

**THE PEOPLES OWN SAVINGS BANK (POSB)**



**STANDARD BIDDING DOCUMENT**

**PROVISION OF IMPORTS CLEARING SERVICES USING FRAMEWORK AGREEMENTS AND  
SUBSEQUENT CALL-OFF CONTRACTS**

<b>Request for Proposal of:</b>	<b>Provision of imports clearing services using framework</b>
<b>Procurement Reference</b>	<b>POSB/FRAM/ POSB292025</b>
<b>Procuring Entity:</b>	<b>The Peoples Owns Savings Bank</b>
<b>Publication Date:</b>	<b>28 April 2025</b>
<b>Closing date &amp; time</b>	<b>21 May 2025: 1000hours</b>

## INTRODUCTION

This Standard Bidding Document (SBD) has been prepared with a view to forming Framework Agreements (FA) for Procurement of Imports clearing services using Framework Agreements and Subsequent call off contracts POSB with two suppliers 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 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 the framework agreement, in accordance with section 30(3) (b) of the PPDPA Act.

<b>Standard Bidding Document for the Procurement of</b>	Procurement of imports clearing services using framework agreements and subsequent call off contracts
<b>Procurement Reference No.</b>	POSB 29 2025
<b>Date of Issue</b>	28 April 2025
<b>Date of closing</b>	21 May 2025
<b>Procuring Entity</b>	People's Own Savings Bank (POSB)
	Causeway Building, Cnr 3 <sup>rd</sup> and Central Avenue, Harare
	0242 252595/6
	procurement@posb.co.zw
	<a href="https://www.posb.co.zw">https://www.posb.co.zw</a>
<b>Procuring Entity entitled to award Call-Off Contracts under the FA</b>	People's Own Savings Bank (POSB)

## SECTION 1 – BIDDING PROCEDURES

The rules contained in this section govern the procedures for the formation of an open Framework Agreement (FA) for the Procurement of imports clearing services to be carried out by THE PEOPLES OWN SAVINGS BANK for a 2-year period.

### 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 Peoples Own Savings Bank issues this Bidding Document (BD) as part of the Primary Procurement process for the provision of Import clearing services through an Open Framework Agreement (FA) to be concluded with the successful Bidder(s), as defined in Sections 5 and 6 (*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 supply of Goods.
- d) “*Delivery Period*” is the specified period from the date of formation of a *Call-off Contract* for delivery of the Goods, as per the applicable Incoterms.
- e) “*Framework Agreement (FA)*” means an agreement between a Lead Procuring Entity and a Bidder (or Bidders consisting of two or more competing suppliers 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 and, where appropriate, the quantities envisaged.

- f) “*Closed Framework Agreement*” means a Framework Agreement where the Procuring Entity [*in single user FA*] cannot or a new firm(s) cannot conclude Framework Agreement(s) during the Term of the Framework Agreement.
- g) “*Open Framework Agreement*” means a Framework Agreement is where the 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.
- h) “*Goods*” means all goods, materials, or *items* that the *Supplier*, as defined hereinafter, is required to supply to a *Purchaser*, as defined hereinafter, under a *Call-off Contract* placed under a Framework Agreement. Details of such Goods are set out in Section 4 – Statement of Requirements, of this BD, in the Framework Agreement and particularly described in the *Call-off Contract*.
- i) “*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.
- j) “*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*.
- k) “*Multi-Supplier Framework Agreement*” means a Framework Agreement where more than one Bidder (*Supplier*) concludes a Framework Agreement for the supply of each *item/Lot*;
- l) “*Primary Procurement*” means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this BD.
- m) “*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.
- n) “*Purchaser*”, as specified in this BD, means the procuring entity(ies) that is/are permitted to purchase Goods from a *Supplier* under a *Call-off Contract* awarded through a Framework Agreement.
- o) “*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 *Suppliers*, 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.

