (*Lead Procuring Entity / Responsible Contracting Entity Forms / Procuring Entity Forms*). The name and identification of this Bidding Document (BD) are further specified in Section 2 – Bid Data Sheet (BDS).

### 1.2. Definitions

Throughout this Bidding Document (BD):

- a) “*In writing*” means communicated in written form (e.g. by mail, e-mail, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Lead Procuring Entity / Procuring Entity) with proof of receipt;
- b) “*Day*” means calendar day; OR (from the Act) “*day*” means a day of the week other than a Saturday, Sunday or public holiday;
- c) “*Call-off Contract*” means a contract awarded, under a Framework Agreement, with or without a Secondary Procurement process, for the provision of *Services*;
- d) “*Framework Agreement (FA)*” means an agreement between a Lead Procuring Entity / Responsible Contracting Entity [*in multiple users FA*] / Procuring Entity [*in single user FA*] and a Bidder (or Bidders consisting of two or more competing Service Providers of the procurement requirement) to establish the terms and conditions governing procurement contracts (*call-offs*) to be awarded during a period, in particular with regard to price;
- e) “*Closed Framework Agreement*” means a Framework Agreement where the Lead Procuring Entity / Responsible Contracting Entity [*in multiple users FA*] / Procuring



- Entity [in single user FA] cannot or a new firm(s) cannot conclude Framework Agreement(s) during the Term of the Framework Agreement;
- f) "Open Framework Agreement" means a Framework Agreement where the Lead Procuring Entity / Responsible Contracting Entity [in multiple users FA] / Procuring Entity [in single user FA] can or an interested new firm(s) can conclude Framework Agreement(s) during the Term of the Framework Agreement;
- g) "Services" means all Services that the Service Provider, as defined hereinafter, is required to provide to a Purchaser, as defined hereinafter, under a Call-off Contract placed under a Framework Agreement. Details of such Services are set out in Section 4 – Statement of Requirements, of this BD, in the Framework Agreement and particularly described in the Call-off Contract;
- h) "Lead procuring entity" means a Procuring Entity that conducts the procurement on behalf of other procuring entities under an arrangement referred to in section 19 of the Act. The Lead procuring entity may act as Purchaser or as mere Responsible Contracting Entity, as defined hereinafter and in the Framework Agreement;
- i) "Multi-Purchaser or Multi-User Framework Agreement" means a Framework Agreement where there is more than one Purchaser, as defined hereinafter, permitted to purchase through a Call-off Contract;
- j) "Multi-Service Provider Framework Agreement" means a Framework Agreement where more than one Bidder (Service Provider) concludes a Framework Agreement for the provision of each service/Lot;
- k) "Primary Procurement" means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this BD;
- l) "Procuring Entity" means the entity, as defined in section 2(1) of the Act, that undertakes the Primary Procurement process and concludes the Framework Agreement(s). The same term is also used to refer to the Purchaser under the Call-Off Contracts that result from the FA;
- m) "Purchaser", as specified in this BD, means the procuring entity(ies) that is/are permitted to purchase Services from a Service Provider under a Call-off Contract awarded through a Framework Agreement;
- n) "Responsible Contracting Entity" when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Service Providers, and, as the entity responsible for managing and administering the Framework Agreement, on behalf of the Purchaser or Purchasers once it has been concluded. A Responsible Contracting Entity is not a Purchaser under the Framework Agreement;
- o) "Secondary Procurement" means the process described in the Framework Agreement and followed by a Purchaser to select a FA Service Provider, and award a Call-off Contract for the provision of Services;
- p) "Single-Purchaser/Single User Framework Agreement" means a Framework Agreement where there is only one Purchaser;
- q) "Single-Service Provider Framework Agreement" means a Framework Agreement where only one Bidder (Service Provider) concludes a Framework Agreement for the provision of each service/Lot;
- r) "Service Provider" means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a



*Call-off Contract*, to deliver the Services as and when required. A Service Provider may also be referred to as a "FA Service Provider";

- s) "Term" means the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted under the Act and Regulations and if agreed among the Parties to the Framework Agreement.

### 1.3. Corrupt practices

- 1.3.1. The Government of Zimbabwe requires that Procuring Entities, as well as Bidders and Contractors, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy:

- a) the Procuring Entity will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract or been declared ineligible to be awarded a procurement contract under section 99 of the Act;
- b) the Authority may under section 72 (6) of the Act impose the sanctions under section 74 (1) of the Regulations; and
- c) any conflict of interest on the part of the Bidder must be declared.

- 1.3.2. The Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity, as applicable, shall have the right to incorporate into the Bidding Documents and the Contracts a provision that obligates the Bidders and/or their agents (whether declared or not), subcontractors, service providers, and their personnel, to permit the Procuring Entities to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the relevant Procuring Entity.

### 1.4. Eligible Bidders

In accordance with section 28 of the Act, to be eligible to participate in public procurement and to be qualified for the proposed contract, Bidders are required to meet the criteria described below. They must provide any available documentation and certify their eligibility in the Bidding Forms *as per* Section 3 of this BD.

- 1.4.1. To be eligible, Bidders must:

- a) have the legal capacity to enter into the procurement contract;
- b) not be insolvent, in receivership, bankrupt or being wound up, not have had business activities suspended and not be the subject of legal proceedings for any of these circumstances;



- c) have fulfilled their obligations to pay taxes, duties and rates and social security contributions for which they are liable in Zimbabwe, together with any contributions or payments due under the National Social Security Authority Act [Chapter 17:04];
- d) not have, neither they nor any of their officers, in the five years immediately preceding the initiation of the procurement proceedings:
  - (i) been convicted in any country of an offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications; or
  - (ii) been censured or subjected to any penalty in any country following disciplinary proceedings arising out of any conduct involving the making of false statements or misrepresentations;
- e) not have a conflict of interest in relation to this procurement requirement;
- f) not be debarred from participation in public procurement under section 72 (6) of the Act and section 74(1) (c), (d) or (e) of the Regulations or declared ineligible under section 99 of the Act;
- g) have been registered with the Authority as a Service Provider and have paid the applicable Service Provider Registration Fee set out in Part III of the Fifth Schedule to the Regulations;
- h) Bidders must prove their continued eligibility throughout the phases of primary and secondary procurement in accordance with the requirements of the Procuring Entity(ies).

1.4.2. Participation in this bidding procedure is restricted to *Zimbabwean bidders*.

1.4.3. A Bidder may be a firm that is a private entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the Bidding process and, in the event the JV is awarded a Call-off Contract under the Framework Agreement, during contract execution. Unless specified in the BD, there is no limit on the number of members in a JV.

1.4.4. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) receives or has received any direct or indirect subsidy from another Bidder; or has the same legal representative as another Bidder; or



- c) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this Primary Procurement process;
- d) or any of its affiliates participated as a consultant in the preparation of the technical specifications of the Services that are the subject of the Bid.

1.4.5. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

## 1.5. Clarification of Bidding Document

- 1.5.1. Clarification of the bidding document may be requested in writing by any Bidder before 26 May 2023 and should be sent to Procurement Manager, 16 Birmingham Road Southerton, Harare (mbhunu@powertel.co.zw).
- 1.5.2. The Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity will respond in writing to any request for clarification of any bidding document, and the response shall be communicated simultaneously to all the bidders without identifying the bidder that requested the clarification and in a manner that does not disclose the identities of the other bidders.
- 1.5.3. Should the clarification result in changes to the essential elements of the Bidding document, the Procuring Entity shall amend the Bidding document following the procedure set out in Subsection 1.6 below.

## 1.6. Amendment of Bidding Document

The Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity may modify its bidding documents at any time before the end of the bidding period, but the modification shall be communicated simultaneously to all the bidders and, where necessary, the procuring entity shall extend the bidding period to allow bidders to alter their bids to take the modification into account.

## 1.7. Preparation of bids

### 1.7.1. Cost of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process (and if successful any Secondary Procurement process) and the Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity, shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.



- b) *The bidding documents are free of charge and can be obtained electronically from the Powertel website <http://www.powertel.co.zw>*

#### 1.7.2. Language of Bid

- a) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity, shall be written in English.
- b) Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English.

#### 1.7.3. Documents Comprising the Bid

- a) Bidders are requested to bid for the provision of the Services specified in Section 4 – Statement of Requirements, by completing and returning the following documentation:
- Letter of Bid: prepared in accordance with Section 3 – Bidding Forms;
  - Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Section 3 – Bidding Forms;
  - Technical Proposal Schedule: completed in accordance with Section 3 – Bidding Forms;
  - Financial Proposal Schedule: completed in accordance with Section 3 – Bidding Forms;
  - Experience and qualifications: documentary evidence in accordance with Section 3 – Bidding Forms;
  - Bidder's Eligibility: documentary evidence in accordance with Section 3 – Bidding Forms, establishing the Bidder's eligibility to Bid;
  - Conformity: documentary evidence of capability and suitability to perform the required services in accordance Section 4 – Statement of Requirements; and
  - any other document required in this Bidding Document;
  - Bids submitted by a Joint Venture (JV) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement;
  - The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

#### 1.7.4. Letter of Bid and Schedules

The Letter of Bid, the Technical and Financial Schedules shall be prepared using the relevant forms furnished in Section 3 – Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.



#### 1.7.5. Alternative Bids

Alternative Bids shall not be permitted in this Primary Procurement process.

#### 1.7.6. Preparation of Technical Proposals

Technical proposals should contain the following documents and information:

- (a) the Technical Proposal Schedule completed in accordance with Section 3 – Bidding Forms;
- (b) CVs of key staff;
- (c) a summary of your experience in similar assignments, together with the names and contact details of persons connected with these assignments who will provide references;
- (d) a copy of your tax clearance certificate and VAT registration;

#### 1.7.7. Preparation of Financial Proposals

Financial proposals should contain the following documents and information:

- (a) the Financial Proposal Schedule completed in accordance with Section 3 – Bidding Forms;
- (b) the Breakdown of Contract Price, showing all costs for the assignment, broken down into fees and reimbursable costs;

#### 1.7.8. Validity of Bids

The minimum period for which the Bidder's bid must remain valid is 60 Days from the deadline for the submission of bids.

