

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

MEMORANDUM OF CONTRACT

Between



THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE

(Hereinafter referred to as “the Contracting Party”)

And



GEO POMONA WASTE MANAGEMENT PRIVATE LIMITED

(Hereinafter referred to as “Contractor”)

For

REFUSE REMOVAL AND STREET CLEANING SERVICES

A-N
OM SW
B.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: #####

WHEREAS The Contracting Party is desirous of advancing the social and economic development of Zimbabwe and has identified the potential of private sector participation to stimulate sustainable development of Zimbabwe through the development and implementation of key infrastructural projects;

WHEREAS the Contracting Party represented herein by the Minister of Local Government and Public Works having its principal place of business at the Makombe Building, Corner Hebert Chitepo and Leopold Takawira, Harare, Zimbabwe.

AND WHEREAS the Contractor is a company incorporated under the laws of the Republic of Zimbabwe and having its principal place of business at Number 10 Sawley Way, Marlborough, Harare (hereinafter called "the Contractor").

AND WHEREAS the obligation to carry out refuse and waste collection and street cleaning services efficiently and sustainably ordinarily vests with the City of Harare.

AND WHEREAS the City of Harare sought, and the request was granted, that the Contracting Party takes over the responsibility to ensure efficient and sustainable waste collection and removal and street cleaning services in the City of Harare precincts.

AND WHEREAS the Contracting Party, through a Cabinet Resolution of the 25th of June 2024, resolved that a private player be procured to render the services of refuse collection and removal and street cleaning services without delay.

AND WHEREAS the City of Harare, by full Council resolution on the 2nd of October 2024 resolved that Waste collection including street cleaning be dealt with in line with the original request to Ministry of Local Government and Public Works.

AND WHEREAS the Contracting Party resolved to directly procure the services of refuse collection and removal and street cleaning services from the Contractor

NOW THEREFORE, THE CONTRACTING PARTY AND THE CONTRACTOR AGREE AS FOLLOWS:

A.N. D.N.
J.M. B.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: #####

General Conditions of Contract

A. General

Definitions

- (a) "Accepted Contract Amount" means the monthly fees to be paid to the Contractor for the refuse removal and street cleaning services as outlined in the Scope of works Annexure and execution and completion of the Works and the remedying of any defects;
- (b) "Activity Schedule/Programme of Works" means all the activities comprising the construction, installation, testing, and commissioning of any and all of the works outlined in the Scope of works;
- (c) "Adjudicator" means the person appointed jointly by the Contracting Party and the Contractor to resolve disputes in the first instance;
- (d) "Project Supervisor" means the person named in the Contract who is responsible for supervising the execution of the works and administering the Contract, and includes any other competent person appointed by the Contracting Party and notified to the Contractor to replace the Project Contract Manager.
- (e) Joint Implementation Committee means a committee composed of five persons chosen from the Contracting Party and Four persons chosen from the Client in this contract to manage the execution of the contract by the Contractor.
- (f) "Clause" and "Sub-Clause" mean a clause or sub-clause, as the case may be, of this Contract;
- (g) "Client" Client shall also mean, in applicable circumstances, the City of Harare;
- (h) "Contract" means the Contract between the Contracting Party and the Contractor to execute and complete the refuse collection services and any such works and to remedy any defects outlined in the Annexure on Scope of works and includes all the Contract Documents;
- (i) "Contract Documents" means the documents listed in this Contract or incorporated by reference in the Contract, and all attachments and appendices to those documents as well as any amendments to them;

A.N
DN
Jm

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

- (j) "Contractor's Bid" means the completed Bid submitted by the Contractor to the Contracting Party;
- (k) "Defect" means any part in the Scope of works not completed in accordance with the Contract or expected industry specifications and sector standards.
- (l) "Defects Liability Certificate" means a certificate issued by the Contracting Party within fourteen days upon correction of defects by the Contractor at the conclusion of the Defects Liability Period for applicable areas and activities in the Scope of works;
- (m) "Defects Liability Period" means the period stated in the Contract and/or documents listed as being part of this Contract and calculated from the practical Completion Date for applicable activities outlined in the Scope of works;
- (n) "Drawings" means the drawings of the construction works outlined in the Scope of Works, as included in the Contract, and any additional and modified drawings issued by the Contracting party and the Client in accordance with the Contract and includes calculations and other information submitted to the Joint Implementation Committee and approved by the Contracting party for execution of the Contract.
- (o) "Equipment" means machinery and vehicles brought for use for services outlined in the Scope of works.
- (p) "Interim payment certificate" means a document submitted by the Contractor monthly to the Contracting Party for approval and payment.
- (q) "General Conditions of Contract", hereinafter referred to as GCC, means the conditions set out in this document;
- (r) "Site/Zones" means the areas defined as such in the Contract and its Annexures;
- (s) "Site Investigation Report" means a factual and interpretative report, included in the Bidding Documents, on specific activities and services in the Scope of works, including but not limited to refuse collection and street cleaning activities at any given zone/area.
- (t) "Specification" means the Works included in the Contract, including drawings, diagrams and Bills of Quantities and any modification or addition made or approved by the Contracting party and experts supervising any specific activity outlined in the Scope of works;

A.N. DN
J.M. [Signature]

- (u) "Start Date" means the date specified under this Contract as the latest date on which the Contractor shall commence execution of the works and execution of activities in the Scope of Works;
- (v) "Subcontractor" means a person or entity to whom/which the Contractor subcontracts any part of the Works.
- (w) "Temporary Works" means works designed, constructed, installed and removed by the Contractor, which are needed for construction or installation of infrastructure for execution of the contract; and
- (x) "Works" means the refuse removal services; street cleaning services; construction or development of infrastructure in support of the refuse removal services, which the Contractor is required by the Contract (inclusive of the Annexures) to execute; construct, install and hand over to the Client.

2. Interpretation

- 2.1 The Contract shall be read as a whole. The Contract and the Contract Documents (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 2.2 The headings and titles of these Clauses under the GCC shall not limit, alter or affect the meaning of the Contract.
- 2.3 In these GCC, unless the context otherwise requires:
 - (a) the singular includes the plural and *vice versa*;
 - (b) words indicating one gender include all genders;
- 2.4 In this Contract, the Annexure on Payments shall be used to calculate the payment due to the Contractor based on the actual services rendered. The Contractor shall be paid for the Works accomplished as certified by the Joint Implementation Committee;
- 2.5 Joint Implementation Committee shall comprise of five (5) persons technical persons appointed from the Contracting Party [relevant Ministry, Department or Agency] and four from the Client [relevant technical department].

3. Language and Governing Law

- A) The language of the Contract shall be English.

A.N. DS
J.M. [Signature]

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

- B) This Contract shall be construed and governed by the laws of the Republic of Zimbabwe.
- C) The Contract shall comply with the applicable laws and regulations of the Scope of Works applicable in the Harare Municipal area.
- D) For ALL Local and Other Authorities' Notices and Fees, the Contractor shall comply with and give all notices required by any Act of Parliament, regulation or by-law of the local authority or of any public service company or authority who have any jurisdiction with regard to the Works or with whose systems the same are or will be connected, and he shall pay and indemnify the Republic of Zimbabwe against any fees or charges legally demandable thereunder in respect of ALL Works in this contract or associated with its execution thereof.
- E) The Contractor before making any variation from the Scope of Works, Annexure on Payments and/or Specification necessitated by such compliance with legislation, shall give to the Joint Implementation Committee.
- F) The Contractor shall not implement the variation without the consent of the Contracting Party.

4. Contract Execution

- (i) The Contractor shall be responsible for execution of the contract in line with the Contract and its Annexures.
- (ii) Contract management shall rest on the Joint Implementation Committee in terms of this Contract.

5. Delegation

Unless otherwise specified in this Contract, the Joint Implementation Committee shall not delegate any of their duties and responsibilities to other people, except to an appointed Adjudicator should the need arise, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

A. N. D.D.
J.M. [Signature]

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

6. Subcontracting and Other Contractors

6.1 The Contractor may subcontract the Works subject to notifying the Contracting Party in writing on the need to do so. The notice shall be given in no less than fourteen [14] days.

6.2 The liability of the works which is carried out by the Sub-contractor shall remain that of the Contractor.

7. Contractor's Risks

7.1 From the Start Date to the Termination date, the following are the Contractor's risks:

- (a) The risk of personal injury, death, or loss of or damage to property (including the Works, and Equipment), which are due to:
 - (i) use or occupation of the Site/Zones/Offices for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Contractor or by any person employed by or contracted to him for purposes related to execution and implementation of this Contract.
- (b) The risk of damage to the Works and Equipment to the extent that it is due to a fault of the Contractor or an event occurring before the Termination Date, which was not itself a Contracting Party risk, or
 - (i) the activities of the Contractor on the Site/Zones/Offices after the Completion Date.
- (c) From the Start Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works and Equipment) are all Contractor's risks.

