#### THE PEOPLE'S OWN SAVINGS BANK (POSB)



#### STANDARD BIDDING DOCUMENT

## PROVISION OF ROADSHOW TRUCK HIRE SERVICES USING FRAMEWORK AGREEMENTS AND SUBSEQUENT CALL-OFF CONTRACTS

Request for Proposal of:	Provision Of Roadshow Truck Hire Services using framework
Procurement Reference	POSB EX/103/2025
Procuring Entity:	The People's Owns Savings Bank
Publication Date:	16 May 2025
Closing date & time	16 June 2025: 1000hours

#### INTRODUCTION

This Standard Bidding Document (SBD) has been prepared with a view to forming Framework Agreements (FA) for Provision of Roadshow Truck Hire Services using Framework Agreements and Subsequent call off contracts POSB with three 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.

Standard Bidding Document for the	Provision of Roadshow Truck Hire
Procurement of	Services using framework agreements
	and subsequent call off contracts
Procurement Reference No.	POSB 29 2025
Date of Issue	16 May 2025
Date of closing	16 June 2025
Procuring Entity	People's Own Savings Bank (POSB)
	Causeway Building, Cnr 3 <sup>rd</sup> and Central
	Avenue, Harare
	0242 252595/6
	procurement@posb.co.zw
	https://www.posb.co.zw
Procuring Entity entitled to award Call- Off Contracts under the FA	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 Provision of Roadshow Truck Hire Services to be carried out by THE PEOPLE'S OWN SAVINGS BANK for a 2-year period.

#### **References:**

References to the Act are to the Public Procurement and Disposal of Public Assets Act [Chapter22:23] 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 People's Own Savings Bank issues this Bidding Document (BD) as part of the Primary Procurement process for the Provision of Roadshow Truck Hire 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 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;
- "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

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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 People's 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.
- 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 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 certificates registered under the correct category will be considered.
- viii. Three written and signed trade reference letters under a company issuing letters of similar work done in the past 5 years.
- ix. Proof of vehicle ownership in the form of registration books.
- x. The bidder should state a bid validity period which must be at least 120 days
- xi. Proof of payment of \$350.00 SPOC administration fees

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 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 to <u>procurement@posb.co.zw</u> or on <u>egp portal</u> by any Bidder before **06 June 2025**.
- 1.5.2. The People's 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.
- 1.5.3. 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 People's 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.

#### 1.7. 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
  - (i) By sending a request through email to: procurement@posb.co.zw.
  - (ii) By downloading on the egp platform.

(iii) By downloading from The People's 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.

## 1.7.3. Documents Comprising the Bid

- a) Bidders are requested to bid for the provision of Roadshow Truck Hire 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;
  - 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 Provision of Roadshow Truck Hire Services: documentary evidence in accordance with Section 1.5.
   establishing the eligibility of the Provision of Roadshow Truck Hire Services to be supplied by the Bidder;
- Conformity: documentary evidence in accordance with Section 3 Bidding Forms, that the Provision of Roadshow Truck Hire 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.
- 1.7.4. 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 services according to their origin and according to the Provision of Roadshow Truck Hire Services using the forms in Section 3 – Bidding Forms.

## 1.7.5. Alternative Bids

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

#### 1.7.6. 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 Services as specified in the Price Schedules of Section 3 – Bidding Forms;
- b) Bidders shall provide their prices for Provision of Roadshow Truck Hire 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.

## 1.7.7. Documents Establishing the Eligibility of the Services

- a) To establish the eligibility of the Services 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 Services, the Bidder shall furnish as part of its Bid the documentary evidence that the Services 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 Services, demonstrating substantial responsiveness of the Services to the technical specification, and if applicable,

a statement of deviations and exceptions to the provisions of Section 4 – Statement of Requirements.