#### 1.7.9. Format and Signing of Bid

- a) The Bidder shall prepare one original of the documents comprising the Bid and clearly mark it "Original." In addition, the Bidder shall submit two copies of the Bid, and clearly mark them "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail;
- b) Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information;
- c) The original and all copies of the Bid shall be signed by a person duly authorized to sign on behalf of the Bidder;
- d) In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV.



#### 1.7.10. Lots and Packages

The requirement may be divided into lots and packages, if indicated in Sections 2 – Bid Data Sheet and 3 – Bidding Forms. The Lots are independent of each other and bidders can bid for all the Lots.

#### 1.7.11. Number of bids allowed

No Bidder may submit more than one bid, either individually or as a joint venture partner in another Bid, except as a subcontractor. Where the procurement is divided into lots and packages, only one Bid can be submitted. A conflict of interest will be deemed to arise if bids are received from more than one Bidder owned, directly or indirectly, by the same person.

### 1.8. Submission and opening of bids

#### 1.8.1. Submission of Bids

- a) Bids must be submitted in writing in a sealed envelope to the address below, no later than the date and time of the deadline below in the format set out in Section 3 – Bidding Forms. It is the Bidder's responsibility to ensure that they receive a receipt confirming submission of their bid that has correct details of the Bidder and the number of the Bid.
- b) Late bids will be rejected. The Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity reserves the right to extend the bid submission deadline but will notify all potential bidders who have collected the bidding documents of the amended bid submission deadline.

#### 1.8.2. Submission deadline, address, and acceptance

Date of deadline: 13 June 2023; Deadline Time: 1000 Hours

Submission address: Procurement Management Unit 16 Birmingham Road Southerton, Harare

Means of acceptance: *sealed bids are to be placed in a marked bid box.*

#### 1.8.3. Bid opening

Bidders and their representatives may witness the opening of bids, which will take place at the submission address immediately following the deadline.

### 1.9. Withdrawal, amendment, or modification of Bids

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative. However, no Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder or any extension of that period.



#### **1.10. Clarification of bids**

1. To assist in the examination, evaluation and comparison of Bids, the Lead procuring Entity, the Procuring Entity, or the Responsible Contracting Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request shall not be considered. The request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors.
2. If a Bidder does not provide clarifications of its Bid by the date and time set in the request for clarification, its Bid may be rejected in accordance with the discretion of the Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity.

#### **1.11. Basis of Pricing and Payment:**

1. The contract will be a lump sum.
2. Payments will be made on the following basis:

The contract price must be a maximum amount. Payment will be made for the goods delivered by the Service Provider in the performance of the Services, using the rates specified in the Breakdown of Contract Price.

#### **1.12. Evaluation of bids**

1. Bids will be evaluated using the following methodology:
  - (a) Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of Bidder and to confirm that the Bidder has accepted all terms and conditions without material deviation or reservation;
  - (b) Technical evaluation to assess the technical quality of proposals against the criteria below, to determine the technical score for each proposal and to determine which proposals reach the minimum technical score given below; and
  - (c) Financial evaluation to determine the financial score of each proposal, to weight the technical and financial scores and to determine the total score of each proposal.
2. Bids failing any stage will be eliminated and not considered in subsequent stages.

#### **1.13. Technical Evaluation Criteria**

1. Proposals will be awarded scores out of the maximum number of points indicated below for each of the following criteria:

Specific Experience [50] points



Key Personnel	[30 points
Participation by Nationals	[20points
Total:	100 points

2. The minimum technical qualifying score required to pass the technical evaluation is 75 points.

#### **1.14. Financial Evaluation Criteria:**

1. Financial scores will be determined by awarding 100 points to the lowest priced proposal and giving all other proposals a score which is proportionate to this.
2. Total scores will be determined using a weighting of 80% for technical proposals and a weighting of 20% for financial proposals.

#### **1.15. Review by the Special Procurement Oversight Committee**

Section 54 of the Act provides for review by the Special Procurement Oversight Committee for certain especially sensitive or especially valuable contracts. This Procurement will not be subject to this.

#### **1.16. Bid Security**

No Bid Security or Bid-Securing Declaration is required in relation to this Primary Procurement process.

#### **1.17. Currency**

Bids should be priced in United States Dollars. The currency of evaluation will be United States Dollars. Bids in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Reserve Bank of Zimbabwe on the date of the submission deadline, see <http://www.rbz.co.zw/>.

#### **1.18. Right to Reject**

The Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity reserve the right to accept or reject any Bids or to cancel the procurement process and reject all Bids at any time prior to contract award.

#### **1.19. Award of Framework Agreement**

This is an Open Framework Agreement.



##### **1.19.1. Multi-Service Provider Framework Agreement:**

The Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity will conclude Framework Agreements with the Bidders whose Bids have been determined to be substantially responsive as follows:

- (a) All Bidders shall be ranked in terms of quality and cost according to the evaluation criteria set forth in Sections 1.12. to 1.14 above, with the first ranked being the one with the highest total score, the second ranked being the second highest total score, and so on.
- (b) The Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity will conclude a FA with:
  - (i) The Bidders ranked first up to the maximum 6(six) number of Service Providers specified in Section 2 – Bid Data Sheet.
- (c) If the number of Bidders is less than the minimum 6 specified in Section 2 – Bid Data Sheet, the Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity may decide to invite new bids. Alternatively, the Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity may conclude the FA with all those Bidders where, an insufficient number of Bids are received, or an insufficient number of Bids meet the criteria for conclusion of Framework Agreements;

#### 1.19.2. Notification of Contract Award and Challenge

- (a) The proposed award of contract will be by issue of a Notification of Contract Award in accordance with Sections 5 and 6 (Lead Procuring Entity / Responsible Contracting Entity Forms [in multiple users FA] / Procuring Entity Forms [in single user FA]) which will be effective until signature of the contract documents;
- (b) Unsuccessful Bidders will receive the Notification of Contract Award and, if they consider they have suffered prejudice from the process, they may within 14 days of receiving this Notification, submit to the Lead procuring Entity, the Procuring Entity, or the Responsible Contracting Entity a Challenge in terms of section 73 of the Act, subject to payment of the applicable fee set out in section 44 of and the Third Schedule to the Regulations.

#### 1.20. Award of Call-off Contract

- 1. The Secondary Procurement method that shall apply in selecting FA Service Provider and awarding a Call-off contract is specified in the Framework Agreement (Framework Agreement, Schedule 3, Secondary Procurement).
- 2. To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Service Providers must continue to be qualified and eligible, and the Services must continue to be eligible, as per the criteria stipulated in this Bidding Document. The Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued eligibility.



3. The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in Framework Agreement, Section B: Framework Agreement Specific Provisions



## SECTION 2 – BID DATA SHEET

The following specific data for the Office furniture to be procured shall complement the provisions in Section 1 – Bidding Procedures.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics]*

<b>A. General</b>
The Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity is: Powertel Communications
The name of the BD for the FA Agreement is: supply and delivery of Office furniture
The reference number of the BD for the FA Agreement is: PWT/FA/01/2023
The Lead Procuring Entity / Procuring Entity is Powertel Communications
The number and description of the lots:
LOT 1: Workstations
LOT 2: Office chairs
LOT 3: Visitors chairs
LOT 4: Filling Cabinets
LOT 5: Changeroom Lockers
LOT 6: Retail Counters
<b>Electronic –Procurement System</b>
The Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall use the following electronic-procurement system to manage this Procurement process:
<a href="http://www.powertel.co.zw/tenders/">http://www.powertel.co.zw/tenders/</a>
The electronic-procurement system shall be used to manage the following aspects of the Procurement process:
This Primary Procurement will conclude a "Single-Purchaser Framework Agreement"
<b>Purchasers</b>



The Purchaser(s) that are permitted to purchase under the Framework Agreement is Powertel Communications, 16 Birmingham Road, Southerton, Harare

#### **Single-Service Provider Framework Agreement**

This Primary Procurement intends to conclude Multiple-Service Provider Framework Agreement.

Framework Agreement panel – minimum number 3

The Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity intends to conclude a Framework Agreements with a minimum number of Bidders.

The minimum number is Three (3).

Framework Agreement panel – maximum number 6

The Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity, will conclude Framework Agreements up to a maximum number of 6 qualified bidders with substantially responsive bids.

The maximum number of Bidders that the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity may conclude Framework Agreements with is Six (6).

The maximum number of members in a Joint Venture (JV) shall be: Two.

#### **B. Preparation of Bids**

Bids must be expressed in the following currency: United States Dollars

The Bidder is not required to quote in Zimbabwe Dollar the portion of the Bid price that corresponds to expenditures incurred in that currency.

The **Bid validity period** shall be 60 days.

The written confirmation of **authorization to sign** on behalf of the Bidder shall consist of an Affidavit.

#### **C. Concluding a Framework Agreement**

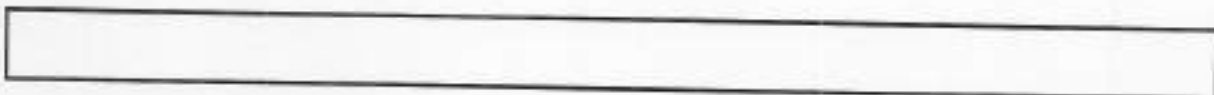
**This Framework Agreement is an Open Agreement**

#### **Signing the Framework Agreement**

The Bidder shall sign, date, and return the Framework Agreement within Seven (7) days of receipt of the same.