A.N. D.D.
J.M.
R.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

8. Insurance

8.1 The Contractor shall provide, and shall cause all, if any, Subcontractors to take out and maintain, full insurance cover for the duration of the Contract, in the amounts and terms and conditions that adequately cover loss as covered in an all-risk insurance, for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works;
- (b) loss of or damage to Equipment;
- (c) personal injury or death;
- (d) loss of or damage to property in connection with the execution of this Contract.

8.2 Additional insurance shall be required to cover for any necessary works to correct the defects during the Defects Liability Period [for construction works and infrastructure erected under the Scope of Works.

8.3 For the Insurance to be taken out by the Contractor, the risks and the coverage shall include, but not be limited to:

- (a) Third Party liability insurance, with a minimum coverage.
- (c) Professional liability insurance, with a minimum coverage.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of laws of the Republic of Zimbabwe, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

9. Feasibility Studies; Inspection of Sites/Zones and Offices

9.1 The Contractor shall be deemed to have conducted requisite feasibility studies, inspected and examined the Site/Zones/Offices and its surroundings and to have satisfied itself before submitting its Bid and signing the Contract as to all matters relative to the Scope of Works; and for construction and infrastructure development, the nature of the land and

A.N. DW
J.M. B.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

subsoil, the form and nature of the Site/Zones/Offices, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the Scope of works and materials necessary for the completion of the Works, the means of access to the Site/Zones/Offices and the machinery it may require, and in general to have itself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect its Bid, and no claims against the Contracting Party or the Client will be entertained in connection with these matters.

- 9.2 The Contractor shall be deemed to have examined any data referred to in the Contract, supplemented by any information available to the Contractor.

10. Health And Safety

10.1 The Contractor shall be responsible for the health and safety of all employees and activities according to National Social Security Authority Regulations in relation to the Works set out in the Annexure on Scope of Works.

10.2 The Client and Contracting Party shall ensure that there is adequate lighting in all zones as specified in line with their statutory mandate as well as the Annexures to this Contract to ensure the Contractor's operations are carried out without hinderance.

11. Discoveries

Subject to the laws of the Republic of Zimbabwe, anything of historical or interest or of significant value unexpectedly discovered on the Site/Zones/Offices shall be the property of the Contracting Party. The Contractor shall immediately notify the Joint Implementation Committee of such discoveries.

12. Handover of Site/Zones/Offices

The Client shall give/handover sites/zones and assist the Contractor, where necessary, refuse removal services for all parts of the Site/Zones/Offices as

A.N. D.N.
J.M.
[Signature]

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: #####

outlined in the Annexure on Scope of Works, to the Contractor and all other Annexures.

13. Access to the Site/Zones/Offices

The Contractor shall allow access upon 14 days written notice to the Joint Implementation Committee' and any person authorized by the Joint Implementation Committee or the Contracting Party access to the Site/Zones/Offices and to any place where work in connection with the Contract is being carried out or is intended to be carried out for any purpose related to the oversight, management, monitoring and evaluation of the Contract, including audit and inspection.

TIME CONTROL

14. Program

14. Within the time stated in the Contract, in any event, within seven [7] days after the date of signature hereof, the Contractor shall notify the Joint Implementation Committee of the Schedule of Works showing the general methods, arrangements, order, and timing for all the activities in Annexure on Scope of Works, which activities shall commence effectively upon signature of this Contract.

14.1 The activities in the Programme of Works shall be consistent with those in the Scope of Works.

14.2 An update of the Programme of Works shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

14.3 Change orders and contract amendments: delay and extension of time

If, in the opinion of the Contracting Party the works related to construction of infrastructure be delayed-

- (i) by force majeure; or
- (ii) by reason of any exceptionally inclement weather; or
- (iii) by reason of such loss or damage by fire
- (iv) by reason of civil commotion, terrorist action, local combination of

A.N. ΔN
JM
[Signature]

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

workmen, strike or lock-out affecting any of the trades employed upon the Works; or

(v) by reason of Contracting Party Instructions given in pursuance of new requirements; or

(vi) because the Contractor has not received in due time necessary Instructions from the Contracting Party for which he shall have specially applied; or

(vii) by delay on the part of appointed Subcontractors which the Contractor has, in the opinion of the Client, taken all practicable steps to avoid or reduce; or

(viii) by delay on the part of other contractors or tradesmen engaged by the Contracting Party in executing work not forming part of this Contract; then in such case the Contracting Party shall make a fair and reasonable extension of time for the completion of the Construction Works. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof, in writing, to the Contracting Party, but it shall nevertheless use its best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Joint Implementation Committee to proceed with the Works.

15. Management Meetings

15.1 The Joint Implementation Committee may require the parties to attend meetings once a month as may be necessary for the furtherance of this Contract. The business of a management meeting shall be to review the plans for the Programme of Schedule and to deal with matters raised concerning the execution of the Contract.

15.2 The Joint Implementation Committee shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Client. The Joint Implementation Committee shall be guided by the Annexures on Programme of Schedule and Scope of Works.

A.N. DN
JM
[Signature]

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

15.3 The Contractor may request the Contracting Party to schedule a meeting with the Joint Implementation Committee to address matters raised by the Joint Implementation Committee concerning execution of the Contract.

16. Early Warning

16.1 The Contractor shall advise the Joint Implementation Committee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract fee, or delay the execution of the Works. The Joint Implementation Committee may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract fee and execution of the Works. The estimate shall be provided by the Contractor as soon as reasonably possible.

16.2 The Contractor shall co-operate with the Joint Implementation Committee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Joint Implementation Committee.

17. Defects for Built Infrastructure in the Scope of Works

17.1 If the Contractor has not corrected a Defect within the time specified in the Joint Implementation Committee notice, the Joint Implementation Committee shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

17.2 The Joint Implementation Committee shall give notice to the Contractor of any defects before the end of the Defects Liability Period for all infrastructure and buildings erected for purposes of executing this Contract, which begins at Practical Completion. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

17.3 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time as may be agreed with the Joint Implementation Committee, in line with laws and regulations in the jurisdiction of the Republic of Zimbabwe.

A.N. ΔN
JM

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

17.4 Defects after Completion

Any defects, shrinkage or other faults which shall appear within the **Defects Liability Period of 12 (twelve) months provided for in this contract** and shall be due to materials or workmanship not in accordance with the Contract or through the action of the weather occurring before the completion of the Works shall, within a reasonable time after receipt of the Contracting Party's written instructions, be made good by the Contractor and at his own cost (unless the Joint Implementation Committee shall otherwise direct). Should the Contractor neglect to comply with such instructions or be in any way unable or unwilling to rectify the faults, the Contracting Party may employ other persons to carry out the work.

18. Contract Price

18.1 The Contractor shall be paid for the service provided every month.

18.2 The Contract price shall be as set out in the Annexure on Payments prepared by the Parties.

19. Changes in the Contract Fee

19.1 If the final quantity of the work done differs from the quantity in the Annexure of Payment by more than twenty-five (25) per cent, the Joint Implementation Committee shall not adjust the rate regarding these changes.

- (a) Except with the prior written approval of the Contracting Party, the Joint Implementation Committee shall not adjust rates from changes in work and services if the adjustment would result in the Contract fee being exceeded by more than twenty-five (25) per cent.
- (b) If the Programme of Works is amended by the Contractor to accommodate changes to the Programme or method of working made at the Contractor's own discretion, fees in the Schedule of works all not be altered when the Contractor makes such changes to the Programme of Works.

A.N. DN
JMK

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

20. Payment Adjustments and Variations

20.1 No variation shall vitiate this Contract. All variations authorized by the Contracting Party, or subsequently sanctioned by it, in writing, shall be measured as valued by the Joint Implementation Committee, who shall give to the Contractor or his duly authorized representative an opportunity of being present at the time of such measurement and of taking such notes and measurements as the Contractor may require. The valuation of such variations, unless previously or otherwise agreed, shall be made in accordance with the following rules: -

- (a) The fees and rates in the original Annexure on Payments shall determine the valuation of extra work of similar character executed under similar conditions as work priced therein.
- (b) The said rates, where extra work is not of a similar character or executed under similar conditions as aforesaid, shall be the basis of fees for the same as far as may be reasonable; failing which, a fair valuation thereof shall be made.

21. Payment Certificates

- 21.1 The Contractor shall submit to the Joint Implementation Committee, monthly statements of the specific value of the work executed in that calendar month in terms of the Contract;
- 21.2 The Joint Implementation Committee shall check and verify the Contractor's monthly statements and if the value of the works is not formally accepted within two (2) working days, the Contractor can proceed to issue an invoice for payment.

22. Payments

- 22.1 Payments shall be made within fourteen (14) days by the Contracting Party after issue of a Payment Certificate.
- 22.2 Unless otherwise provided for in the Contract, if the Contracting Party fails to pay the Contractor any payment by its due date or within the period set forth in the Contract, the Contractor may raise a formal complaint with the

A.N. D.N.
J.M.B.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: #####

Joint Implementation Committee or prompt dispute resolution procedures for ordering the Contracting Party to settle the outstanding invoice immediately.