#### 1.7.8. 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.

#### 1.7.9. 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.

#### 1.7.10. 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 requirement is one lot.

#### 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 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.

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

Date of deadline: 16 June 2025 Deadline Time: 1000HRS

Submission address: Electronic government procurement system (EGP)

1.8.3. Bid opening

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

## 1.9. 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 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.

## 1.11. 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.

#### 1.12. 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 be subject for review by SPOC. Bidders are therefore required to pay non-refundable \$350 SPOC Administration fees.

#### 1.13. Evaluation criteria

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

#### 1.14. Technical criteria

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

#### 1.15. 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.

## 1.16. 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 <u>http://www.rbz.co.zw/</u>.

## 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-Supplier Framework Agreement:

The People's 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;

#### 1.19.2. 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.

## 1.20. 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 Calloff Contract, FA Suppliers 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.
- 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

## **Declaration by the Accounting Officer**

I declare that the procurement is based on neutral and fair technical requirements and bidder qualifications.

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Chief Executive Officer Signed on 14 May 2025, 2:29 PM CAT

## SECTION 2 – BID DATA SHEET

The following specific data for Provision of Roadshow Truck Hire Services 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]

## A. General

The Procuring Entity is: The People's Own Savings Bank

The name of the BD for the FA Agreement is: Provision of Roadshow Truck Hire Services using Framework Agreements and Subsequent call off contracts.

The reference number of the BD for the FA Agreement is: POSB29/2025

The Procuring Entity : The People's Own Savings Bank

OPTION 1: "the Procuring Entity that will conclude, administer and manage the Framework Agreement, and be the sole Purchaser under the Framework Agreement."

This Primary Procurement will conclude a Single-Purchaser Framework Agreement

## Purchasers

The Purchaser(s) that are permitted to purchase under the Framework Agreement is The People's Own Savings Bank

#### **Multi-Supplier Framework**

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.** Preparation of Bids

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 People's 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

Bidder is not required to quote in ZWG local 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 Provision of Roadshow Truck Hire Services "No".
- (b) The performance and productivity of the equipment offered; "YES".
- 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 Provision of Roadshow Truck Hire 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 – Provision of Roadshow Truck Hire Services Date and Time of this Bid submission: 16 June 2025, 1000hours

Procurement Ref. No: POSB EX 103/2025

- To: The People's 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 Services**: If we conclude a Framework Agreement, the Services 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 Services: [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 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 Road show truck hire services from any FA Supplier during the Term of the Framework Agreement.
- (1) 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 of Roadshow Truck Hire Services s 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.

Bidder]	•••••	•••••	•••••	[insert comp	•••••			the 
Name of	he pers	on du	ly author	ized to sign	the Bid o	on behalf o	f the Bidder	: ** [insert
complete	e name o	of pei	rson duly	authorized t	o sign th	е		
Bid]		•••••					••••••	· •
Title of the	e person	signi	ng the Bio	<b>d</b> : [insert cor	nplete ti	tle of the p	erson signir	ng the
Bid]	•••••	•••••					••••••	
Signature	of the p	ersor	named	<b>above</b> : [inse	rt signati	ure of pers	on whose n	ame and
capacity	are sho	wn						
above]		•••••	•••••		•••••	•••••		
-	-		-	ng] <b>day of</b> [i				

\* 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** 

# **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] Ρ

1. Bidder's Name [insert Bidder's legal

namel

2. In case of JV, legal name of each member: [insert legal name of each member in

JV1

3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]

4. Bidder's year of registration: [insert Bidder's year of registration]

5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]

6. Bidder's Authorized Representative Information

**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]

7. Attached are copies of original documents of [check the box(es) of the attached original documents]

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 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: [insert Bidder's legal name] 2. Bidder's JV Member's name: [insert JV's Member legal name] 3. Bidder's JV Member's country of registration: [insert JV's Member country of registration] 4. Bidder's JV Member's year of registration: [insert JV's Member year of registration] 5. Bidder's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration] 6. Bidder's JV Member's authorized representative information Name: [insert name of JV's Member authorized representative] Address: [insert address of JV's Member authorized representative] **Telephone/Fax numbers:** [insert telephone/fax numbers of JV's Member authorized representative] **Email Address**: [insert email address of JV's Member authorized representative] 7. Attached are copies of original documents of [check the box(es) of the attached original documents] □ 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.