18/82



## SECTION 3 – BIDDING FORMS

### Letter of Bid

Primary Procurement - Framework Agreement Services (Supply and delivery of office furniture)

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Framework Agreement – Services [Supply and delivery of office furniture**

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Procurement Ref. No:** *[insert identification]*

**To: Powertel Communications**

- (a) **No reservations:** We have examined and have no reservations to the Bidding Document in its entirety, including all its Sections and Schedules;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **Section 1.4.**;
- (c) **Conformity:** We offer to carry out the following Services

*[insert a brief description of the Services required]*

in conformity with the Bidding Document and in accordance with Section 4 – Statement of Requirements;

- (d) **Bid Price:** *[Select one of the following options with respect to Bid Price]*

*OPTION 1 – For lump sum contracts, use the following:*

The total price of our proposal is: *[insert currency and amount]*

We confirm that the rates quoted in our Financial Proposal below are fixed and firm for the duration of the validity period and will not be subject to revision or variation or adjustment.

List of cost elements used to arrive at the breakdown of the lump sum price:

20/82



1. Daily/Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

*OPTION 2 – For time-based contracts, use the following:*

The total price of our proposal is: *[insert currency and amount]*

We confirm that the rates quoted in our Financial Proposal below are fixed and firm for the duration of the validity period and will not be subject to revision or variation or adjustment.

1. List of cost estimates:

(a) Monthly rates for Foreign Personnel (Key Personnel and other Personnel)

(b) Monthly rates for Local Personnel (Key Personnel and other Personnel).

2. Reimbursable expenses *[items that are not applicable should be deleted; others may be added]*:

(a) *Per diem* allowances for each of the Personnel for every day in which such Personnel shall be absent from his or her home office.

(b) Miscellaneous travel expenses: the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, *etc.*

(c) Other expenses, such as communications, printing, workshop or conference expenses *etc.*

- (e) **For multiple Lots:** *[if applicable]*

"The total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*"

- (f) **Bid Validity Period:** Our Bid shall be valid for the period specified in **Subsection 1.7.8.** from the date fixed for the Bid submission deadline specified in **Subsection 1.8.2.** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **Subsections 1.4.5. and 1.7.11.;**



- (i) **Suspension and Debarment:** We, along with any of our subcontractors or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procurement Regulatory Authority of Zimbabwe (PRAZ);
- (j) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding procedures or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (k) **Not Bound to request services:** We understand that there is no obligation on the Procuring Entity/Purchaser(s) to request any Services from any FA Service Provider during the Term of the Framework Agreement.
- (l) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Entity/Purchaser in respect of the services that may be requested by it, or any participating Purchaser(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (m) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Bid that you may receive.
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.



**Name of the Bidder:** \*[insert complete name of the Bidder]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\* [insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

- \* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.
- \*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.



# Bidder Information Form

## Primary Procurement - Framework Agreement Services

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Date:** *[insert date (as day, month and year) of Bid submission]*

**Procurement Ref No.:** *[insert number of RFB process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information <b>Name:</b> <i>[insert Authorized Representative's name]</i> <b>Address:</b> <i>[insert Authorized Representative's Address]</i> <b>Telephone/Fax numbers:</b> <i>[insert Authorized Representative's telephone/fax numbers]</i> <b>Email Address:</b> <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with <b>Subsections 1.4.1.(a) 1.4.2. 1.4.3.</b> <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with <b>Subsection 1.4.3.</b>



# Bidder's JV Members Information Form

## Primary Procurement - Framework Agreement Services

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information <b>Name:</b> <i>[insert name of JV's Member authorized representative]</i> <b>Address:</b> <i>[insert address of JV's Member authorized representative]</i> <b>Telephone/Fax numbers:</b> <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> <b>Email Address:</b> <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with Subsections 1.4.1.(a) 1.4.2. 1.4.3.



## Technical Proposal Schedule

*[Note: Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested in Section 1, attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bidding Document prevail over any attachments. If your proposal is not authorised, it may be rejected.]*

*In case the Service Provider is a Joint Venture (JV), the Bid must be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.]*

Procurement Reference Number:	
Subject of Procurement:	
Name of Service Provider:	
Service Provider Reference Number:	
Date of Technical Proposal:	

We offer to provide the services described in the Statement of Requirements, in accordance with the terms and conditions stated in your Bidding Document referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in **Subsection 1.4**.

The validity period of our proposal is: [...] days from the date of the submission.

We submit on the attached appendix the evidence to demonstrate our capability and suitability to perform the required services:

Appendix: Experience and qualifications.

We understand that our technical proposal and appendix, if approved or as amended, will be included in the Framework Agreement and in the Call-off Contract and shall form a contractual commitment.

We enclose a separately sealed financial proposal.

We declare that we are not debarred from bidding and that the documents we submit are true and correct.



**Technical Proposal Authorised By:**

**Signed** .....

**Name:** .....

**In capacity of:** .....

**Date:** .....(DD/MM/YY)

**Duly authorised for and on behalf of:**

**Firm** .....

**Address:** .....

**Corporate Seal (where appropriate)**



## Financial Proposal Schedule

[Note: Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bidding Document prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in a currency indicated in Subsection 1.17.]

In case the Service Provider is a Joint Venture (JV), the Bid must be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.]

Procurement Reference Number:	
Subject of Procurement:	
Name of Service Provider:	
Service Provider Reference Number:	
Date of Financial Proposal:	

The total price of our proposal is: [insert currency and amount]

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation or adjustment.

**Financial Proposal Authorised By:**

Signed .....	Name: .....
In capacity of: .....	Date: .....(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm .....	
Address: .....	
Corporate Seal (where appropriate)	



## Summary of Costs

*[Complete this form to summarise all the costs together from the breakdown of costs and submit it as part of your financial proposal.]*

Item	Costs
	<i>[Indicate Currency]</i>
VAT	
<b>Total Cost of Financial Proposal<sup>1</sup></b>	

<sup>1</sup> The total cost must coincide with the sum in the Financial Proposal Submission Sheet.



## BREAKDOWN OF CONTRACT PRICE (FEES)

[Complete this form with details of all your costs and submit it as part of your financial proposal. Authorise the rates quoted in the signature block below. Where this is a lump sum contract, the total price will be the contract price and the breakdown will be used only to determine the price of any additional services. Where this is a time-based contract, the breakdown will be used as the cost estimates and payment will be made for the services performed and costs actually incurred.]

Currency of Costs: \_\_\_\_\_

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Unit Rate	Total Price
Sub Total:				

Breakdown of Contract Price Authorised By:


Signed .....	Name: .....
In capacity of: .....	Date: .....(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm .....	
Address: .....	
	
Corporate Seal (where appropriate)	

# BREAKDOWN OF CONTRACT PRICE (REIMBURSABLES)

Currency of Costs: \_\_\_\_\_

REIMBURSABLE COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Sub Total:				

Breakdown of Contract Price Authorised By:

Signed .....	Name: .....
In capacity of: .....	Date: .....(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm .....	
Address: .....	
Corporate Seal (where appropriate)	

## APPENDIX: EXPERIENCE AND QUALIFICATIONS

*[Provide background information about the service provider (legal practitioner/law firm) that is bidding for the Contract and of any other service provider that is associated with this bid. State whether any of the required services will be sub-contracted. Describe the experience of the service provider (legal practitioner/law firm) in performing similar contracts, as required under Subsections 1.7.3 and 1.7.6.]*

*Name the key personnel who will perform the requirements under the Contract, their proposed period of engagement, including working hours and holidays, and describe their qualifications and experience in working on similar contracts, distinguishing between foreign and national (Zimbabwean) personnel.]*



## SECTION 4 – STATEMENT OF REQUIREMENTS

A: Terms of Reference *[Provide full information on the services required, using the headings indicated below.]*

(a) Background:

The Bidder shall be responsible for the supply and delivery of office furniture as detailed below:

Lot 1: Workstations

Lot 2: Office chairs

Lot 3: Visitors chairs

Lot 4: Filing cabinets

The bidders are expected to be capable of providing the following

1. Shortest possible Lead times

(b) Scope of the Services:

(c) Place of Performance of the Services: Number 16 Birmingham Road, Southerton, Harare

## SECTION 5 – LEAD PROCURING ENTITY / RESPONSIBLE CONTRACTING ENTITY FORMS [IN MULTIPLE USERS FA]

### Notification of Intention to Conclude a Framework Agreement(s)

*[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to all successful Bidders and a copy of which is sent for information to each Bidder who is not a winner and who submitted a Bid before the Bid submission deadline. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder's Authorized Representative

**Name:** *[insert Authorized Representative's name]*

**Address:** *[insert Authorized Representative's Address]*

**Telephone/Fax numbers:** *[insert Authorized Representative's telephone/fax numbers]*



**Email Address:** *[insert Authorized Representative's email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

**Lead Procuring Entity / Responsible Contracting Entity:** *[insert the name]*

**Framework Agreement title:** *[insert the name of the FA]*

**Procurement Reference No:** *[insert the reference number]*

**Date of transmission:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

**Notification of Intention to Conclude a Framework Agreement(s)**

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period which has a duration of 7 days in order to provide the opportunity for non-winning bidders to:

1. request a debriefing in relation to the reasons for not winning should it not be apparent from a comparison of your proposal with those of other Bidders, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.



**The successful Bidder(s) are the following:**

Description	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

If you have any questions regarding this Notification, please do not hesitate to contact us.  
On behalf of the Lead Procuring Entity / Responsible Contracting Entity:

**Signature:**

**Name:**

**Title/position:**

**Telephone:**

**Email:**



**SECTION 6 – PROCURING ENTITY FORMS [IN SINGLE USER FA]**

**Notification to Conclude a Framework Agreement**

*[Use letterhead paper of the Procuring Entity]*

To: *[name and address of successful Bidder]*

*[Date]*

**Notification to Conclude a Framework Agreement  
Framework Agreement No. *[insert FA reference number]***

This is to notify you that your Bid dated *[insert date]* to conclude a Framework Agreement in relation to the provision of *[insert short title for Services]* is hereby accepted by the *[insert name of the Procuring Entity]*.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA]* days of receipt of this Notification.