- 22.3 Payments shall be charged in the currency of the Contract and paid in the currency of the Contract or in terms of Statutory Instrument 212 of 2019 Exchange Control (Exclusive Use of Zimbabwean Dollar for Domestic Transactions) Regulations, 2019.
- 22.4 Works for which no rate or fee has been entered in the Contract shall not be paid for by the Contracting Party and shall be deemed covered by other rates and fees in the Contract.

23. User Charges

- 23.1 The Client shall continue to charge, bill and collect fees for services being provided by the Contractor.
- 23.2 The Client shall remit to the Contracting Party, all revenue collected from users for services being provided by the Contractor in terms of this Contract.
- 23.3 At all times during the duration of the contract, Contracting Party shall be allowed access to the Client's revenue account throughout the contract period to determine the performance/ execution of Work and settlement of payments due to the Contractor.

24. Taxes and Duties

24.1 Parties will comply with Statutory Instrument 5 of 2021 Customs and Excise (General) (Amendment) Regulations, 2021 for facilitation of any requisite exemptions for capital equipment relating to the execution and implementation of this Contract as well as ancillary matters therein, in accordance with the laws of Republic of Zimbabwe.

24.2 Unless otherwise stated in the Contract, the Contracting Party shall not adjust the Contract Price if taxes, duties, and other levies are changed during the period from Start Date to the Termination date.

25. Liquidated Damages

A.N
J.M.
D.N.
S.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

25.1 The Contractor shall pay liquidated damages to the Contracting Party at the rate per week being the amount used to rectify failure to execute Works or 0.05% of the total Contract fee due in that month, whichever amount is greater as stated in the Contract for each day that the Works are not executed. The total amount of liquidated damages shall not exceed the amount defined in the Contract. The Contracting Party may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

25.2 The Contracting Party shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

26. Cost of Repairs

Loss or damage to the machinery, equipment and infrastructure, including buildings during execution of the Schedule of Works to be incorporated in the Works between the Start Date and the Termination date or the end of the Defects Liability Period (for constructed buildings and infrastructure) shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

27. Duration of the Contract

1. This contract shall run for a period of five (5) years, which may be subject to a further period as may be proposed and agreed by the Parties; and for a period as may be recommended by the Joint Implementation Committee. Upon completing the Works, the Contractor shall request the Contracting Party to facilitate handover of the Works back to the Client and the Contracting Party shall do so upon determining that the whole of the Works is completed.

2. This should not be seen to create a sense of legitimate expectation between the Parties.

28. Monitoring and Evaluation

28.1 In addition to periodic progress reports which will be submitted to the Contracting Party upon request, there shall be periodic visits as may be permissible at law by any Government departments.

A. N. D. D.
J. M. A.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

28.2 The Contractor shall at all times ensure that the Monitoring and Evaluation team appointed by the parties is granted access to the site, facilities and premises of the project throughout the life of the project.

29. Taking Over

The Client shall take over the Zones and the Works within such period as may be determined by the Joint Implementation Committee and elaborated in the Annexure on Scope of Works.

30. Asset Handover

(a) On termination or expiration of this Contract, the Contractor shall handover to the Contracting Party, the Project infrastructure in good working condition and operational control of the Project infrastructure and shall not remove or damage any part of the infrastructure that is necessary for its operations.

(b) Except in the case of early termination, the Contractor and the Contracting Party shall cooperate as reasonably necessary to comply with the handover procedure provided herein.

(c) Before asset handover, the Contractor shall ensure that Performance Tests are carried out by an independent Technical Agent appointed by the Joint Implementation Committee, in accordance with the specifications as provided by the Contracting Party. The costs of the Independent Technical Agent shall be borne jointly and equally by the Parties.

(d) Upon successful completion of the Performance Tests, the Independent Technical Agent shall issue a certificate of Competence which shall be submitted to the Contracting Party before the handover process. The Contracting Party shall reserve the right to conduct additional tests to verify the outcome of the Performance Tests as conducted by the Technical Agent.

(e) If the asset is being handed over at the end of the Contract Period, the Contractor shall hand over the contract infrastructure free of charges, liens, claims, liabilities and encumbrances of any kind whatsoever.

31. Operating and Maintenance Manuals

If operating and maintenance manuals are required for machinery, equipment and infrastructure used in the execution of the Works in terms of the Contract,

A. N. AN
Jm
A.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

the Contractor shall supply them within fourteen (14) days from request of such manuals.

32. Project Facilities

- 32.1 All plans, drawings, specifications, designs, reports, financial model (including all investments, financing structure etc.) and other documents and software prepared by the Contractor in the course of performing its obligations under this Contract shall remain property of the Contracting Party.
- 32.2 The Contractor hereby, in this Contract, grants, in perpetuity, to the Contracting Party a non-exclusive royalty free license to use for all purposes in connection with the project facilities, and grants, a right to use all intellectual property rights for, all such plans, drawings, specifications, designs, reports, and other documents and software together, in perpetuity.
- 32.3 On expiry or termination of the Contract the Contractor shall deliver a copy of all documents and software to the Contracting Party, together with a detailed inventory thereof and grant a non- exclusive royalty free license to use such documents and software in connection with the Project.
- 32.4 The Contractor may retain copies of such documents and software.

33. Termination and expiration of this Contract

- 33.1 This Contract will terminate on the Expiry Date unless terminated earlier as per early termination clauses outlined prior.
- 33.2 The Contracting Party shall be entitled to terminate the Contract early by:
 - (a) Giving three (3) months' written notice, which includes a one-month cure period and two months', where:
 - (1) The Contractor fails to perform any of its obligations under this Contract or its Annexures and this has a material impact on the Client and such failure continues after the lapse of the first month of the 3 months written notice from the Contracting Party to the Contractor requesting that such failure be cured;
 - (2) The actions or activities of the Contractor directly causes widespread danger to the health of the public in the Client's jurisdiction and such failure continues after the lapse of the first month of the 3 months'

A. N. D. D.
J. M. R.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: #####

written notice from the Contracting Party to the Contractor requesting that such failure be cured;

- (3) The Contractor becomes insolvent or bankrupt or goes into liquidation whether compulsory or voluntary; or giving one (1) months written notice where the Contractor, in reasonable judgment of the Contracting Party, has engaged in corrupt or fraudulent practices in competing for or executing this Contract. The Contracting Party reserves the right to report such corrupt and fraudulent practices to the relevant bodies dealing with anti-corruption matters in Zimbabwe.

33.3 The Contractor shall be entitled to terminate the Contract early where:

- a) The Contracting Party fails to perform any of its obligations under this Contract in material respect and such failure continues after the lapse of the first month of the three (3) months' written notice from the Contractor to the Contracting Party requesting that such failure be cured; or
1. In the case of prolonged force majeure, the Parties may terminate this Contract without further liability to each other in accordance with the provision of force majeure in this Contract.
 2. In the case of prolonged material adverse government action, the Parties may terminate this Contract in accordance with appropriate clauses in this Contract.
 3. If the Contracting Party unduly interferes with the smooth and uninterrupted execution of the Contract.

33.4 After the occurrence of any of the events specified in this sub-clause, the Contracting Party may terminate the Contract by giving the Contractor not less than thirty (30) days' written notice of termination, except in the event listed in paragraph (g) below, for which there shall be written notice of not less than sixty (60) days):

- (a) the Contractor fails to remedy a failure in the performance of its obligations within seven days of receipt of a notice or within such period otherwise agreed between the Parties in writing;
- (b) the Contractor becomes insolvent or bankrupt or enters into any Contracts with its creditors for relief of debt or takes advantage of any

A.N
DD
Jm
Q

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;

- (c) the Contractor fails to comply with any final decision reached as a result of dispute resolution proceedings;
- (d) the Contractor is unable, as the result of force majeure, to perform a material portion of the Works for a period of not less than thirty (30) days;
- (e) the Contractor, in the judgement of the Contracting Entity, has engaged in a corrupt or fraudulent practice in competing for or in executing the Contract;
- (f) the Contractor has been made the subject of a suspension or professional misconduct sanction under his/her professional body; or
- (g) the Contracting Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

33.5 The Contractor may terminate the Contract, by not less than thirty (30) days' written notice to the Procuring Entity, upon the occurrence of any of the following events:

- (a) if the Contracting Party fails to pay any money due to the Contractor pursuant to the Contract and not subject to dispute as outlined in this contract, within sixty [60] days after receiving written notice from the Contractor that such payment is overdue;
- (b) if the Contracting Party is in material breach of its obligations under the Contract and has not remedied the breach within sixty (60) days, or such longer period as the Contractor may have subsequently approved in writing, following receipt by the Contracting Party of the Contractor's notice specifying such breach;
- (c) if the Contractor is unable, as the result of force majeure, to perform a material portion of the Works for a period of not less than seven (7) days; or
- (d) if the Contracting Party fails to comply with any final decision reached as a result of amicable dispute resolution.
- (e) if the Contractor, in its sole discretion and for any reason whatsoever decides to terminate this Contract.

A'N DN
JMK

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: #####

33.6 If either Party disputes whether an event specified in this Clause has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to the Courts of law in the Republic of Zimbabwe and the Contract shall not be terminated on account of such event except in accordance with the terms of any Court Order.