- p) “*Secondary Procurement*” means the process described in the Framework Agreement and followed by a *Purchaser* to select a *FA Supplier* and award a *Call-off Contract* for the supply of Goods.
- q) “*Single-Purchaser/Single User Framework Agreement*” means a Framework Agreement where there is only one *Purchaser*.
- r) “*Single-Supplier Framework Agreement*” means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each *item/Lot*;
- s) “*Supplier*” 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 Goods as and when required. A Supplier may also be referred to as a “*FA Supplier*”;
- t) “*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 Peoples Own Savings Bank , 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, sub-consultants, service providers, suppliers, 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, bankruptcy or being wound up, not to have 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 payment due under the National Social Security Authority Act [Chapter 17:14].
- d) Not have , neither they nor any of their officers , in the five years immediately preceding the initiation of the procurement proceedings:
- e) Been convicted in any country of an offence related to their professional conduct of the making of false statements or misrepresentations as to their qualifications; or
- f) 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.
- g) Not having a conflict of interest in relation to this procurement requirement.
- h) 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;
- i) Have the nationality of an eligible country as specified in the special conditions of Call- of contract; and
- j) Have been registered with the Authority as a Supplier and have paid the applicable Supplier Registration Fee set out in Part III of the Fifth Schedule to the Regulations.
- k) Bidders must prove their continued eligibility throughout the phases of primary and secondary procurement in accordance with the requirements of the Procuring Entity. b

As such, **Bidders must submit the following mandatory requirements:**

- i. Company registration documents which must include Certificate of Incorporation, CR14 (Clearly showing the list of directors) and CR6 (Clearly showing the Physical Address) Memorandum of articles and company profile.
- ii. Declaration on the bidder's letterhead that the bidder is not 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.
- iii. A valid tax clearance certificate. **The tax clearance must be valid on the deadline day of submission.**
- iii. Must submit Vat registration certificate
- iv. A valid NSSA Clearance/Compliance Certificate confirming that the bidder has fulfilled their obligations to pay 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]. **The clearance/compliance certificate must be valid on the deadline day of submission.;**
- v. Declaration on bidders' letterhead showing that the bidder has no conflict of interest in relation to the procurement requirement.
- vi. Declaration on the bidder's letterhead that the bidder has not been debarred from participation in public procurement under section 72 (6) of the Act and section 74 (1) (c), (d) or (e) of the regulations declared ineligible under section 99 of the Act.
- vii. A valid proof of registration with PRAZ. Only those with PRAZ certificated registered under the category Customs clearance and related Import and Export services (SC010)
- viii. Three written and signed trade reference letters under a company issuing letters of similar work.
- ix. Proof of being registered with an Association, for example SFFAZ.
- x. Proof of having a bond licence.
- xi. Proof of having a public liability cover.
- xii. Bidder should state a bid validity period which must be at least 120 days

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

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 Goods 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. Eligible Goods**

1.5.1. All the Goods to be supplied under a Call-off Contract awarded under the Framework Agreement must have as their country of origin an eligible country, as specified in the Special Conditions of the Call-off Contract.

1.5.2. For purposes of this FA, the term "Goods" means various types of Import and Clearing services.

1.5.3. The term "origin" means the country where the Goods have been produced, manufactured, or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.



## **1.6. Clarification of Bidding Document**

- 1.6.1. Clarification of the bidding document may be requested in writing to [procurement@posb.co.zw](mailto:procurement@posb.co.zw) or on egp portal by any Bidder before **14 May 2025**.
- 1.6.2. The Peoples Own Savings Bank 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.
- 1.6.3. 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 1.7 below.

## **1.7. Amendment of Bidding Document**

The Peoples Own Savings Bank 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.

## **1.8. Preparation of bids**

### **1.8.1. 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
  - (i) By sending a request through email to: [procurement@posb.co.zw](mailto:procurement@posb.co.zw).
  - (ii) By downloading on the egp platform.
  - (iii) By downloading from The Peoples Own Savings Bank website: <https://www.posb.co.zw>.

### **1.8.2. Language of Bid**

- a) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring 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.