**Authorized Signature:**

**Name:**

**Title/position:**

**Name of Procuring Entity:**

**Telephone:**

**Email:**

**Attachment: Framework Agreement**



## SECTION 7 – FRAMEWORK AGREEMENT

### 7.1 FRAMEWORK AGREEMENT TEMPLATE

*[This form is to be completed by the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.]*

**Note:** In the Primary Procurement process the Lead Procuring Entity / Responsible Contracting Entity (in case of multiple – user FA) is responsible for establishing the FA(s). However, the parties to the FA will be the Procuring Entities in their capacity as “Purchaser(s)” entitled to purchase under the FA. In the FA, the successful Bidder(s) is called the “Service Provider”. This covers the Service Provider’s capacity as both a holder of a FA and as a Service Provider under a Call off Contract.]

**This Framework Agreement** [insert reference number of the Framework Agreement] is made for the provision of [insert brief description of Services, e.g. legal services]

on the [insert: number] day of [insert: month], [insert: year]

between

[Select one of the three OPTIONS below]

[OPTION 1: for Single User Framework Agreement]

the Purchaser(s) [insert complete name of the Purchaser/s, (for example, “a Procuring Entity” of Zimbabwe, and

[OPTION 2: for a Multi-User Framework Agreement with a Lead Procuring Entity that is responsible for managing and administering the Framework Agreement, and that is also a Purchaser]

between

the Lead Procuring Entity / Purchaser [insert complete name and the type of legal entity, (for example, “Infrastructure Development Bank of Zimbabwe” having its principal place of business at [insert Lead Purchaser’s address] as a Purchaser in its own right under the framework agreement and as the entity responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers listed in Schedule [insert number] to this Framework Agreement (Purchaser (s)) and



[OPTION 3: for a Multi-User Framework Agreement with a Responsible Contracting Entity that is responsible for managing and administering the Framework Agreement but is not a Purchaser]

between

**the Responsible Contracting Entity** [insert complete name and the type of legal entity, (for example, "Infrastructure Development Bank of Zimbabwe" having its principal place of business at [insert Responsible Contracting Entity's address] as responsible for the management and administration of the Framework Agreement for use by the Purchasers listed in Schedule [insert number] to this Framework Agreement and

**the Service Provider** [insert name of the Service Provider], [e.g., a legal practitioners/law firms operating in Zimbabwe and registered with the Law Society of Zimbabwe] having its principal place of business at [insert Service Provider's address] (Service Provider) and named as the **Service Provider** in this Framework Agreement.

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Service Provider to provide the specified Services to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

**Section A:** Framework Agreement General Provisions

**Section B:** Framework Agreement Specific Provisions

**Schedule 1:** Schedule of Requirements

**Schedule 2:** Key personnel

**Schedule 3:** Price

**Schedule 4:** Secondary Procurement

**Schedule 5:** Call-off Contract: General Conditions of Contract (GCC)

**Schedule 6:** Secondary Procurement Forms



IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the applicable legislation of Zimbabwe, in particular the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] and the Public Procurement and Disposal of Public Assets (General) Regulations, 2018.

**"For and on behalf of the Purchaser:"**

**For and on behalf of the Service Provider:**

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

Full name: *[name of person signing]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification official of witness]*



## SECTION A: FRAMEWORK AGREEMENT GENERAL PROVISIONS

### 1. Definitions

Unless the context indicates otherwise, the following words and expressions shall have the following meaning:

- (a) "*Call-off Contract*" is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the provision of Services;
- (b) "*Closed Framework Agreement*" is where no new Service Provider may conclude Framework Agreement(s) during the Term of the Framework Agreement.
- (c) "*Commencement Date*" is the date of the Notice to conclude the Framework Agreement, being the commencement of the Term of the FA;
- (d) "*Contract Price*" is the price payable to the Service Provider as specified in the Call-off Contract;
- (e) "*Day*" means calendar day;
- (f) "*In Writing*" means any alphabetical or numerical expression that can be read or reproduced and subsequently communicated in written form. It can include information sent and stored electronically;
- (g) "*Lead Procuring Entity*", when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the entity responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the **FA Specific Provisions**. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Procuring Entity. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract;
- (h) "*Lump Sum Contract*" means a Call-off Contract, under which the Services are performed for an all-inclusive fixed total amount.
- (i) "*Multi-User Framework Agreement*" means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the **FA Specific Provisions**;
- (j) "*Open Framework Agreement*" is where an interested new Service Provider can conclude Framework Agreement(s) during the Term of the Framework Agreement;
- (k) "*Purchaser*" is/are the Procuring Entity(ies) that is/are permitted to purchase Services from a Service Provider under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes the Lead Procuring Entity;
- (l) "*Responsible Contracting Entity*", when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the Contracting Entity responsible for managing and administering the Framework Agreement for use by

POWERTEL COMMUNICATIONS  
SIGNED: \_\_\_\_\_  
DATE: 12-6-23  
PROCUREMENT DEPT

the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Contracting Entity. A Responsible Contracting Entity is not a Purchaser under the Framework Agreement;

- (m) "Secondary Procurement" is the method used to select a Service Provider and award a Call-off Contract under this Framework Agreement;
- (n) "Single-User Framework Agreement" means a Framework Agreement where there is only one Purchaser, as specified in the **FA Specific Provisions**;
- (o) "Services" means all services [legal services] as specified in the **FA Specific Provisions**, that the Service Provider is required to provide to the Purchaser under a Call-off Contract;
- (p) "Service Provider" means the private entity (legal person), or a combination of entities as a joint venture, who has concluded a Framework Agreement to provide to a Purchaser, from time to time, and as and when required, the Services, under a Call-off Contract;
- (q) "Term" means the duration of this Framework Agreement as described in the **FA Specific Provisions** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the **FA Specific Provisions**, but not exceeding the maximum allowable duration under the Act and Regulations;
- (r) "Time-based contract" means a Call-off Contract under which the Services are provided based on fixed fee rates and payments are made on the basis of actual time spent.

## 2. Framework Agreement Documents

2.1 This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.

2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

## 3. Service Provider's obligations

3.1 The Service Provider shall offer to provide (standing offer) to the Purchaser, the Services described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.

3.2 The Service Provider undertakes to provide the Services under a Call-off Contract. The Services provided shall be:

- (a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements,



- (b) using the Key Personnel assigned to the performance of the Services, Schedule 2: Key Personnel;
- (c) at the Contract Price specified in the Call-off Contract, and
- (d) at such times and to such locations as specified in the Call-off Contract.

3.3 The Service Provider agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 5, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the provision of Services.

#### 4. Continued Eligibility

4.1 During the Term of the Framework Agreement, the Service Provider shall continue to be eligible *as per* the eligibility criteria stipulated in the Primary Procurement process. The Service Provider shall notify the Purchaser immediately, in writing, if it ceases to be eligible.

4.2 To continue to be eligible the Service Provider shall not have been sanctioned pursuant to the Anti-Corruption provisions. Where the Service Provider has been so sanctioned it will be ineligible for the duration of the period of time as the sanctions decision shall have determined.

4.3 The Purchaser or the Responsible Contracting Entity may require, during the Term of the Framework Agreement, evidence of the Service Provider's continued eligibility. Failure to provide such evidence, as requested, may result in the Service Provider being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

#### 5. Term

5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

5.2 Where permitted in the **FA Specific Provisions**, the Term may be extended, at the Purchaser's sole discretion, and where there has been satisfactory performance by the Service Provider. To extend the Term, the Purchaser shall give the Service Provider no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

#### 6. Representative

The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact



details of the new representative. Any representative appointed shall be authorized to make decisions on the day-to-day operation of the Framework Agreement.

## **7. Role of Lead Procuring Entity or Responsible Contracting Entity**

7.1 Where there is a Lead Procuring Entity or a Responsible Contracting Entity that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Procuring Entity or Responsible Contracting Entity. The Lead Procuring Entity or Responsible Contracting Entity is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension, and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.

7.2 Where no Lead Procuring Entity or a Responsible Contracting Entity has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in FAGP 6 above, in relation to communications and notices *etc.*, apply to the Purchaser.

## **8. Contract Price**

The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

## **9. Performance Security**

The Purchaser may require a Performance Security from the Service Provider in relation to the performance of a specific Call-off Contract. In this event, the Service Provider shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special Conditions of Contract.

## **10. Language**

10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Purchaser and Service Provider, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

10.2 The Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

POWERTEL COMMUNICATIONS  
SIGNED:   
DATE: 12-5-23  
PROCUREMENT DEPT

## 11 Notices

Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

## 12 Fraud and Corruption

12.1 The Purchaser requires compliance with the Anti-Corruption provisions of Zimbabwean Law.

12.2 The Purchaser requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.

## 13 Records, inspections, and audit

13.1 The Service Provider shall keep and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Services, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

13.2 The Service Provider shall permit, and shall cause its subcontractor(s) to permit, the Purchaser and/or persons appointed by the Purchaser, to inspect the site and/or the accounts and records relating to the Framework Agreement, and/or any Call-off Contract(s) awarded under the Framework Agreement, in relation to the procurement process, selection, contracting, execution or implementation, and to have such accounts and records audited by auditors appointed by the Purchaser, if requested by the Purchaser. The Service Provider's and its Subcontractors' attention is drawn to FAGP 12.1, which provides, *inter alia*, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights constitute a prohibited practice subject to contract termination.

## 14 Confidential Information

14.1 The Purchaser and the Service Provider shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

14.2 The obligation of a party under FAGP 14.1. above, shall not apply to information that:

- (a) the Purchaser or Service Provider need to share with the financing agency or other institution(s) participating in the financing of a Call-off Contract
- (b) now, or in future, enters the public domain through no fault of that party
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party

POWERTEL COMMUNICATIONS  
SIGNED:   
DATE: 12-6-23  
PROCUREMENT DEPT

- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

## **15 Governing Law**

This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of Zimbabwe, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

## **16 Change to the Framework Agreement**

Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

## **17 Termination of the Framework Agreement**

17.1 The Purchaser or the Responsible Contracting Entity, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Service Provider, if:

- (a) It has been proven that the Service Provider has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Service Provider ceases to be eligible *as per* FAGP 4, or
- (c) the Service Provider purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Purchaser, or
- (d) the Service Provider becomes bankrupt or otherwise insolvent.