STANDARD BIDDING DOCUM	MENT PROCUREMENT OF SERVICES FOR THE PROVISION OF ROA	DSHOW TRUCK HIRE
SERVICES	5 USING FRAMEWORK SERVICES REFERENCE NO: POSB EX103/20	25

Technical Proposal Authorized By:

Signed		Name:
-	y of:	
-	Y) Duly authorised for an	d on behalt of:
Firm		
Address:		

#### 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 Services specified by the POSB in the Schedule of Requirements.] The areas provided are for evaluation purposes only. The actual sites to be visited will be discussed with the winning bidders.

1	2	3	4	6
Line-Item No	Description of Service	Daily rate local	Delivery Period as defined by incoterms	Total Price
1	<ul> <li>15 tonne truck, with digital screens, generator/power, PA System, at least threeActivators, own fuel and driver</li> <li>Itinerary: 4 days (Harare, CBD, Epworth, Norton and Mufakose)</li> <li>(Roadshows to be provided in Harare CBD, Epworth, Norton and Mufakose with a full day in each area, 8 AM- 4:30PM) for Q2</li> </ul>			
Line-Item No	Description of Service	Daily rate out of Harare	Delivery Period as defined by incoterms	Total Price
2	15 tones, fit to be driven in the named areas, with digital screens, generator/power, PA System 7 days (Roadshows to be provided in Mutare CBD, Nhedziwa in (Chimanimani), Checheche in Chipinge, and Murambinda in Buhera with a full day in each area, 8 AM-4:30PM).			

#### **SECTION 4 – STATEMENT OF REQUIREMENTS**

## **Technical Specifications**

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the services required by the Bank shall prepare the detailed TS take into account that:

 The TS constitute the benchmarks against which the Bank 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, Summary of Technical Specifications. The Services shall comply with following Technical Specifications and Standards:

ltem No¹	ITEM	(Technical Specifications and Standards)	Compliant /Not Compliant
1	<ul> <li>Roadshow Truck hiring-</li> <li>15 tonne truck, with digital screens, generator/power, PA System, at least three Activators, own fuel and driver</li> <li>Truck to be branded exterior and interior</li> <li>To include to mobilization vehicle for staff</li> </ul>		
	<ul> <li>MC, DJ and at least 3 Activators, (These should be able to speak local languages fluently)</li> <li>Service provider to include, for all venues,</li> </ul>		
	police and censorship Board clearances and approvals • To include high quality PA system and power source e.g. generator		
	<ul> <li>Itinerary: 4 (Harare CBD, Epworth, Norton and Mufakose) (Roadshows to be provided</li> </ul>		

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.

#### DETAILED STATEMENT OF REQUIREMENTS

#### 1. Introduction

This Statement of Requirements (SoR) outlines the requirements for the provision of roadshow truck hire services for POSB's upcoming promotional event/campaign. The roadshow truck must be capable of effectively engaging customers and promoting POSB's services across various locations. The selected supplier must meet all operational, logistical, and safety requirements as specified below.

#### 2. Objective

The objective of the roadshow truck hire is to create a dynamic, engaging, and professional POSB promotional experience across selected locations. The truck will serve as a mobile POSB activation space, equipped with digital screens, PA systems, and staffed by a team of experienced professionals.

#### 3. Scope of Services

#### 3.1 Vehicle Specifications

• **Truck Type**: A 15-ton road show truck capable of being driven on most roads around the country.

#### Vehicle Requirements:

- The truck must be roadworthy and fit to be driven in the designated areas.
- The vehicle should be capable of handling varying road conditions, including both urban and rural settings.
- Branding:
  - The truck must be branded with POSB's logo and colors on both the exterior and interior to match POSB's branding guidelines.
  - Branding must be of high quality and clearly visible.
- Digital Screens:
  - The truck must be equipped with at least one (1) high-definition digital screen on the exterior (for public display) and interior (for customer interaction).
  - The digital screens should be capable of displaying both static and dynamic content (video, animations, etc.).
- Power and Generator:
  - The truck must include a reliable power source (e.g., generator) sufficient to operate the digital screens, lighting, sound system, and any other equipment used during the event.