### **1.8.3. Documents Comprising the Bid**

- a) Bidders are requested to bid for the provision of Clearing service of the goods 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;
  - Price Schedules: completed in accordance with Section 3 – Bidding Forms;
  - Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder;
  - Qualifications: documentary evidence in accordance with Section 3 – Bidding Forms, establishing the Bidder's qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;
  - Bidder's Eligibility: documentary evidence in accordance with Section 3 – Bidding Forms, establishing the Bidder's eligibility to Bid;
  - Eligibility of clearing services: documentary evidence in accordance with Section 1.5. establishing the eligibility of the Clearing services to be supplied by the Bidder;
  - Conformity: documentary evidence in accordance with Section 3 – Bidding Forms, that the Clearing services conform to 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.
- b) Bidders are also required to pay the administration fee of USD\$ 350 or ZWG equivalent payable by bidders for bids subject to prior review by the Special Procurement Oversight Committee in terms of section 54 of the Act and as set out in Part IV of the Fifth Schedule to the Regulations.

#### 1.8.4. Letter of Bid and Price Schedules

- a) The Letter of Bid and Price 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;
- b) The bidder shall fill the Price Schedules for the Goods according to their origin and according to the Clearing services using the forms in Section 3 – Bidding Forms.

#### 1.8.5. Alternative Bids

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

#### 1.8.6. Bid Prices and Discounts

- a) The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below. The Bidder must indicate the value of taxes and customs duties and any additional expenses for transport to the final destination of the Goods as specified in the Price Schedules of Section 3 – Bidding Forms;
- b) Bidders shall provide their prices for Clearing services in the respective Price Schedules;
- c) In quoting prices, Bidder is free to use transportation through carriers registered in any eligible country and similarly may obtain insurance services from any eligible country. The Bidder shall indicate any unconditional discounts and the methodology for their application in the Letter of Bid;
- d) For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions;
- e) The terms EXW, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- f) Prices shall be quoted as specified in each Price Schedule included in Section 3 – Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Procuring Entity. This shall not in any way limit the Purchaser's right to award a Call-off contract on any of the terms offered.

#### 1.8.7. Documents Establishing the Eligibility of the Goods

- a) To establish the eligibility of the Goods in accordance with Section 1.5. Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section 3 – Bidding Forms.
- b) To establish the conformity of the Goods, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section 4 – Statement of Requirements.
- c) The documentary evidence may be in the form of printed literature, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Section 4 – Statement of Requirements.

#### 1.8.8. Validity of Bids

The minimum period for which the Bidder's bid must remain valid is 120 days from the deadline for the submission of bids.

#### 1.8.9. Format and Signing of Bid

- a) The Bidder shall prepare the document comprising the Bid.
- 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 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.

#### 1.8.10. 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 requirement is one lot.

#### 1.8.11. 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.

## 1.9. Submission and opening of bids

### 1.9.1. 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 Procuring 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.

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

Date of deadline: 21 May 2025 Deadline Time: 1000HRS

Submission address: **Electronic government procurement system (EGP)**

### 1.9.3. Bid opening

Bidders and their representatives may witness the opening of bids, which will take place on the **electronic government procurement system (EGP)**

## 1.10. 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.

## 1.11. Clarification of bids

1. To assist in the examination, evaluation and comparison of Bids, the Procuring Entity, may, at its discretion, ask any Bidder for 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 Procuring Entity.

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

Bids will be evaluated using the following methodology:

1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of Bidders in terms of section 28 (1) of the Regulations and to confirm that the Bid is administratively compliant in terms of section 28 (2) of the Regulations.
2. Technical evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements.
3. Financial evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.

Bids failing any stage will be eliminated and not considered in subsequent stages.

### **1.13. 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. The procurement requirement will not be subject for review by SPOC.

### **1.14. Evaluation criteria**

The evaluation of the Bids will take into account, **in addition to the Bid Price**, the following criteria and methodologies.

### **1.15. Technical criteria**

The Technical Specifications contained in Section 4 – Statement of Requirements detail the minimum specification of the Goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification. No alternatives will be considered

### **1.16. DOMESTIC PREFERENCE**

A margin of preference, in accordance with the procedures outlined in Section 29 of the Act and Section 8 of the Regulations, will not apply.