17.2 The Purchaser or the Responsible Contracting Entity may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Service Provider, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the Service Provider under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

## **18 Consequence of expiry or termination**

Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.



## **19 Dispute resolution in relation to this Framework Agreement**

19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

19.2 Where parties have exhausted the process described in FAGP 19.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

## **20 Dispute resolution in relation to Call-off Contracts**

20.1 The Purchaser and the Service Provider for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

20.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Service Provider any monies due the Service Provider.



## SECTION B: FRAMEWORK AGREEMENT SPECIFIC PROVISIONS

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

[This section is to be completed by the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity as per the instructions provided in italicized text. The italicized text should be deleted from the final document.]

Framework Agreement General Provision	Description
FAGP 1. (g), (i), (k) and (n) Single/Multi-User	[state either "This is a Single-User Framework Agreement." or "This is a Multi-User Framework Agreement. All participating Purchasers are listed at Schedule [insert Schedule number]"]
FAGP 1. (o) Services	This Framework Agreement relates to the provision of services, under a separate Call-off Contract, of [insert short title that describes the type of Services]. The Services are more fully described in Schedule 1: Schedule of Requirements.
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: a. Framework Agreement, including all Sections and Schedules, and b. Letter of Bid (from Primary Procurement process)
FAGP 4. Eligibility	At the present time, firms, Services and services from the following countries are excluded from this Framework Agreement as being ineligible. [[insert a list of the countries debarred from commercial activities with Zimbabwe or state "none"].]
FAGP 1. (q) and 5.1 Term	The Term of this Framework Agreement is [enter number of years] years.  [NOTE: According to section 11(2) of the Regulations a single Service Provider FA shall not exceed <u>one year</u> unless the PRAZ authorizes a longer duration. According to section 11(3) of the Regulations a multi-Service Provider FA shall not exceed <u>three years</u> unless the PRAZ authorizes a longer duration.]
FAGP 5.2 Term extension(s)	[As applicable, indicate "There are no permitted extensions to the Term." OR "The initial term may be extended by a maximum of two additional years."]



**FAGP 6  
Representatives**

**Purchaser's Representatives**

*(Selection one of the following OPTIONS)*

*OPTION 1: for a Single-User Framework Agreement use the following text*

The name and contact details of the Purchaser's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:

Name:

Title/position:

Address:

Phone:

Mobile:

E-mail:

*OR*

*[OPTION 2: for a Multi-User Framework Agreement with a Lead Procuring Entity that is responsible for managing and administering the Framework Agreement and is also a Purchaser insert the name of the Lead Procuring Entity Representative and list all other participating Purchasers' Representatives in a Schedule:]*

The name and contact details of the Lead Procuring Entity under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:

Name:

Title/position:

Address:

Phone:

Mobile:

E-mail:

The Representatives for all other participating Purchasers are listed in Schedule [insert number] to this Framework Agreement.

*OR*

*[OPTION 3: for a Multi-User Framework Agreement concluded by a Responsible Contracting Entity (that is not also a Purchaser) insert the following]*

The name and contact details of the Responsible Contracting Entity under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:

Name:

Title/position:

Address:

Phone:

Mobile:

E-mail:

The Representatives for all participating Purchasers are listed in Schedule [insert number] to this Framework Agreement.



<b>FAGP 6 Representatives</b>	<p><b><u>Service Provider's Representatives</u></b></p> <p>The name and contact details of the Service Provider's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name: Title/position: Address: Phone: Mobile: E-mail:</p>
<b>FAGP 8 Contract Price</b>	The Contract Price that will apply to the purchase of Services under a Call-off Contract shall be the Price stipulated in the Framework Agreement, Schedule 3, subject to provisions below.
<b>FAGP 8 Contract Price</b>	<p><b>Price Adjustments</b></p> <p>The Price offered by the Service Provider, as stipulated in the FA may be subject to price adjustments during a Secondary Procurement as follows:</p> <p>(a) In case there is any change in the law of Zimbabwe with respect to taxes and duties which increases or decreases the costs incurred in performing the Services, as specified in the Call-off Contracts;</p> <p>(b) To cover any unexpected necessary additional expenditures, as specified in the Call-off Contracts.</p>
<b>FAGP 10.1 Language</b>	The language of this Framework Agreement, and any Call-off Contract is [insert language].
<b>FAGP 20.2 Dispute Resolution in relation to Call-off Contract.</b>	<p>The rules of procedure for arbitration proceedings shall be as follows:</p> <p>[describe the proceedings that are to apply e.g.]</p> <p>[For contracts entered into with foreign Service Providers, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce. If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</p> <p>"Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."</p> <p>If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:</p>



"All disputes arising in connection with this Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules."

*If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:*

"Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce."

*If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:*

"Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause."

*For Contracts with a Service Provider of the Purchaser's Country nationality:*  
**Litigation (Court Procedure) in courts of jurisdiction in Zimbabwe**

**OR**

"In the case of a dispute between the Purchaser and a Service Provider who is a national of the Purchaser's Country, the dispute shall be referred to arbitration in accordance with the laws of Zimbabwe."

The place of arbitration will be *[insert city and country]*



### 7.3 SCHEDULE 2: KEY PERSONNEL

*[List: Titles [and names, if already available], detailed job descriptions and qualifications of Key Personnel to be assigned to the performance of the Services]*



**7.4 SCHEDULE 3: PRICE**

*[For Lump Sum Contracts insert the total price and breakdown]*

*[For Time-based contracts, insert the maximum amount and the rates specified in the breakdown for fees and reimbursables].*



## 7.5 SCHEDULE 4: SECONDARY PROCUREMENT

This Section contains the methods and the criteria that the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall use to conduct a Secondary Procurement process to select a Service Provider and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in this Bidding document for the Secondary Procurement process.

*[The Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall select the criteria deemed appropriate for the Secondary Procurement process, using the samples text provided below or other acceptable wording, and delete the text in italics. The Secondary Procurement methodology (ies) to be described in this Schedule must be consistent with the Secondary Procurement method(s) set out in the Request for Bids which resulted in the conclusion of the Framework Agreement.]*



## Secondary Procurement method(s) for Award of Call-Off Contracts

The Secondary Procurement method(s) that apply to the selection of a Service Provider for the award of a Call-off Contract under this Framework Agreement [is/are] *[insert the types of the Secondary Procurement Method(s) that apply]*:

- (i) Cascade restricted to the winners of the FA,
- (ii) Direct selection, based on *ex ante* balanced division of services.
- (iii) *[add any other applicable method allowed by the Act and Regulations]*

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

### 1.1 **Cascade** *[delete if not applicable as per paragraph 1 above]*

The Purchaser will propose the award of Call-off Contract to the first ranked bidder in the primary procurement process holding a Framework Agreement, being the one with the highest total score. If for any reason the first ranked bidder does not accept the Call-off Contract, the Purchaser will propose the award to the second ranked bidder in the primary procurement process holding a Framework Agreement, being the second with the highest total score, and so on, until one of the FA Service Providers holding a Framework Agreement accepts the Call-off Contract.

The Purchaser will issue the Call-off Contract according to the conditions set forth in the Framework Agreement.

### 1.2 **Direct selection based on ex ante balanced division of services** *[delete if not applicable as per paragraph 1 above]*

The Purchaser will rotate the award of Call-off Contracts amongst all eligible Service Providers holding a Framework Agreement, based on a balanced division of services: *[insert the ex ante division of services]*.

The first Call-off Contract(s) will be awarded to the Service Provider whose Framework Agreement was ranked first in the primary procurement process. The first Service Provider will continue to be awarded Call-off Contracts until the total value/quantity of all Call-off Contracts awarded reaches the upper value/quantity limit.

A second Service Provider, whose Framework Agreement was ranked second in the primary procurement process, will then be awarded the subsequent Call-off Contracts until the total value/quantity of all Call-off Contracts awarded reaches the upper value/quantity limit. And so on.

POWERTEL COMMUNICATIONS  
SIGNED:   
DATE: 12-9-23  
PROCUREMENT DEPT

The Purchaser will issue the Call-off Contract according to the conditions set forth in the Framework Agreement.

1.3 *[add any other applicable method]*

## 2. Formation of Call-off contract (to become legally binding)

The Purchaser shall confirm that the selected Service Provider continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

*[Describe the procedure(s) that applies to the formation of the Call-off Contract. Be specific e.g.]*

2.1 **For the cascade method**, the Call-off contract is formed when:

"the Purchaser issues, the Letter of Award of Call-off Contract to the successful Service Provider." *[add if applicable: "Following the formation of contract, through offer and acceptance, the Purchaser and Service Provider shall sign a Call-off Contract as per the form contained in the Framework Agreement."]* OR

2.2 **For direct selection based on ex ante balanced division of services**, the Call-off contract is formed when the Purchaser transmits, to the successful Service Provider, the Letter of Award and the Call-off Contract for signature and return.

2.3 The Call-off Contract is signed by both the Purchaser and the Service Provider and the Service Provider shall submit the performance security within the period specified in the Letter of Award. The date that the Call-off Contract is formed, is the date mutually agreed by the parties.

## 3. Communicating the award of Call-off Contract

*[Describe the process to announce the award of a Call-off Contract e.g.]*

The Purchaser shall, at the same time as awarding the contract, communicate the award of the Call-off Contract to all FA Service Providers.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- i. the name and address of the successful Service Provider
- ii. the Services being procured
- iii. the contract price.