34. Payment upon Termination

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Joint Implementation Committee shall issue a certificate for the value of the work done as indicated in the Contract to the Contracting Party for payment.

34.2 If the Contract is terminated for the Contracting Party's convenience or because of a fundamental breach of Contract by the Contracting Party and the Joint Implementation Committee shall issue a certificate for the value of the work done as indicated in the Contract.

35. Property

All immovable property belonging to the Contractor which is not part of the handover for continuation of the Scope of Work and the Works shall be removed forthwith by and at the expense of the Contractor if the Contract is terminated by mutual Contract or by breach of either party.

36. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Contracting Party or the Contractor which makes execution of the Works and Scope of Works impossible, the Joint Implementation Committee shall certify that the Contract has been frustrated. The Contractor shall make all Sites/Offices safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

37. Whole Contract Clause

A. N. DN
JMP

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

It is hereby recorded that this Contract and its Annexures are the exclusive embodiment of the terms and conditions governing the Parties' relationship. Any representations, warranties, alterations and substitutions not agreed to in writing and signed for by both Parties shall be of no force and effect.

38. Definition of Force Majeure Event

38.1 Force majeure means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to natural events such as earthquakes, floods, fire, plague, inundation, landslide, storm, hurricane, cyclone, lightning, adverse weather conditions, Acts of God and indirect political events such as war, riots, civil disorder, strikes, boycotts, labour disruptions, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are reasonably within the power of the Party invoking Force Majeure to prevent legally).

38.2 Force Majeure shall not include: -

- a. any event which is caused by the negligence or intentional action of a Party or such Party's sub-contractors or agents or employees, nor
- b. any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

39. Force Majeure effect

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

39.2 A Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

39.3 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14)

A/N DA
JMB

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

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

- 39.4 If any event of Force Majeure continues for longer than one hundred and eighty (180) days [six months], the Parties shall enter into discussions in order to agree on a mutually satisfactory solution to continue the performance of this Contract. If the Parties fail to reach a mutually satisfactory solution within thirty (30) days of the commencement of such discussion, either Party shall have the right to terminate this Contract early by written notice to the other Party and this Contract shall then immediately terminate.

40. Material Adverse Government Action

- 40.1 For the purposes of this Contract, "**Material Adverse Government Action**" means any act or omission by the Contracting Party, or any relevant Public Authority or event set out below, which occurs during the term of this Contract and which
- a. directly causes the Contractor to be unable to comply with all or some of its obligations under the Contract; and/or
 - b. has a material adverse effect on its costs or revenues.
- 40.2 For the purposes of Clause 43.1 above, any act or omission shall mean and be limited to the following circumstances:
- a. failure of any relevant Public Authority to grant to the Contractor or renew any permit or approval that is required for the purposes of the Contractor's proper performance of its obligations and/or enforcement of its rights under this Contract, in each case within the required timeframe under Zimbabwean law, except where such failure results from the Contractor's non-compliance with Zimbabwean law;
 - b. change of law targeting the Contractor directly causing the Contractor to be legally unable to comply with all or some of its obligations under the Contract and/or has a material adverse effect on its costs or revenues.
- 40.3 If a Material Adverse Government Action occurs, the Contractor
- a. shall be excused from the performance of its obligations under the Contract to the extent that it is prevented, hindered or delayed in such performance by reason of the Material Adverse Government Action; and

A.N. DN
JM

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: #####

- b. shall be entitled to suitable modifications in the quantum and structure of User Charges as agreed by the Parties and/or modifications in the terms of this Contract to bring the Contractor back to the same financial position as it would have been prior to the occurrence of the Material Adverse Government Action.

- 40.4 If a Material Adverse Government Action subsists for a continuous period of more than one hundred and eighty (180) days from the commencement of any event as specified in this Clause, the Contractor may in its discretion terminate the Contract by issuing a written termination notice to the Contracting Party which shall take effect thirty (30) days after its receipt.
- 40.5 If after the end of these thirty (30) days the Material Adverse Government Action continues, the Contract shall be terminated immediately and the Contractor shall be entitled to compensation as agreed between the Parties, taking into consideration the stage at which the Client would be.

41. Dispute Resolution

- 41.1 If any dispute arises out of or in connection with this Contract, a Party shall give a written notice of fourteen (14) days to the other Party. The Parties shall meet promptly and in good faith to attempt to reach an amicable settlement through mutual consultation and negotiation.
- 41.2 In the event that the Parties do not amicably resolve a dispute within thirty (30) days of notice of the dispute either Party may refer the dispute to an agreed Zimbabwean Adjudicator.
- 41.3 The costs payable to the Adjudicator shall be jointly shared between the Parties on an equal basis. The decision of the Adjudicator shall not be binding on the Parties unless the Parties enter into a written Contract/contract during or following the mediation proceedings.
- 41.4 If the Parties do not resolve a dispute before the Adjudicator within sixty (60) days from the date the dispute was referred to the Adjudicator, either of the Parties may issue the other Party with a notice of arbitration and submit the dispute to arbitration that will be binding under the Arbitration Act [Chapter 7:15] as amended from time to time.

A.N. DW
Jm [Signature]

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

- 41.5 Following receipt of notice of arbitration, each Party shall be entitled to appoint one arbitrator and the two appointed arbitrators shall appoint an independent, neutral, impartial sole umpire to hear evidence and arguments from Parties, applying relevant laws and rules for proceedings. Failure of the two arbitrators to appoint an umpire within fourteen [14] days of their appointment, the Chairman of the Commercial Arbitration Centre shall appoint the umpire and such appointment shall be binding on the Parties and the two arbitrators.
- 41.6 If either of the Parties does not appoint an arbitrator within seven (7) days from the date the notice of arbitration, the Chairman of the Commercial Arbitration Centre shall appoint an arbitrator on behalf of the Party who has failed to appoint an arbitrator and such choice shall be binding on the relevant Party.
- 41.7 The costs/fees of the arbitrators shall be borne equally between the Parties. For avoidance of doubt, legal costs relating or pertaining to arbitration (including legal representation during arbitration) shall be borne by the Parties individually.
- 41.8 The proceedings shall take place either in Harare or Bulawayo and all proceedings shall be conducted in English.
- 41.9 Notwithstanding anything contained in the Arbitration Act (Chapter 7:15), the decision of the Arbitrator shall be final and binding on all parties affected thereby, and shall not be subject to appeal, shall be carried into effect and may be made an order of any competent court at the instance of any Party.
- 41.10 Each Party hereby submits itself to the jurisdiction of the High Court of Republic of Zimbabwe, should any party wish to make the Arbitrator's decision an order of that Court.
- 41.11 Notwithstanding anything to the contrary contained herein, neither of the Parties shall be precluded from approaching any court of competent jurisdiction for an interdict or other form of urgent relief.
- 41.12 This clause constitutes irrevocable consent by the parties to any proceedings in terms thereof and no party shall be entitled to withdraw

A.N. DA
J.M.B.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

there from or to claim at any such proceedings that it is not bound by this clause.

41.13 Irrespective of the cause, timing or nature of any dispute arising, both parties agree to continue to abide by the terms and conditions of this Contract during such time the dispute is being resolved, including but not limited to, continuing with construction works, making payment on due dates, providing services as required and generally honouring their obligations in terms of this Contract.

42. Survival

(I) The dispute resolution provisions, and the indemnity clause shall survive termination of this Contract.

(ii) Upon termination or expiration of this Contract, the Parties shall have no further rights or obligations hereunder except for rights and obligations which arose prior to such termination or expiration and those which expressly survive termination or expiration pursuant to this Contract.

43. Conflict of Interest

1. Where a dispute arises over definition of conflict of interest, the dispute shall be handled in accordance with the Clause on Dispute Resolution.

44. Authorised Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Contractor may be taken or executed by the authorised representatives.

45. Disclosure of information

(i) The Contractor agrees to facilitate the Contracting Party's compliance with its disclosure requirements in accordance with Applicable Law.

(ii) Where the Contracting Party receives a request for information in relation to information that the Contractor is holding and which the Contracting Party does not hold itself, the Contracting Party shall refer to the Contractor such request for information that it receives as soon as practicable and, in any event, within fourteen (14) business days of receiving the request and the Contractor shall:

A.N. D.S.
J.M.B.

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

- (iii) provide the Contracting Party with a copy of all such information in the form the Contracting Party requires as soon as practicable and in any event within fourteen (14) business days (or such other period as the Contracting Party acting reasonably may specify) of the Contracting Party's request; and
- (iv) provide all necessary assistance as reasonably requested by the Contracting Party in connection with any such information to enable the Contracting Party to respond to a request for information in accordance with Applicable Law.
- (v) The Contractor shall ensure that all information held on behalf of the Contracting Party is retained during the term of this Contract for at least two years after the Contract has been terminated and shall permit the Contracting Party to inspect such information as requested from time to time.

Where the Contracting Party receives a request for information, the Contracting Party shall be responsible for determining, at its absolute discretion, whether information is exempt from disclosure and for determining what information will be disclosed.