### **1.17. BID SECURITY**

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

### **1.18. 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/>.

### **1.19. 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.

### **1.20. Award of Framework Agreement**

This is an Open Framework Agreement.

#### **1.20.1. Multi-Supplier Framework Agreement:**

The Peoples Own Savings Bank 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 evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on. (bidders to be ranked in terms of costs after being administratively responsive to mandatory requirements 1.4.1 and Section 4 of technical specifications)
- (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 (y) number of suppliers specified in Section 2 – Bid Data Sheet.



- (c) If the number of Bidders is less than the minimum (x) 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;

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

- (a) The proposed award of contract will be by issue of a Notification of the Contract Award in accordance with Sections 5 and 6 (Procuring Entity Forms 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 Procuring 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.

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

1. The Secondary Procurement method that shall apply in selecting FA supplier 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 Suppliers must continue to be qualified and eligible, and the Goods 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 Imports clearing services (Automated teller machines, Debit cards , Mastercard printers ) to be procured shall complement the provisions in Section 1 – Bidding Procedures.

<b>A. General</b>
The Procuring Entity is: <i>The Peoples Own Savings Bank</i> The name of the BD for the FA Agreement is: <i>Procurement of Imports and Exports clearing services using Framework Agreements and Subsequent call off contracts.</i> The reference number of the BD for the FA Agreement is: <i>POSB29/2025</i> The Procuring Entity : The Peoples Own Savings Bank <i>OPTION 1: "the Procuring Entity that will conclude, administer and manage the Framework Agreement, and be the sole Purchaser under the Framework Agreement."</i>
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 The Peoples Own Savings Bank
<b>Multi-Supplier Framework</b> This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.
The maximum number of members in a Joint Venture (JV) shall be: Two (2)
<b>B. Preparation of Bids</b>
Bidders may quote their unit prices against any item and estimated quantities over the FA period or one or more of the ranges of Call-off quantities for the item as specified in the Schedule of Prices.]
The price to be quoted in the Letter of Bid shall be (i) the total bid prices against the estimated quantities over the FA period or (ii) the unit bid price against the range of Call-off quantities, as specified in the Schedule of prices.

The **Incoterms** edition that will apply to Framework Agreement Call-off Contracts is:  
*DDP Allied*

*The Peoples Own Savings Bank (POSB HQ, Causeway Building, Corner 3<sup>rd</sup> & Central Avenue)*

**Final Destination/s (Project Sites)** will be specified in each Call-off Contract awarded under the Framework Agreement.

Bids must be expressed in the following currency: USD

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

**Manufacturer's authorization** is not required.

**Local Representative in Zimbabwe for after sales service** is not required.

The **Bid validity period** shall be **120** days.

### C. Evaluation of Bids

Evaluation will be done for Lots  
Bids will be evaluated lot by lot.

The consideration of other factors during the evaluation, in addition to the Bid Price quoted, include the factors set out below as more fully described in Section 1.13. – Evaluation Criteria.

- (a) **Life cycle costs:** the costs during the life of the Imports clearing services “No”.
- (b) **The performance and productivity of the equipment offered;** “No”.

### D. 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 five (5) days of receipt of the same.

## SECTION 3 – BIDDING FORMS

Letter of Bid

Primary Procurement - Framework Agreement (Imports clearing services)

*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 – Goods [ Import and export clearance]**

**Date and Time of this Bid submission:** 28 May 2025, 1000hours

**Procurement Ref. No:** POSB 29/2025

**To: The Peoples Own Savings Bank**

- (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) **Eligible Goods:** If we conclude a Framework Agreement, the Goods that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with **Section 1.5;**
- (d) **Conformity:** We offer to supply, in conformity with the Bidding Document and in accordance with Section 4 – Statement of Requirements, the following Goods:  
[insert a brief description of the Services];
- (e) **Bid Price:** As indicated in price schedule forms
- (f) **Bid Validity Period:** Our Bid shall be valid for the period specified in **Subsection 1.8.8.** from the date fixed for the Bid submission deadline specified in **Subsection 1.9.2.** (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 1.8.11.;**

- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, 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			