## 7.6 SCHEDULE 5: CALL-OFF CONTRACT: GENERAL CONDITIONS OF CONTRACT (GCC)

*The following Call-off Contract General Conditions of Contract shall be read in conjunction with the other documents listed in the Call-off Contract Form. Together with the aforementioned documents it shall constitute the complete Contract defining the rights and obligations of the Contract parties.*

*These General Conditions of Contract shall be incorporated in the Contract without any change. If needed, any change or adjustment shall be incorporated by the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity in the Call-off Contract Special Conditions of Contract contained in the individual Call-off Contract.*

### 1. Call-off Contract

- 1.1. The General and Specific provisions of the Framework Agreement shall be considered incorporated into this Call-off Contract.
- 1.2. All documents forming this Call-off Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. This Call-off Contract shall be read as a whole.

### 2. Definitions

- 2.1. In this Call-off Contract the words and expressions defined in the Framework Agreement shall (except where the context requires otherwise or as specified in 2.2. below) have the meaning given in the Framework Agreement. In this Call-off Contract references to attachments are, unless otherwise provided, references to attachments of this Call-off Contract.
- 2.2. Unless the context indicates otherwise, the following words and expressions shall have the following meanings:
  - (a) "Contract" means a Call-off Contract awarded under a Framework Agreement, through a Secondary Procurement process, for the provision of Services. The parties are the Purchaser and Service Provider;
  - (b) "Contract Documents" means the documents listed in the Call-off Contract, including any amendments thereto;
  - (c) "Effective Date" means the date on which the Contract comes into force pursuant to GCC 9;
  - (d) "GCC" means these General Conditions of Contract that apply to any Call-off Contract;
  - (e) "Key Personnel" means the Personnel referred to in GCC 39.(b);
  - (f) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities;
  - (g) "Personnel" means professionals and support staff provided by the Service Provider or by any Subcontractors and assigned to perform the Services or any part thereof;
  - (h) "Party" means the Purchaser or the Service Provider, as the case may be, and "Parties" means both of them;



- (i) "Purchaser" means the Lead Procuring Entity/Procuring Entity purchasing the Services, as specified in the Call-off Contract Special Conditions of Contract;
- (j) "SCC" means the Special Conditions of Contract as set out in an individual Call-off Contract;

### **3. Entire Agreement**

The Call-off Contract constitutes the entire agreement between the Purchaser and the Service Provider and supersedes all communications, negotiations, and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

### **4. Relationship Between the Parties**

Nothing contained in this Contract shall be construed as establishing a relationship of employer and employee or of principal and agent as between the Purchaser and the Service Provider. The Service Provider has complete charge of Personnel and Subcontractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf under the Contract.

### **5. Assignment**

Neither the Purchaser nor the Service Provider shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

### **6. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under the Contract and to adopt all reasonable measures to ensure the realization of the objectives of the Contract.

### **7. Execution of Contract**

The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that the Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of the Contract either Party believes that the Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this GCC 7 shall give rise to a dispute subject to arbitration in accordance with GCC 47.

### **8. Fraud and Corruption**

- 8.1. If the Purchaser determines that the Service Provider and/or any Subcontractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or executing the Contract or has otherwise acted contrary to the obligations set out in

POWERTEL COMMUNICATIONS  
SIGNED:   
DATE: 12-5-23  
PROCUREMENT DEPT

- section 72 of the Act, then the Purchaser may, after giving fourteen (14) days' notice to the Service Provider, terminate the Contract, and **GCC 42.1(d)** shall apply.
- 8.2. Should the Purchaser determine that any personnel of the Service Provider and/or any Subcontractor has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then the Service Provider and/or any Subcontractor shall ensure the removal of that personnel in accordance with **GCC 39(d)**.

#### **9. Effectiveness of Contract**

- 9.1. The Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the Service Provider instructing him to provide the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 9.2. If the Contract does not become effective within twenty-one (21) days after the date of Contract signature by the Parties, either Party may, by not less than fourteen (14) days written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

#### **10. Commencement of Services**

The Service Provider shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

#### **11. Expiration of Contract**

Unless terminated earlier pursuant to **GCC 42**, the Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

#### **12. Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. Pursuant to **GCC 7**, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

#### **13. Nonwaiver**

- (a) Subject to **GCC 13(b)** below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.



- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### **14. Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **15. Joint Venture Consortium or Association**

- (a) If the Service Provider is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association specified in the SCC.
- (b) The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

#### **16. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under the Contract by the Purchaser or the Service Provider, may be taken or executed by the officials specified in the SCC.

#### **17. Eligibility**

- 17.1. The Service Provider and its subcontractors shall have the nationality of an eligible country. All countries shall be eligible, except countries subject to the following provisions:

A country shall not be eligible if:

- (a) by law or lawful order, the Government of Zimbabwe prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Zimbabwe prohibits any payments to persons or entities in that country.

- 17.2. The Service Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country

- 17.3. The Service Provider or subcontractor shall provide Personnel who are citizens of eligible countries.

- 17.4. Countries that are ineligible under this GCC 17 shall be specified in the SCC.



## 18. Notices

- 18.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means any worded or numbered expression that can be read, reproduced, and later communicated. It may include electronically transmitted and stored information.
- 18.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## 19. Scope of services and location

- (a) The Services to be provided shall be those specified in Annex 1 to the Request Form issued by the Purchaser, according to Schedule 6 – Secondary Procurement Forms;
- (b) The Services shall be performed at such locations as are specified in the SCC and, where the location of a particular task is not so specified, at such locations, whether in Zimbabwe or elsewhere, as the Purchaser may approve

## 20. Standard of Performance

- (a) The Service Provider shall perform the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, materials and methods. The Service Provider shall always act, in respect of any matter relating to the Contract or to the Services, in the utmost good faith towards the Purchaser, and shall always support and safeguard the Purchaser's legitimate interests in any dealings with Subcontractors or Third Parties;
- (b) The Service Provider shall perform the Services in accordance with the laws of Zimbabwe and shall take all practicable steps to ensure that any Subcontractors, as well as the Personnel, comply with the laws of Zimbabwe;
- (c) The Service Provider shall hold the Purchaser's interest's paramount, without any consideration for future work, and shall strictly avoid conflict with other assignments or its own interests. Where any such conflict becomes apparent to the Service Provider, or where he has grounds to believe that any such conflict is likely to arise, the Service Provider shall without delay disclose it to the Purchaser.

## 21. Service Provider Not to Benefit from Commissions, Discounts, etc.

- (a) The payment of the Service Provider pursuant to GCC 31 shall constitute the only payment in connection with the Contract and the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that any Subcontractors, as well as the Personnel of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Service



Provider shall comply with the Act and Regulations, and shall always exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Purchaser.

## **22. Prohibition of Conflicting Activities**

The Service Provider shall not engage and shall cause their Personnel as well as their Subcontractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under the Contract.

## **23. Confidentiality**

Except with the prior written consent of the Purchaser, the Service Provider, Subcontractors and Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider, Subcontractors and Personnel make public the recommendations formulated during, or as a result of, the Services.

## **24. Liability of the Service Provider**

The Service Provider's liability under the Contract shall be provided by the laws of Zimbabwe.

## **25. Insurance**

The Service Provider:

- (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors, as the case may be) own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverages specified in the SCC, and
- (b) at the Purchaser's request, shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

## **26. Accounting, Inspection and Auditing**

The Service Provider shall permit the Purchaser and/or persons appointed by the Purchaser to inspect its accounts and records as well as those of its Subcontractors relating to the performance of the Contract. The Service Provider's attention is drawn to **GCC 8** which provides, *inter alia*, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under this **GCC 26** constitute a prohibited practice subject to contract termination.



## **27. Service Provider's Actions Requiring Prior Approval**

27.1. The Service Provider shall obtain the Purchaser's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Key Personnel listed in Schedule 2 of the FA;
- (b) Subcontracting work relating to the Services;
- (c) Any other action that may be specified in the SCC.

27.2. Notwithstanding such approval, the Service Provider shall retain full responsibility for the Services.

27.3. In the event that any Subcontractors are found to be incompetent or incapable in discharging assigned duties, the Purchaser may request the Service Provider to provide a replacement, with qualifications and experience acceptable, or to resume the performance of the Services itself.

## **28. Contract Administration Fee**

The Service Provider shall pay the Contract Administration Fee set out in Part V of the Fifth Schedule to the Regulations if indicated in the SCC.

## **29. Taxes and Duties**

The Service Provider, Sub-Contractors and Personnel shall pay all taxes, duties, fees and other impositions levied under the laws of Zimbabwe as specified in the SCC.

## **30. Changes in law with respect to taxes and duties**

If, after the Effective Date, there is any change in the law of Zimbabwe with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Service Provider under the Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in GCC 32.

## **31. Payments**

In consideration of the Services performed under the Contract, the Purchaser shall make to the Service Provider such payments and in such manner as provided by GCC 32 and 33.

## **32. Contract Price and Currency**

31.1 The Contract price shall be expressed as a specific amount or amounts in the Agreement representing:

- (a) the total amount payable for a Lump Sum contract; or



- (b) the maximum amount for a Time-based contract.

31.2. Payments shall be made in the currency or currencies of the Contract price, unless otherwise specified in the SCC.

### 33. Type of Contract

The type of Contract shall be as specified in the SCC and payments shall be in accordance with the provisions of:

- (a) GCC 34, Option 1 in the case of Lump Sum contracts; or  
(b) GCC 35, Option 2 in respect of Time-Based contracts.

### 34. Option 1 – Payments in respect of Lump Sum Contracts

- (a) The Contract Price shall be a fixed total lump-sum including all Personnel costs, Subcontractors' costs, printing, communications, travel, accommodation, and all other costs required to carry out the Services described in the Contract.  
(b) The Contract Price may be increased only through amendment of the Contract in accordance with GCC 12.  
(c) The price for any additional services, as may be agreed in accordance with GCC 12, shall be determined using the Breakdown of Contract Price in Schedule 3 to the FA.