#### 3.2 Staffing and Operational Requirements

• Driver:

- The supplier must provide a qualified driver who is fully licensed and experienced in driving large trucks (15-ton vehicles) across the designated areas.
- The driver should ensure that all transportation is completed safely and in compliance with local road regulations.

#### • Fuel:

• The supplier must provide and manage all fuel requirements for the roadshow truck.

## • Event Staff:

- The supplier must provide the following personnel:
  - MC: A professional Master of Ceremonies (MC) fluent in [local languages].
  - **DJ**: A DJ capable of managing audio entertainment and music for the event.
  - Activators: At least three (3) brand activators fluent in local languages to interact with attendees and facilitate engagement activities.

## 3.3 Supporting Services

## Mobilization Vehicle:

• The supplier must provide a mobilization vehicle for transporting at least 5 staff members to and from the event locations, if required. This vehicle should be equipped with seating for staff and should be able to accommodate any necessary event materials.

## Clearance and Approvals:

- The supplier is responsible for obtaining all necessary permits, approvals, and clearances from relevant authorities, including but not limited to:
  - **Police**: Necessary permits for traffic and crowd control at each event location.
  - **Censorship Board**: Approval of any content displayed on the truck's digital screens and any promotional material used during the event.

## 3.4 Sound System and Power

- PA System:
  - The truck must be equipped with a high-quality PA system suitable for outdoor events. The system must be capable of providing clear sound to large crowds.
  - The PA system must include microphones (handheld and/or wireless), speakers, and amplification sufficient for all venues.
- Power Source:

- A reliable generator or equivalent power source must be provided to ensure continuous operation of the truck's digital screens, sound system, and other equipment.
- The power source should be capable of handling high loads without risk of failure.

#### 4. Event Dates and Locations

- Event Dates: Actual Dates will be shared with winning bidders]
- **Event Locations**: The roadshow truck will travel to multiple venues across the following locations: [List of areas will be shared with winning bidders].

#### 5. Performance Criteria

The selected supplier must meet the following performance standards:

- **Reliability**: The truck and its supporting services (staff, equipment, and logistics) must be punctual, with all setups completed on time.
- **Professionalism**: The truck must be clean, well-maintained, and in excellent working condition throughout the campaign.
- **Staff Expertise**: The MC, DJ, and activators must be highly professional, engaging, and fluent in the local languages.
- **Engagement Quality**: The digital screens, PA system, and overall setup should enhance attendee engagement and promote POSB's services effectively.

## 6. Payment Terms

- **Payment Terms**: Payments will be made as follows: [Full payment upon completion of service. Advance payment of up to 50% can be arranged upon submission of a Bank Guarantee from a commercial Bank of the same amount being requested. This facility is only available if the amount requested is above US\$20,000.00].
- Additional Costs: The supplier must specify any additional costs for services not covered by the base hire fee (e.g., additional staff, extended hours, etc.).

7.Selection Criteria: Proposals will be evaluated based on the following:

- o Compliance with specifications and requirements.
- Experience with similar road show campaigns.
- Cost-effectiveness and value for money.
- Quality of proposed staff (MC, DJ, activators) and their language proficiency.

## 8. Evaluation and Selection Process

- All submitted proposals will be reviewed by the POSB marketing team.
- Shortlisted suppliers will be invited for further discussions and may be asked to provide additional details or clarifications.

• The purchaser may request to view and assess the roadshow truck's matching with requirements before an order is given to a shortlisted supplier.

#### 9. Conclusion

This Statement of Requirements serves as a guide for hiring the roadshow truck for POSB's promotional event/campaign. The supplier must ensure that the truck, staffing, and all associated services are provided as per the requirements, and that the event runs smoothly and professionally.