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

- (k) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Entity/Purchaser(s) to purchase any import clearing services from any FA Supplier 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 total quantities or value of the imports clearing services that may be ordered 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 Goods

*[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>



- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with **Subsections 1.4.1.(a) 1.4.2. 1.4.3.**
- ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with **Subsection 1.4.3.**

**Bidder's JV Members Information Form**  
**Primary Procurement - Framework Agreement Goods**

*[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 <b>Subsections 1.4.1.(a) 1.4.2. 1.4.3.</b>

**Price Schedule Forms**

**Note to the Purchaser:**


Two set of Price Schedule templates are provided for multi-supplier based on range of Call-off quantities and Single-Supplier FA based on estimated quantities over the FA period, respectively. The Purchaser shall use either one of the sets depending on the type of FA and delete the other.

For Multi-Supplier FA, if the Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity find it to be more appropriate to provide estimated quantities over the FA period instead of range of quantities for individual Call-offs, use the set of tables for single supplier FA.]

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods specified by the Lead procuring Entity, the Procuring Entity or the Responsible Contracting Entity in the Schedule of Requirements.]

**Declaration by the Accounting Officer**

I declare that the procurement is based on neutral and fair technical requirements and the Consultant's qualifications.

G Changunda ..... Signature  Date .....  
Chief Executive Officer

pp  
Signed on 8 May 2025, 9:27 AM CAT



**STANDARD BIDDING DOCUMENT PROCUREMENT OF SERVICES FOR THE PROVISION OF IMPORTS CLEARING SERVICES USING FRAMEWORK AGREEMENTS**  
**PROCUREMENT REFERENCE NO: POSB/FRAM/POSB29/2025**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Line-Item No</b>	<b>Description of Service</b>	<b>UOM</b>	<b>Delivery Period as defined by incoterms</b>	<b>Indicative Quantity and Physical un per individual Call- off</b>	<b>Service Charge Formula</b>
			3 days	Minium number of units to be supplied and name of the physical unit	<b>Service Charge Formula</b>
1	Clearing of Automated Teller Machines Annexure one (1)			See Annexure one (1)	
2	Clearing of Debit /Mastercard's Annexure two (2)			See Annexure two (2)	
3	Clearing of Mastercard Printer Annexure three (3)			See Annexure three (3)	

## SECTION 4 – STATEMENT OF REQUIREMENTS

### Technical Specifications

*The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods required by the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity. The Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall prepare the detailed TS take into account that:*

- The TS constitute the benchmarks against which the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation of the Bids by the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity.*
- The TS shall require that all Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.*
- The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Goods.*
- Standards for equipment, materials, and workmanship specified in the BD shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other standards or codes of practice are referred to in the TS, whether from the Purchaser's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*

- Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
  - (a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
  - (b) Any sustainable procurement technical requirements shall be clearly specified.
  - (c) Detailed tests required (type and number).
  - (d) Other additional work required to achieve full delivery.
  - (e) Detailed activities to be performed by the Supplier, and any relevant activities by the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity.
  - (f) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied if such guarantees are not met.

*[The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall include an additional ad-hoc Bid form (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.*

*[When the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity requests that the Bidder provides in its Bid a part or all the Technical Specifications, technical schedules, or other technical information, the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall specify in detail the nature and extent of the required information and the way it has to be presented by the Bidder in its Bid.]*

*[If a summary of the Technical Specifications (TS) must be provided, the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

**Summary of Technical Specifications.** The Goods shall comply with following Technical Specifications and Standards:



Item No <sup>1</sup>	ITEM	(Technical Specifications and Standards)	Quantities over a 2- year period approximately not specific	Compliant /Not Compliant
1	Customs Clearance	Customs clearing	Various times	

**Detailed Technical Specifications and Standards** *[insert whenever necessary]*.

*[Insert detailed description of TS]*

**NB-Bidders should state whether there are “Compliant” or “Not Compliant” on each and every Lot. Bidders should fully comply on Technical Requirements of the tender above. The above quantities are just indicative quantities over the 2-year period. As such for evaluation purposes bidders should bid DDP unit prices as per above Price Schedule.**