### 35. Option 2 – Payments in respect of Time-Based Contracts

- (a) The Contract Price shall be a maximum amount, based on the Breakdown of Cost Estimates of Schedule 3 to the FA;  
(b) Payment shall be made for the time spent and for reimbursable expenses actually incurred by the Service Provider in the performance of the Services.  
(c) Reimbursable expenditures shall include costs actually and reasonably incurred in the performance of the Services, as specified in the Contract.  
(d) The Service Provider's total remuneration shall not exceed the Contract price. The Service Provider shall notify the Purchaser as soon as cumulative charges incurred for the Services have reached 80% of the Contract Price;  
(e) Separate invoices shall be submitted for fees and for reimbursable expenditure;  
(f) Any amount which the Purchaser has paid or caused to be paid which is more than the amounts payable in accordance with the provisions of the Contract, shall be reimbursed by the Service Provider within thirty (30) days after receipt by the Service Provider of a notice thereof. Any such claim by the Purchaser for reimbursement must be made within twelve months after expiration on the Contract.

### 36. Payment Schedule

All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC to the accounts of the Service Provider specified in the SCC.

(a)



### 37. Payment Terms

- (a) Unless otherwise specified in the SCC, payments shall be made by the Purchaser, no later than sixty (60) days after submission of a request for payment by the Service Provider.
- (b) The Service Provider's request for payment shall be made to the Purchaser in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC;
- (c) The Purchaser shall notify the Service Provider of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. The Purchaser shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payment made and costs authorized to be incurred by the Service Provider, the Purchaser may add or subtract the difference from any subsequent payments;
- (d) Unless otherwise stated in the SCC, if the Purchaser has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the inflation rate published by the Reserve Bank of Zimbabwe at <http://www.rbz.co.zw>.

### 38. Price Adjustments and Increases

- (a) Prices charged by the Service Provider shall not vary from the prices stipulated in the FA, Schedule 3, apart from any price adjustments authorized in the SCC.
- (b) Notwithstanding GCC 34 and 35, if pursuant to **GCC 30** the Parties agree that additional payments shall be made to the Service Provider to cover any necessary additional expenditures, the Contract Price shall be increased by the amount or amounts of any such additional payments.

### 39. Personnel

- (a) In compliance with the provisions of **GCC 20** the Service Provider shall employ and provide such qualified and experienced Personnel and Subcontractors as required to carry out the Services
- (b) The title, agreed job description, minimum qualifications of each of Key Personnel are described in Schedule 2 to the FA
- (c) Except as the Purchaser may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (d) If the Purchaser:



- (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Service Provider shall, at the Purchaser's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

#### **40. Force Majeure**

##### **40.1 Definition**

For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible in the circumstances, and:

- (a) includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies;
- (b) does not include:
  - (i) any event which is caused by the negligence or intentional action of a Party or a Party's Subcontractors or employees, nor any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of the Contract and avoid or overcome in the carrying out of its obligations hereunder.
  - (ii) insufficiency of funds or failure to make any payment required under the Contract.

##### **40.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

##### **40.3 Measures to be Taken**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the



occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) Any period within which a Party shall, pursuant to the Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.
- (d) During the period of their inability to perform the Services because of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:
  - (i) demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Purchaser, in reactivating the Services; or
  - (ii) continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid under the terms of the Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **GCC 47**.

#### **41. Suspension**

The Purchaser may, by written notice to the Service Provider, suspend all payments under the Contract if the Service Provider fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure, and
- (b) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

#### **42. Termination**

##### **42.1. By the Purchaser**

The Purchaser may terminate the Contract if any of the following events occur:

- (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **GCC 41**, within thirty (30) days of receipt of a notice of suspension or within such further period as the Purchaser may have subsequently approved in writing;
- (b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership, whether compulsory or voluntary;
- (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **GCC 47.2**;



- (d) If the Service Provider, in the opinion of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (e) If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations, or interests of the Purchaser;
- (f) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (g) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

If any such event occurs, the Purchaser shall give not less than thirty (30) days' written notice of termination to the Service Provider, except where the event referred to in paragraph (d) occurs, when the Purchaser may terminate the Contract with immediate effect.

#### 42.2. By the Service Provider

The Service Provider may terminate the Contract, by not less than thirty (30) days' written notice to the Purchaser, if any of the following events occurs:

- (a) If the Purchaser fails to pay any money due to the Service Provider pursuant to the Contract and not subject to dispute pursuant to GCC 47 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (c) If the Purchaser fails to comply with any final decision reached because of arbitration pursuant to GCC 47;
- (d) If the Purchaser is in material breach of its obligations pursuant to the Contract and has not remedied the breach within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.

#### 43. Cessation of Rights and Obligations

Upon termination of the Contract, or upon expiration of the Contract pursuant to GCC 11, all rights and obligations of the Parties under the Contract shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in GCC 23;
- (iii) the Service Provider's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC 26; and
- (iv) any right which a Party may have under the laws of Zimbabwe.

#### 44. Cessation of Services

Upon termination of the Contract by notice of either Party to the other, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the



Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

#### **45. Payment upon Termination**

Upon termination of the Contract pursuant to **GCC 42.1 or 42.2**, the Purchaser shall make the following payments to the Service Provider:

- (a) remuneration pursuant to **GCC 31** for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to **GCC 31** for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) to (e) of **GCC 42.1**, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

#### **46. Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) to (f) of **GCC 42.1 or 42.2** has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for settlement in terms of **GCC 47**, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting settlement.

#### **47. Settlement of disputes**

##### **47.1 Amicable Settlement**

The Purchaser and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract or its interpretation.

##### **47.2 Dispute Resolution**

- (a) If, after twenty-eight (28) days, the Parties have failed to resolve their dispute or difference by such mutual negotiation, then either Party may give notice to the other Party of its intention to commence arbitration under the Arbitration Act [Chapter 7:15], as amended.
- (b) Notwithstanding any reference to arbitration in the Contract,
  - (i) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (ii) the Purchaser shall pay any moneys due to the Service Provider.



7.7 SCHEDULE 6: SECONDARY PROCUREMENT FORMS

**Request Form**  
**Secondary Procurement under a Framework Agreement**  
**(method: cascade or direct selection)**

*(The Purchaser issues this RF)*

<b>From:</b>	[Insert Purchaser's legal name]
<b>Purchaser's Representative:</b>	[Insert name of Purchaser's Representative]
<b>Title/Position:</b>	[Insert Representatives title or position]
<b>Address:</b>	[Insert Purchaser's address]
<b>Telephone:</b>	[Insert Representatives telephone number]
<b>Email:</b>	[Insert Representatives email address]

<b>To:</b>	[Insert Service Provider's legal name]
<b>Service Provider's Representative:</b>	[Insert name of Service Provider's Representative]
<b>Title/Position:</b>	[Insert Representatives title or position]
<b>Address:</b>	[Insert Service Provider's address]
<b>Telephone:</b>	[Insert Representatives telephone number]
<b>Email:</b>	[Insert Representatives email address]

<b>Framework Agreement (FA):</b>	[Insert short title of FA]
<b>FA Date:</b>	[Insert FA Date]
<b>FA Reference No.</b>	[Insert FA reference]

<b>RF Ref No.:</b>	[Insert reference]
<b>RF Date:</b>	[Insert date of RF]
<b>RF issued:</b>	This RF has been transmitted by: "post" or "email" or "fax"

**Attachments:**

- Annex 1: Requested services
- Annex 2: Service Provider Form
- Annex 3: Call-off Contract for Supply of Services *[this may be the Call-off Contract Form or another acceptable template]*



This is a Request Form for the provision of Services in accordance with the above Framework Agreement (FA). This is an enquiry document only, constituting an invitation to form a Call-off Contract, and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance.

Annex 1 to this Request Form sets out the Services required and other relevant information. You must submit your Proposal by completing Annex 2.

Attached to this Request Form is a draft Call-Off Contract as Annex 3. The Purchaser is under no obligation to award any Call-Off Contract as a result of this Request Form.

On behalf of the Purchaser:

Signature: \_\_\_\_\_

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

Title/position: \_\_\_\_\_



## ANNEX 1: Requested services

Services to be provided and associated information:

*[Detail here all (a) Services and (b) deliverables with full descriptions of what is required]*

*[You should also define other requirements you wish the Service Provider to respond, such as key the personnel attached to the performance of the services, estimated completion dates]*



## ANNEX 2: Service Provider Form

<b>From:</b>	<i>[Insert Service Provider's legal name]</i>
<b>Service Provider's Representative:</b>	<i>[Insert name of Service Provider's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Service Provider's address]</i>
<b>Email:</b>	<i>[Insert Service Provider's email address]</i>

<b>To:</b>	<i>[Insert Purchaser's legal name]</i>
<b>Purchaser's Representative:</b>	<i>[Insert name of Purchaser's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Purchaser's address]</i>

<b>Framework Agreement (FA)</b>	<i>[Insert short title of FA]</i>
<b>FA Reference No.</b>	<i>[Insert Purchaser's FA reference]</i>
<b>Date of Framework Agreement:</b>	<i>[Insert FA date]</i>

<b>RFQ Ref No.:</b>	<i>[Insert Purchaser's reference]</i>
<b>Date of Quotation:</b>	<i>[Insert date of Quotation]</i>

*[The Service Provider should detail how it proposes to deliver the Services set out in Annex 1, including key personnel, proposed sub-contractors (if any) and estimated completion date]*

### 1. Conformity and no reservations

In response to the above named RF we offer to supply the Services, in conformity with the FA. We confirm that we have examined and have no reservations to the RF, including the Call-off Contract.



**2. Eligibility and conflict of interest**

We declare that we continue to be qualified and meet the eligibility requirements and that we have no conflict of interest.

**3. Performance Security**

If we are awarded the Call-off Contract, we commit to obtain a Performance Security in accordance with the RF.

**4. Not Bound to Accept**

We understand that you reserve the right to annul the RF process at any time prior to the award of a Call of Contract without incurring any liability to Service Providers.