46. Confidentiality

(i) For the purpose of this Contract, Confidential Information means:

- a. information (however it is conveyed or on whatever media it is stored) the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, commercially sensitive intellectual property rights and know-how of either Party, including all personal data and sensitive personal data; or
- b. any other information (however it is conveyed or on whatever media it is stored) which may fall within the definition of "confidential information".
 - a. Without prejudice to the provisions in Clause on Confidentiality, each of the Parties, their employees, sub-contractors, consultants and agents shall hold in confidence all documents and other information, whether technical or commercial, supplied to it by or on behalf of the other Party in relation with this Contract, and shall not publish or otherwise disclose or use the same for its own purposes

A N D D
J M

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

otherwise than as may be required by Applicable Law or to perform its obligations under this Contract.

- b. Where the Contractor, in carrying out its obligations under this Contract, is provided with personal information relating to Client's users the Contractor shall not disclose or make use of any such information other than for the purpose for which it was provided, unless the Contractor has obtained the prior written consent of that specific Client's user and has obtained the prior written consent of the Contracting Party.
- c. Notwithstanding, the Contractor shall be required to disclose any such information to various Government authorities dealing with revenue collection or combating corruption (among others) as may be required under Applicable Law. On such occasions, the Contractor shall not provide prior notice or seek prior consent from the Client's users as any such notice may interfere with any investigation or inquiry.
- d. On or before the expiry date, the Contractor shall ensure that all documents or computer records in its possession, custody or control, which contain personal information relating to Waste collection and street cleaning services including any documents in the possession, custody or control of a sub- contractor, are delivered up to the Contracting Party.

47. Relations between the Parties

- (a) The Contractor shall be an independent contractor in its performance of this Contract. This Contract does not create any agency, partnership, joint venture or other joint relationship between the Contractor and the Contracting Party.
- (b) All Contractor Staff and sub-contractors shall be under the complete control of the Contractor, and nothing contained in this Contract or any sub-contract awarded by the Contractor shall be construed to create any contractual relationship between the Contractor's representatives or subcontractors and the Contracting Party.

A.N. D.D.
J.M.


CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

- (c) None of the Parties has any responsibility whatsoever with respect to the obligations assumed by the other Parties under this Contract and nothing in this Contract shall constitute the Contractor, the Client or the Contracting Party to be a partner, agent or local representative of the other or create a fiduciary relationship or trust between them.

48. Severability

If any part or parts of this Contract are agreed by the Parties or declared by any competent tribunal to be invalid, the other parts shall remain valid and enforceable.

49. Non-Waiver

None of the provisions of this Contract shall be deemed waived by either Party except when such waiver is given in writing. The failure by either Party to insist upon strict performance of any of the provisions of this Contract or to take advantage of any of its rights under this Contract shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future.

50. Notices

Unless otherwise agreed by the Parties, notices to be given under this Contract shall be in English, in writing and shall be given by hand delivery, recognized international courier or mail and delivered to the Parties at their respective addresses set forth below:

1. The Contracting Party:

Attention: Secretary for Local Government and
Public Works

Address: 9th Floor Makombe Building

Cnr H. Chitepo & L. Takawira

Harare

2. The Contractor

Attention: Dilesh Nguwaya

Geo Pomona Waste Management Private Limited

Address: Number 10 Sawley Way

Marlborough

Harare

A. N. D. N.
— OM —

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: #####

3. The Client:

Attention: Town Clerk

City of Harare

or such other address as may be notified by that Party to the other Party from time to time and shall be deemed to have been made or delivered when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address. Notices delivered by any other means e.g. email or fax shall not be considered as notices properly given in accordance this Contract.

51. Further Assurances

Each Party agrees to execute all Annexures to be agreed and signed pursuant to this Contract for implementation modalities; all instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Contract.

IN WITNESS, WHEREOF, the undersigned, being the duly nominated and authorised representatives of the Parties hereto have agreed to and signed this Contract.

THUS, DONE AND SIGNED this day of 2024 in Harare, Zimbabwe.

For and on behalf of the Government of the Republic of Zimbabwe


.....
HON. DANIEL GARWE (MP)
MINISTER OF LOCAL GOVERNMENT AND PUBLIC WORKS

(in the presence of the undersigned witnesses)

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

1. Nkomo Nathan (Witnesses' signature) Nkomo Nathan (Full names)

2. Mike Mazai (Witnesses' signature) MIKE MAZAI (Full names)

MINISTER
MINISTRY OF LOCAL GOVERNMENT
AND PUBLIC WORKS
25 NOV 2024
755, CAUSEWAY
ZIMBABWE

For and on behalf of Geo Pomona Waste Management Private Limited

Dr. Dilesh Nguwaya
DR. DILESH NGUWAYA
CEO AND EXECUTIVE CHAIRMAN

1. Benba (Witnesses' signature) Tanyaradwa Kunimba (Full names)

2. Chipo Mutsvairo (Witnesses' signature) Chipo Mutsvairo (Full names)

For and on behalf of City of Harare

Jacob Mafume
HIS WORSHIP JACOB MAFUME
MAYOR CITY OF HARARE

For and on behalf of City of Harare

Addmore Nhekauro
ADDMORE NHEKAURO
ACTING TOWN CLERK CITY OF HARARE

CONTRACTING PARTY

CONTRACT FOR REFUSE REMOVAL SERVICE: Procurement Reference: ####

(in the presence of the undersigned witnesses)

1.....
(Witnesses' signature) (Full names)

2.....
(Witnesses' signature) (Full names)

Scope Of works

1. Waste Collection

Phase (I) - Door-to-door refuse collection in areas mentioned in Annex (I). Waste collection program will be developed and shared with stakeholders.
Waste will not be collected in areas mentioned in Annex (II).

Phase (II) - Refuse collection in areas mentioned in Annex (I).
(Based in ITEM 5 "Sustainable waste collection" proposed by Geo Pomona Waste Management PVT LTD).
Waste will not be collected in areas mentioned in Annex (II).

2. Construction of transfer points

3. Clearing of illegal dumpsites

4. Cleaning and disinfection of waste collection areas (Illegal dumpsites, areas where will be installed all types of bins).

5. Creation and provision of infrastructure, and equipment for sustainable future waste collection

- Installation of waste collection bins
- Installation of bins for recyclable waste
- Installation of skip bins
- Installation of small bins in CBD and central Harare
- Purchase of new compactor trucks with mechanism to collect waste from bins.
- Purchase of excavators.
- Purchase of new skip trucks
- Purchase of tipper trucks.
- Purchase of sweeper trucks.

NB BINS WILL BE IMPLEMENTED IN PHASE II FOR ALL TYPES OF BINS.

6. Road and street sweeping and cleaning daily

- CBD (All streets, bus termini and public spaces)
- Mbare (All streets, bus termini and shopping centres)
- Outlying residential areas (All major roads, bus termini and shopping centres)

Annex I

Areas where the waste will be collected:

4.2
JW
JW

- Waterfalls district
 - Dzivarasekwa district
 - Marlberaign district
 - Highfields district
- 5) The Client shall ensure that each piece of land designated for lease is supported by a status and valuation report issued by the Real Estate Council of Zimbabwe.
- 6) A Tripartite inspection to be done by Client, the Contracting Party and the Contractor on all the Equipment and premises that may be hired out to the Contractor. The Contractor is not bound to hire the Client's equipment or the premises. It is recorded herein that Client and the Contractor shall execute lease agreements, should they agree, for either the Equipment or premises or both.

AN
DU
JMK

SCHEDULE OF PAYMENTS

1. MONTHLY FEE

- a) The contracting party shall pay US\$2,701,404.00 (Two Million Seven Hundred and One Thousand, Four Hundred and Four United States Dollars only) excluding Value added tax every month with effect from signature of the Contract.
- b) The amount is based on the refuse collection and street cleaning service rendered by the Contractor

2. INVOICE SETTLEMENT

- a) The Contractor shall issue its invoices within the last day of each month for the waste collected and cleaning done.
- b) The invoice is due on the first day of each month and shall be paid without delay.
- c) The amount shall be paid in full without any deductions or offsets into a nostro account given to the Contracting party by the Contractor.

3. TERMS OF PAYMENT

- a) The Contracting Party and the Contractor acknowledges, for the entire duration of the Contract, an amount not less than that given above is secured and allocated by the Contracting Party with the treasury exclusively for the payment of Waste Collection and Cleaning services as it falls due.
- b) Upon the submission of an Interim Payment Certificate and the invoice by the Contractor, the Contracting Party shall ensure settlement of the amount due per month and in any event no later than the 5th day of receipt of both the IPC and the Invoice.
- c) Any payments post the due date shall accrue applicable interest in terms of the Contract.

4. TAXES AND DUTIES

- a) Contracting party shall ensure that the Contractor is granted duty exemption and income tax exemption for the period of the contract.

5. INFLATION


- a) The inflation adjustment shall be as guided by the Ministry of Finance and Investment Promotion and the Reserve Bank of Zimbabwe.