**5. Fraud and Corruption**

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Service Provider:

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title/position:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_



## Sample Letter of Award of Call-off Contract

*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Service Provider]*

Subject: *Notification of Award of Call-off Contract No. ....*

In reference to the Framework Agreement *[insert reference number and date]*

please find inclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within *[insert no of days]*.

"You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security Forms included in the Framework Agreement Secondary Procurement Forms. "

Purchaser's Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Purchaser: \_\_\_\_\_

**Attachment: Call-off Contract**



## Call-off Contract for the supply of Services

<b>Framework Agreement (FA):</b>	<i>[insert short title of FA]</i>
<b>FA Date:</b>	<i>[insert FA date]</i>
<b>FA reference number:</b>	<i>[insert FA reference number]</i>
<b>Services:</b>	<i>[short title for type of Services]</i>

<b>Purchaser:</b>		<b>Service Provider:</b>		
<i>[name of Purchaser]</i>		<i>[name of Service Provider]</i>		
<i>[address]</i>		<i>[address]</i>		
<b>SERVICES (e. g. legal services)</b>				
<i>[key personnel / subcontractors]</i>	<i>[description of Services]</i>	<i>[proposed completion date]</i>	<i>[price]</i>	<i>[expenses]</i>
Special instructions/comments:		<b>Total</b>		



## Contract Documents

The following documents shall be deemed to form and be read and construed as part of this Agreement. The order of priority of the documents is the following:

- a) This Call-off agreement Form.
  - b) Letter of award of Call-off Contract
  - c) Service Provider Form (if applicable)
  - d) Contract Addenda No. \_\_\_\_ (if any)
  - e) Special Conditions of Call-off Contract and by reference the following documents: [...]
  - f) Framework Agreement,
  - g) Section A- Framework Agreement General Provisions,
  - h) Section B- Framework Agreement Specific Provisions
  - i) Schedule 1: Schedule of Requirements *[insert relevant services from Section 4 as applicable to the Call-off contract]*
  - j) Schedule 5: Call-off Contract General Conditions of Contract
- [List any other document]*

- 1) In consideration of the payments to be made by the Purchaser to the Service Provider as specified in this Call-off Contract, the Service Provider hereby covenants with the Purchaser to provide the Services in conformity in all respects with the provisions of the Contract.
- 2) The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

### For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

Date: \_\_\_\_\_

### For and on behalf of the Service Provider

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

Date: \_\_\_\_\_

### Attachment

1. Special Conditions of Call-off Contract
2. Performance Security
3. *[Any other documents]*



## Special Conditions of Call-off Contract (SCC)

This Section includes instructions that are necessary to help the Purchaser to fill the SCC of the Call-Off Contract. The provisions here supplement the respective provisions of the GCC of the same number. In preparing this Section the Purchaser needs to verify that:

- a) It uses the correct version of the SCC
- b) It adds here any provisions needed to supplement the GCC
- c) It includes here any adjustments to the General Provisions of the FA as per necessity and to reflect the specific circumstances of the Call-Off contract.

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Call-off Contract (GCC). Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail.

GCC reference	Special Conditions
GCC 9.1	The effectiveness conditions are the following: <i>[insert conditions]</i> <i>[Note: List here any conditions of effectiveness of the Contract. If there are no effectiveness conditions, delete this SCC].</i>
GCC 10	Latest time for commencement of services <i>[insert time period, e.g.: 30 days]</i> days after the Effective Date.
GCC 11	The Contract shall expire after <i>[insert time period, e.g.: twelve months]</i> from the Effective Date.
GCC 15 (a)	The Member in Charge is <i>[Service Provider to provide details]</i>
GCC 16	The Authorized Representatives are: For the Purchaser: <i>[Insert name and telephone number]</i> For the Service Provider: <i>[insert name and telephone number]</i> <i>[If the Service Provider consists of a joint venture/consortium/ association of more than one entity, specify the entity that is authorized to act on behalf of the other entities in exercising all the Service Provider's rights and obligations towards the Purchaser under this Contract, including without limitation the receiving of instructions and payments from the Purchaser.]</i>
Eligibility GCC 17.1	Nationals of the following countries are ineligible for performance of this Contract <i>[Insert ineligible countries or state none]</i>
Eligibility GCC 17.4	<b>Eligible Countries:</b> All countries are eligible, except for <i>[list countries]</i>
Addresses for notices GCC 18.1	For <b>Notices</b> , the Purchaser's address shall be: Attention: <i>[ insert full name of person, if applicable]</i> Street Address: <i>[insert street address and number]</i> Floor/ Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal ZIP code, if applicable]</i> Country: <i>[insert name of country]</i> Telephone: <i>[include telephone number, including country and city codes]</i> Facsimile number: <i>[insert facsimile number, including country and city codes]</i>



	<p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p> <p><b>Address for notices to the Service Provider:</b>  <i>insert the name of Service Provider's officer authorized to receive notices</i>  <i>[title/position]</i>  <i>[department/work unit]</i>  <i>[address]</i>  <i>[email address]</i></p>
GCC 19(b)	The location for the performance of services are <i>[provide details]</i>
GCC 25	<p><b>Insurance</b></p> <p>The risks and the coverage shall be as follows:  <i>[Insert as appropriate].</i></p>
GCC 29	<p><b>Taxes and duties:</b> The Service Provider, Subcontractors and Personnel shall pay all taxes, duties, fees and other impositions as are levied under the laws of Zimbabwe. <i>[Amend if any tax exemptions apply.]</i></p>
GCC 27.1(c)	<p><b>Service Provider's actions requiring prior approval:</b> <i>[State any other actions for which the Purchaser's prior approval is required or state none.]</i></p>
GCC 28	<p><b>Contract Administration Fee:</b> The Contract Administration Fee set out in Part V of the Fifth Schedule to the Regulations is due upon the signing of the Contract and the applicable Fee is \$ <i>[State applicable fee or delete].</i></p>
GCC 32	<p><b>Contract Price:</b> The contract price is <i>[insert amount(s) and currency]</i></p>
GCC 33	<p><b>Type of Contract:</b> Lump Sum /Time-Based contract <i>[Select the type of contract]</i></p>
GCC 36	<p>The following payment schedule shall apply:  <i>[insert payment terms agreed]</i></p> <p><b>[Note on payment schedules for Lump Sum contracts]</b></p> <p>(a) The following clause is a sample only and must be amended to suit the particular assignment; (b) payments should be linked to a specific event or deliverable (c) the payment schedule should take into account the scope and duration of services (where an assignment is only a few weeks and all Service Providers are local, full payment on completion may be acceptable).</p> <p><b>[Sample clause for Lump Sum contracts – amend as required]</b></p> <ul style="list-style-type: none"> <li>• Thirty (30) per cent of the lump-sum amount shall be paid upon <i>[specify according to the work programme].</i></li> <li>• Fifty (50) per cent of the lump-sum amount shall be paid upon <i>[specify according to the work programme].</i></li> <li>• Twenty (20) percent of the lump-sum amount shall be paid upon <i>[specify according to the work programme].</i></li> </ul> <p><b>[Note on payment schedules for Time-Based contracts]</b></p> <p>Payments are typically made monthly or quarterly for the actual inputs</p>



	<p>provided. The payment schedule should be specifically drafted for each contract.</p> <p><b>[Sample clause for Time-Based contracts – amend as required]</b></p> <ul style="list-style-type: none"> <li>Monthly payments shall be made for the actual inputs provided and reimbursable costs incurred, against invoices supported by itemized statements and supporting documentation.</li> </ul> <p>The final payment shall be made after <i>[specify according to the scope of work involved]."</i></p>
GCC 36(a)	<p><b>The Service Provider Account(s):</b> <i>[Service Provider to insert Bank Account details for payment]</i></p>
GCC 37(a)	<p><b>Payment period:</b> Payments shall be made within 60 days from submission of a correct payment request. <i>[Amend as necessary]</i></p>
GCC 37(b)	<p><b>Payment Documentation:</b> The following documentation shall be required to support request for payment: <i>[List the full requirements for documentation to effect payment e.g.:</i></p> <p><b>Sample clause for Lump Sum Contracts</b></p> <p><i>(a) reports or other deliverables</i></p> <p><b>Sample clause for Time Based Contracts</b></p> <p><i>(a) Timesheets for key Personnel;</i></p> <p><i>(b) evidence of reimbursable expenditure</i></p>
GCC 37(d)	<p><b>Interest for late payment:</b> <i>[State whether interest will be paid at the rate set by the Reserve bank of Zimbabwe for payments that are delayed by more than fifteen days beyond the due date.]</i></p>
GCC 38	<p><b>Price Adjustment:</b> <i>[State whether any price adjustment will be allowed and, if so, the basis for any such adjustment.]</i></p>





7.8 SCHEDULE 7: LIST OF PURCHASERS (IF APPLICABLE)

LIST OF PURCHASERS (IF APPLICABLE)

*[delete this section if this is a Single-User FA i.e. single Purchaser FA]*

The following entities are participating as Purchasers in this Framework Agreement.

#	Name of Purchaser	Address	Representative
1.	<i>[insert complete name of Lead Procuring Entity/Purchaser #1]</i>  <i>[insert the type of legal entity]</i>	<i>[insert the address of the principal place of business]</i>	Name:  Title/position:  Phone:  Mobile:  E-mail:
2.	<i>[insert complete name of Purchaser #2]</i>  <i>[insert the type of legal entity]</i>	<i>[insert the address of the principal place of business]</i>	Name:  Title/position:  Phone:  Mobile:  E-mail:
3.	<i>[insert complete name of Purchaser #3]</i>  <i>[insert the type of legal entity]</i>	<i>[insert the address of the principal place of business]</i>	Name:  Title/position:  Phone:  Mobile:  E-mail:

POWERTEL COMMUNICATIONS  
SIGNED: *[Signature]*  
DATE: 12-5-23  
PROCUREMENT DEPT