AN
SM
[Signature]

- **All areas without council compliance**

SOURCE	SUBURBS
Industrial Waste	<ul style="list-style-type: none"> - Msasa, Beverly, Mukuvisi Park and Beverly West (between coronation Ave, Mutare road, delpport Road) - Workington (between Coventry Rd, Rottenrow Rd, Lytton Road, Kambuzuma Road) - Southerton (between Simon Mazorodze, Willowvale, Gleneagles, Lyton Road) - Graniteside, - Willowvale (between Willowvale road, High Glen Road, Gleneagles Road & Harare drive) - Old and New Ardbennic (between Simon Mazorodze, Willowvale road, Souter Road) - Bluffhill. - Aspindale Park (between Aspindale Road, Kambuzuma road and Aspindale Park residential) - Mbare (Mupedzanhamo & Siya-So Industries) - Belvedere South (between Rekai Tangwena, Coventry Rd, Rotten row and Robert Mugabe Way) - Mainway Meadows (between 1st Avenue, Prospect Road & Davies Road) - Mabvuku (Khaya) - Sunway (PPC & Davipcl, NOIC)

A. Msasa, Beverly, Mukuvisi Park and Beverly West (between coronation Ave, Mutare road, delpport Road)

AN
DN


2. Employee Compensation

The salaries of the transferred employees shall be determined in accordance with the guidelines set forth by the Commercial Industry National Employment Council.

a) Transfer of Senior Employees

Positions of a supervisory nature that are not covered by the Commercial Industry National Employment Council shall undergo individual assessment and shall be subject to negotiation based on current industry salary surveys as between the Employee concerned and the Contractor.

b) Tenure of Employment

Subject to negotiation with the Contractor, the transferred employees shall have contracts with the Contractor that may subsist for a duration not exceeding five years.

The other terms and conditions of Employment of the transferred employees shall be governed by the Labour Act, Chapter 28:01.

3. Transfer Framework

a) Absence of Specific Human Resources Policy

The City of Harare currently does not have a particular transfer policy for its employees and the transfer to the Contractor shall therefore be governed by the applicable legislative provisions particularly the Labour Act. All transfers shall be lateral in that no employee who has given consent to transfer shall take employment with the Contractor on terms that amount to a demotion.

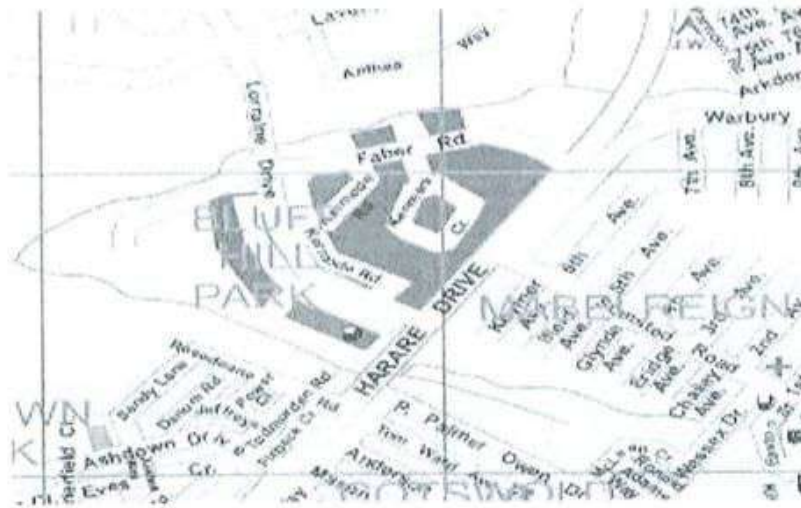
4. Areas of Special Concern

a) Leave Days

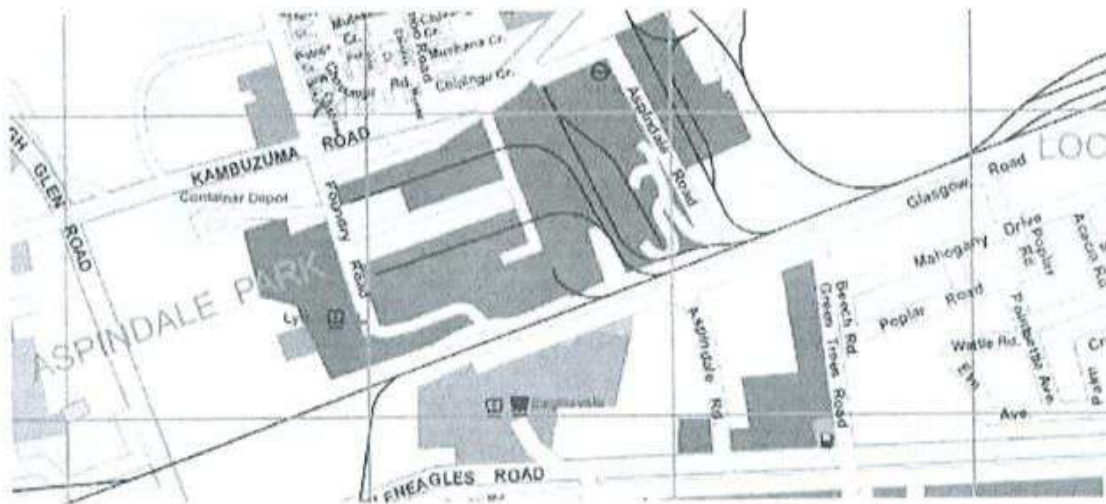
The City of Harare shall be responsible for all accrued leave days including making payment for them to the employee concerned. All employees taking employment with the Contractor irrevocably agree to not lay any claim against it for unpaid leave days on the date of transfer.

b) Pension

AN
DD
JM² B.

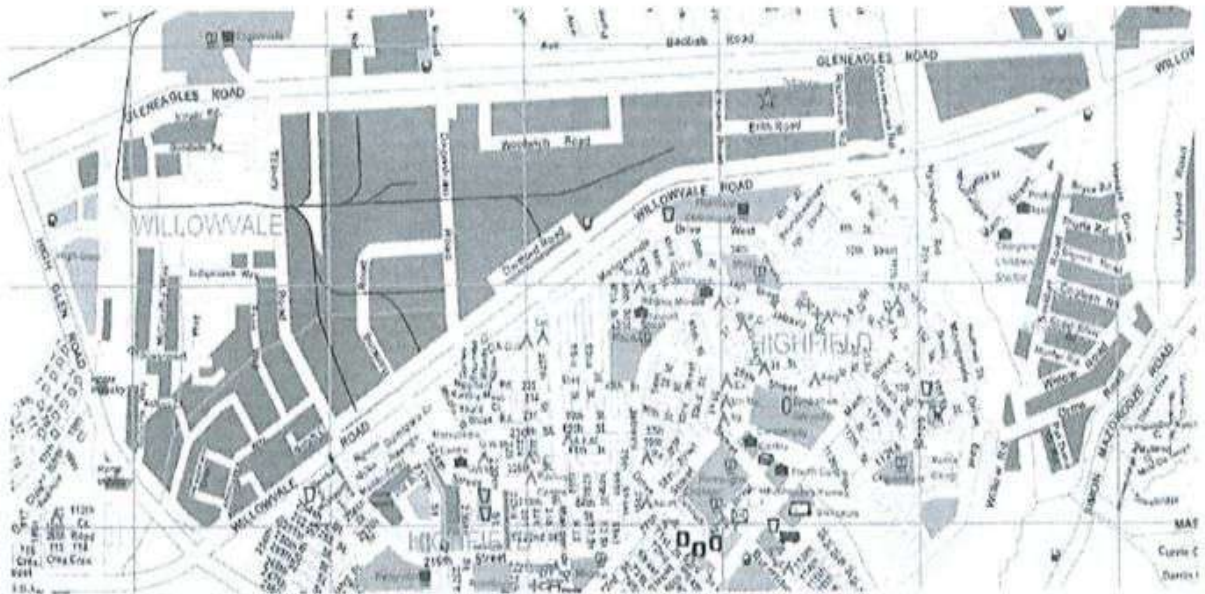


H. Aspindale Park (between Aspindale Road, Kambuzuma road and Aspindale Park residential)

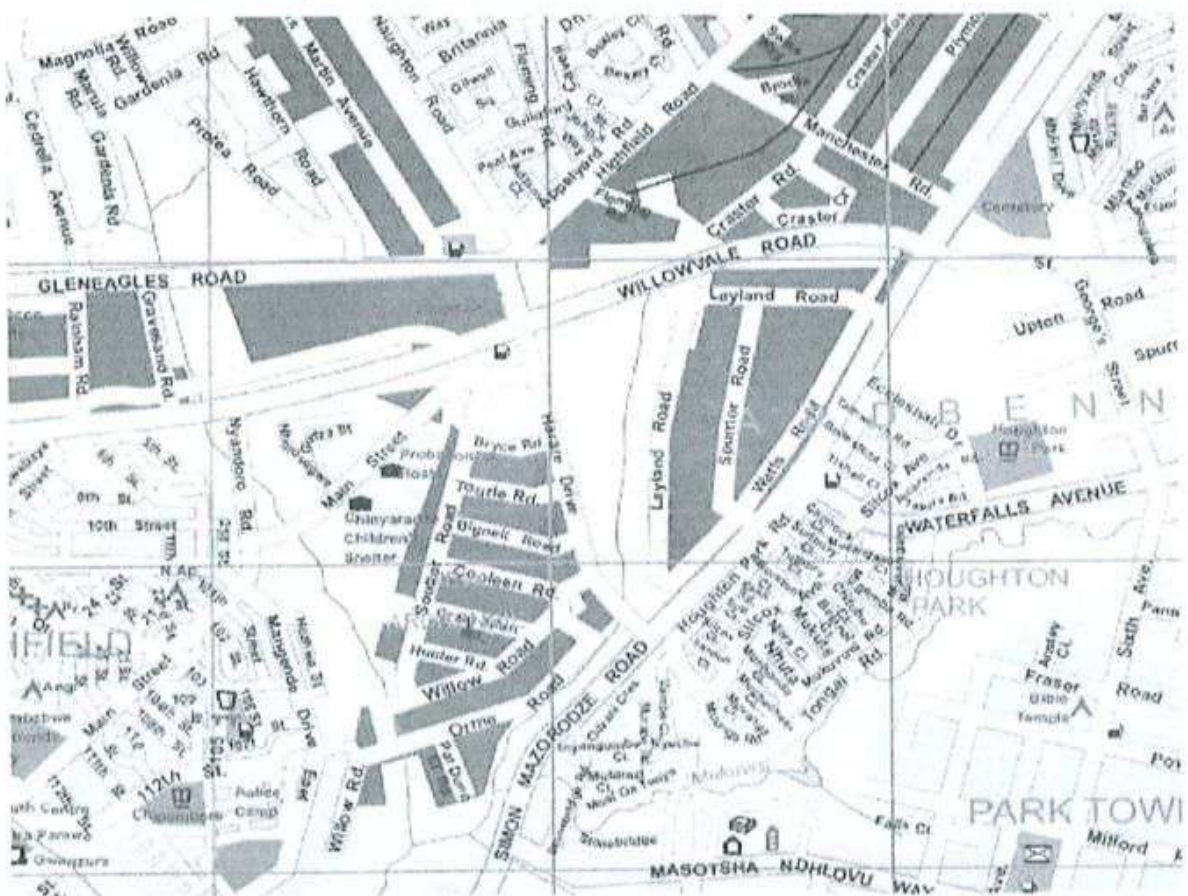


I. Mbare (Mupedzanhamo & Siya-So Industries)

A.N
DN
JTM

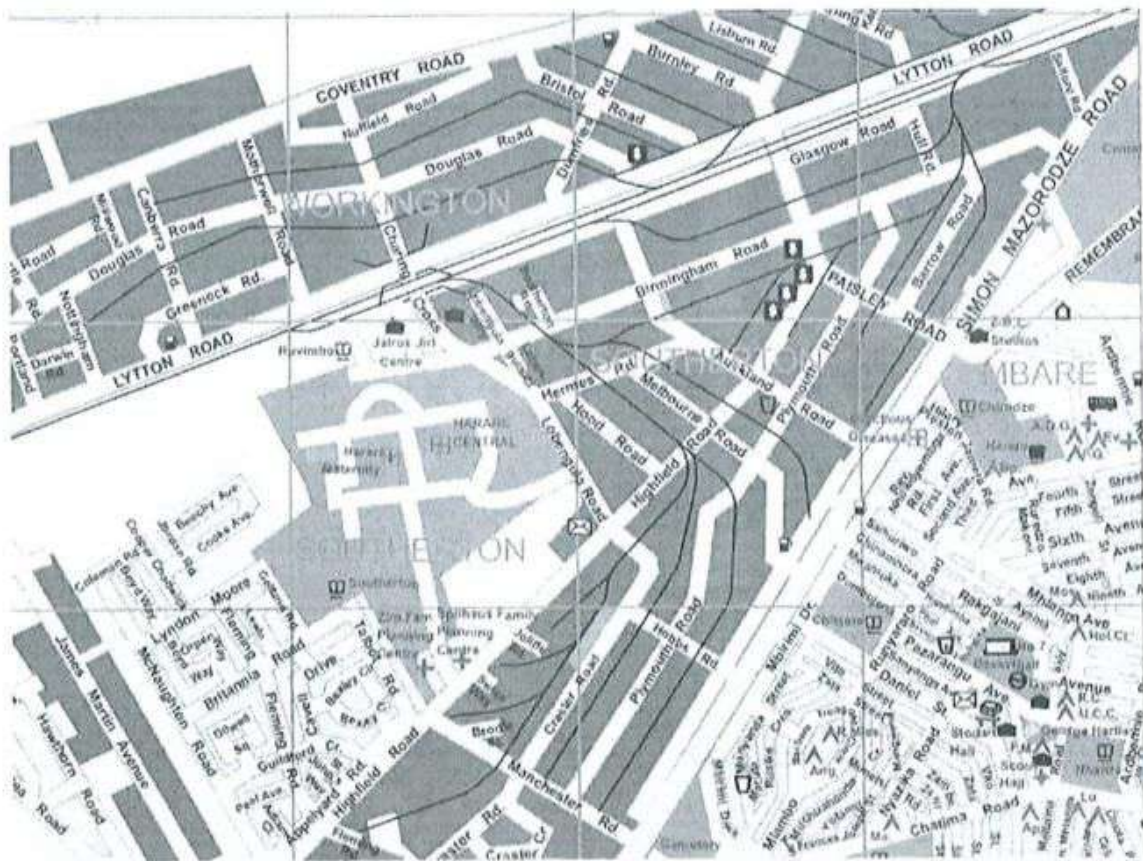


F. Old and New Ardbennie (between Simon Mazorodze, Willowvale road, Souter Road)

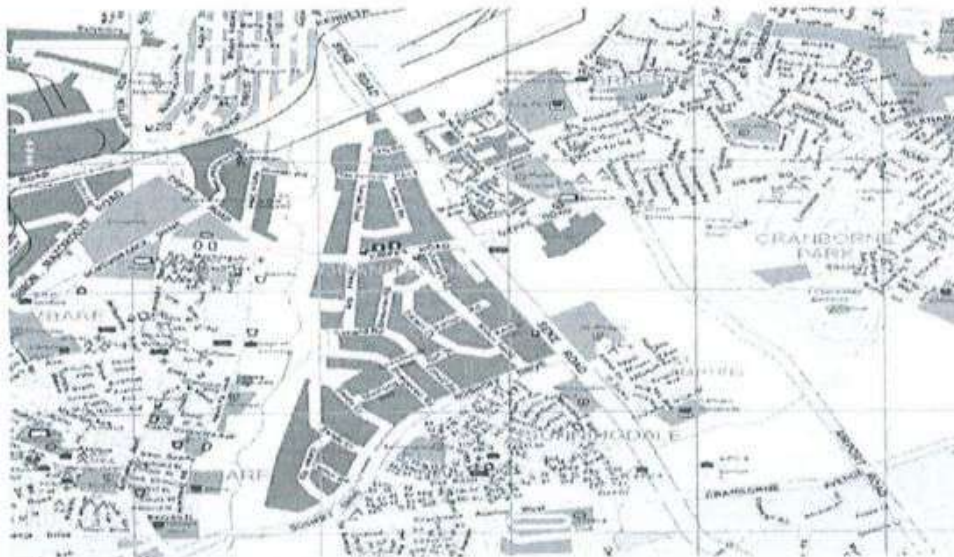


G. Bluffhill (between Harare Drive and Faber Road)

AN
DN
JM



D. Graniteside (Between Seke road, Boshoff drive)



E. Willowvale (between Willowvale road, High Glen Road, Gleneagles Road & Harare drive)

AN
 DW
 JM

Labour Matters Schedule

In accordance with the Cabinet's decision regarding the privatization of solid waste management within local authorities, the following arrangements have been deliberated and agreed upon concerning the transfer of labour from the City of Harare to Geo Pomona Waste Management Pvt Ltd:

1. Transfer of Employees

The City of Harare has identified a total of 688 employees eligible for transfer to Geo Pomona, categorized as follows:

- Superintendent Cleansing: 2
- Inspectors: 7
- Supervisors: 24
- Drivers: 38
- Refuse Operators: 134
- Street Cleaners: 483

CRITERIA FOR COOPTION OF CLIENT EMPLOYEES

1. A) Employee Audit

The Contractor, in Consultation with the City of Harare shall conduct a comprehensive audit of the qualifications and ages of the identified employees, with an age cut-off established at 45 years, upon receipt of the employee records from the City of Harare. This audit shall be the basis upon which any transfers are done.

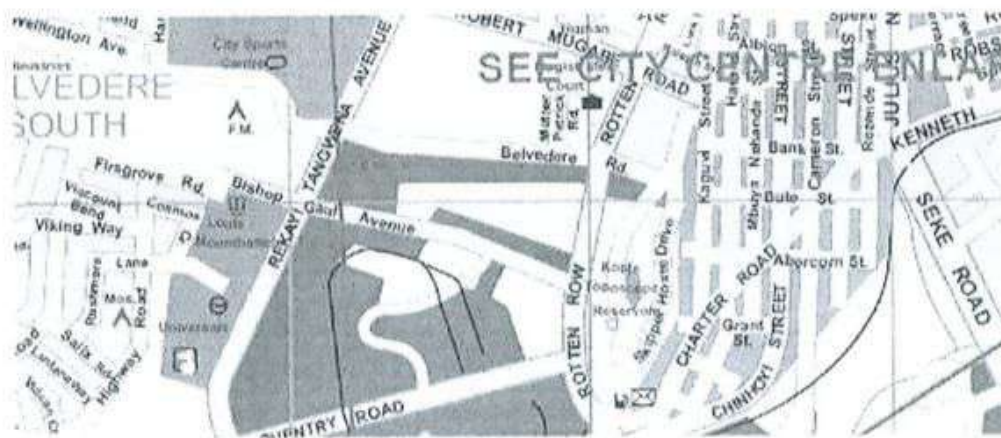
B) Employee Consent

Consent from the employees is a prerequisite for the transfer of any one of them to the Contractor from the City of Harare. Only employees that give express consent shall be transferred to the Contractor subject to them meeting the other requirements.

AN
DW
1
JM



J. Belvedere South (between Rekai Tangwena, Coventry Rd, Rotten row and Robert Mugabe Way)



AN
 DN
 EM

SCHEDULE ON EQUIPMENT AND LAND

Following the Cabinet decision on the privatisation of solid waste collection in local authorities the transfer and hand over arrangements were deliberated upon by the Client and the Contractor. Indicated below is the agreed position for equipment and land:

- 1) Client may lease out the following to the Contractor:
 - i. Refuse compactors
 - ii. Skip bins
 - iii. Hook loaders
 - iv. Equipment workshop premises
- 2) The Client shall submit an asset register of the equipment indicating its status, which must be signed by the Auditor General, who serves as the Client's Auditor. The status will include: -
 - i. Registration
 - ii. Service history
 - iii. Tracking system
 - iv. Vehicle compliance
- 3) The client shall ensure that each piece of equipment is accompanied by a certified garage report issued by either the Automobile Association of Zimbabwe or the Vehicle Inspection Department.
- 4) The Contractor shall inspect the status of equipment and premises to be leased out by Client before agreeing to hire both. The possible areas include:
 - Borrowdale district
 - Greendale district
 - Hatfield district

SOURCE	SUBURBS
Domestic Waste	<ul style="list-style-type: none"> - Mbare (Domestic) - Waterfalls, - Prospect, - Highfield, - Glen Norah, - Glen View, - Budiro, - Mufakose, - Rugare, - Lonchinvar, - Southerton, - Belvedere (Domestic) - Warren Park, - Westlea, - Kuwadzana, - Kambuzuma, - Crowborough, - Dzivaresekwa, - Mabelreign, - Greencroft, - Maranatha, - Marlborough, - Tynwald, - Westgate, - Avondale, - Avenues,
	<ul style="list-style-type: none"> - Borrowdale - Hatcliffe - Strathaven, - Highlands, - Greendale, - Mandara, - Mabvuku, - Tafara, - Cranborne, - Eastlea, - Braeside, - Hillside, - Acadia, - St Martins - Msasa Park, - Hatfield, - Sunningdale, - Southern Incorporated Areas, - Southlea Park, - Southlands, - Retreat, - Eyestone - Alex Park, - Mount Pleasant,
Commercial Waste	<ul style="list-style-type: none"> - CBD, - Schools, - Universities & Colleges, - Offices, Shopping Centers and Malls, - Hotels, - Army Barracks, - Police Depots, - Churches, - Sports Clubs, - Fast Food Outlets, - Restaurants, - Farmers Markets

Annex II

Areas where the waste will not be collected:

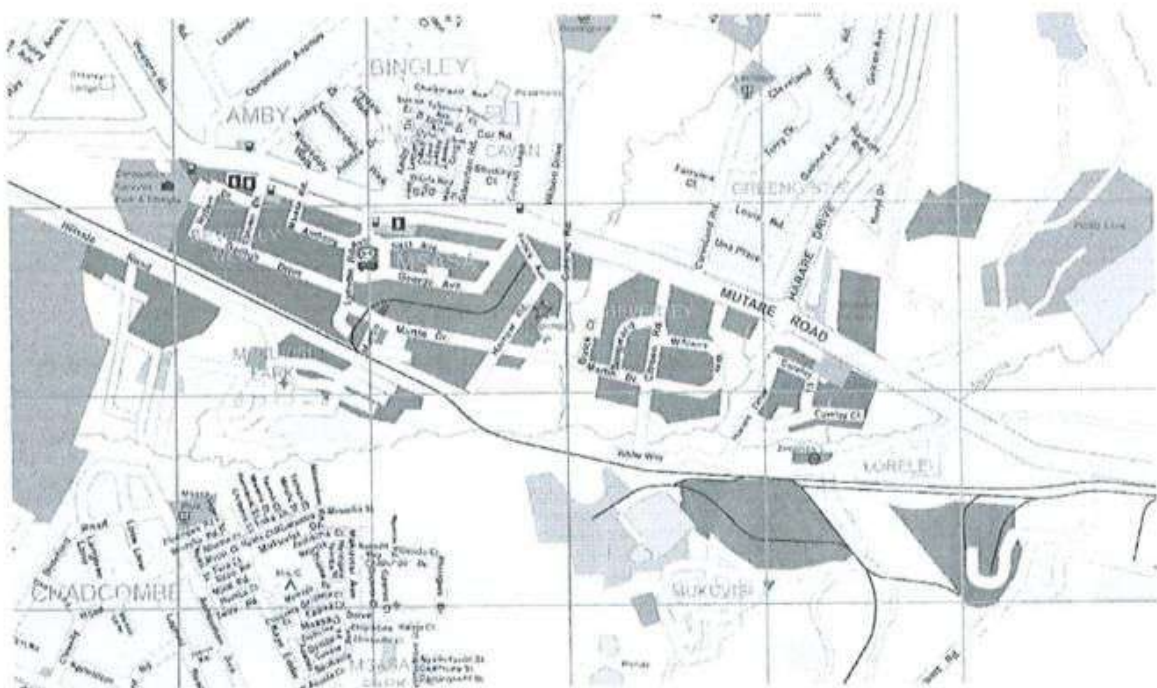
A-N
DN
JM
B.

The City of Harare, the Contracting Party and the Contractor shall facilitate the continuation of pension policies of all employees that consent to take up employment with the Contractor. Details concerning the pension arrangements for the transferring employees must be addressed. Geo Pomona Waste Management is to facilitate the continuation of employee contributions to their respective pension schemes without incurring additional costs.

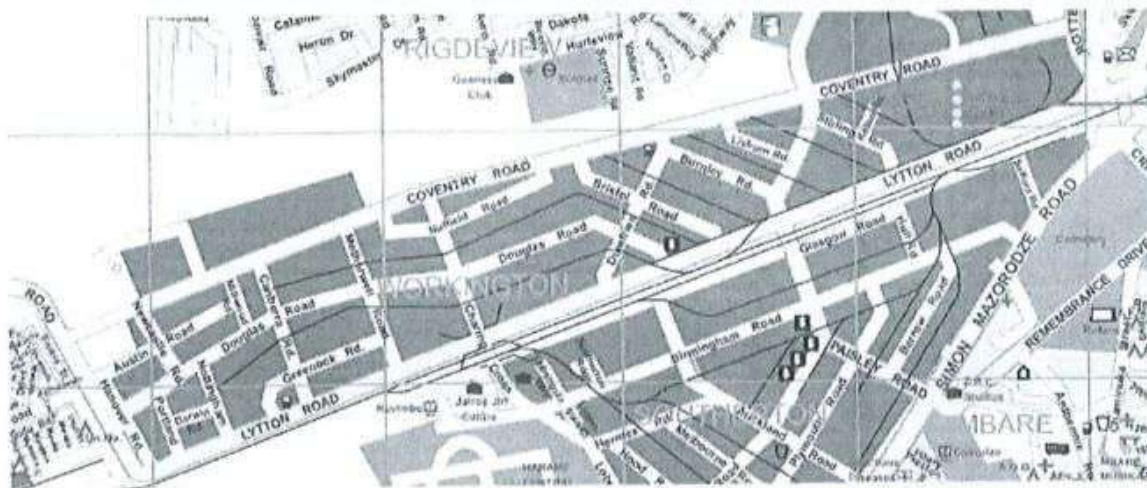
c) Unpaid Salaries

The City of Harare irrevocably undertakes and agrees to settle all the transferred employees should there be any unpaid salaries as at the date of transfer. The transferred employees also agree and undertake not to lay any claim for unpaid salaries against the Contractor as at the date of transfer

AN
JMSW
[Signature]



B. Workington (between Coventry Rd, Rottenrow Rd, Lytton Road, Kambuzuma Road)



C. Southerton (between Simon Mazorodze, Willowvale, Gleneagles, Lytton Road)

A N
J M
B