

AGREEMENT
MADE AND ENTERED INTO BY AND
BETWEEN

THE AIR FORCE OF ZIMBABWE

(Hereinafter referred to as “the Buyer”)



And

POWERTEL COMMUNICATIONS

(Hereinafter referred to as “the Seller”)

FEBRUARY 2016

KC
Tm
Amk
p.p. N7

WHEREAS THE BUYER IS DESIROUS OF CONTRACTING FOR SUPPLY AND INSTALLATION OF INTERNET SERVICE SYSTEM AND THE SELLER IS DESIROUS TO SUPPLY AND INSTALL THE INTERNET SERVICE SYSTEMS.

WHEREAS THE BUYER AND SELLER HAVE AGREED TO ENTER INTO AN AGREEMENT FOR THE SUPPLY AND INSTALLATION OF INTERNET SERVICE SYSTEM AND THAT SUCH AGREEMENT SHALL TAKE PLACE SUBJECT TO THE CONDITIONS HEREINAFTER SET OUT:

NOW THEREFORE THOSE PRESENT WITNESSETH THAT:

The SELLER hereby agrees and undertakes to take all necessary steps to supply and install Internet Service Systems in the correct specifications according to client's request; and the Buyer hereby agrees and undertakes to take all necessary steps to inspect the Internet Service Systems before concluding the contract procedures.

1. PRICE

1.1 The SELLER has agreed to supply and install the Internet Service Systems at a monthly subscription of **USD 4 945.00** including VAT for a minimum period of 5 to 10 years.

1.2 The price shall remain fixed unless both parties agree to alter the prices in writing.

2. PAYMENT

2.1 The BUYER hereby undertakes to pay a monthly subscription of **USD 4 945.00** and the first subscription shall be paid after inspection and acceptance by the BUYER.

2.2 In the event of disruption of the internet service caused by technical faults or otherwise but not of the BUYER'S fault, the subscription payable shall be calculated based on the number of days of full service taking into cognisance the provisions of Section 4.2.

3. MODE OF PAYMENT

3.1 The BUYER shall pay monthly subscriptions of **USD 4 945.00** for the supply and installation of Internet Service Systems through electronic transfer of funds into the SELLER's account with the following details:

Account Name: Powertel communications
Bank: Stanbic Bank
Account Number: 0222024648050
Branch: Parklane Ave

3.2 The parties may agree to settle for other modes of payment such as set-offs of the SELLER'S tax liabilities against the indebtedness of the BUYER. In such a case, Treasury's concurrence shall be sought by the BUYER.

4. **DELIVERY**

4.1 Supplying and installation of Internet Service Systems shall be completed within one week from the date of signing of contract and delivery shall be deemed to have taken place when all the supplying and installation has been done with all the systems operating at full capacity inspected and accepted by the BUYER's inspectors.

4.2 In terms of execution of this contract, the internet service shall be delivered continuously and consistently at the agreed speed and specification throughout the payment period. Any variation shall cause Section 2.2 to be invoked.

The seller agrees to provide the correct specifications as given in Section 5 below.

5. **SPECIFICATIONS**

ITEM	EXPECTED SPECIFICATIONS
BANDWIDTH	20 Mbps
TYPE OF NETWORK	Dedicated 1:1 (Not shared)
DOWNLOAD AND UPLOAD SPEED	Fast to very fast with less bottlenecks(20Mbps up/down)
NETWORK RELIABILITY	Stable and always available(reliable + redundancy)
NETWORK AVAILABILITY	Always Available 99.9%
FAULT REACTION	Quick response on site 24/7 Call centre
NETWORK SUPPORT	24 Hour call centre
Engineers & Technicians	Nationwide dedicated Engineers and Technicians
Account Managers	Key account managers in every region

6. **INSPECTIONS**

6.1 The BUYER or its representatives shall, at its own expense, make some inspection of the Internet Service Systems to confirm its conformity with the contract.

7. **WARRANTY**

7.1 The SELLER warrants the supplied and installed Internet Service Systems against any defects in material, design and/or workmanship and that the Internet Service Systems shall comply with the specification laid down in the contract.

7.2 The warranty is limited to the repair and/or replacement of parts and the SELLER offers a warranty period of a minimum of one year.

7.3 The SELLER shall replace the defective parts at no cost to the BUYER and the SELLER shall remove defective parts at his own cost and risk.

8. **CONTRACT AMENDMENTS**

8.1. No variation or modification of the terms of this Contract shall be made except by written amendment signed by both parties.

9. **TERMINATION BY DEFAULT**

9.1 The BUYER may, without prejudice to any other remedy for breach of this Contract, by written notice of default sent to the SELLER, terminate the Contract in whole or in part if:

a. The SELLER fails to supply and install the Internet Service Systems within the time period specified in the Contract, or any extension thereof granted by the BUYER.

b. In the execution of this contract, the SELLER fails to deliver/perform his obligations stated in Section 2.2.

10. **TERMINATION FOR INSOLVENCY**

10.1. In the event of bankruptcy or insolvency, the BUYER may at any time terminate this Contract by giving written notice to the SELLER, provided that such termination will not affect or prejudice any right of action or remedy which has accrued or will accrue thereafter to the BUYER.

11. **RESOLUTION OF DISPUTES**

11.1. The BUYER and the SELLER shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this Contract.

11.2. If after thirty (30) days from the commencement of such informal negotiations, the BUYER and the SELLER have been unable to resolve amicably a Contract

dispute; either party may require that the dispute be referred to adjudication and/or arbitration in accordance with the laws of Zimbabwe.

12. **NOTICES**

12.1 Any notice given by one party to the other pursuant to this Contract shall be sent in writing or confirmed by the recipient in writing to the address specified for that purpose in this Contract.

13. **APPLICABLE LAW**

13.1. This Contract shall be interpreted in accordance with the laws of Zimbabwe.

14. **CONTRACT TO BE IN WRITING**

14.1. This Contract shall be written and signed by both parties including their witnesses. Three copies of the Contract shall be signed, one copy for the SELLER and two copies for the BUYER.

15. **HEADINGS AND CLAUSES**

15.1. Headings and clauses, paragraphs and sections of this Contract and of the schedules hereto are for convenience only and shall not affect the interpretation of the Contract.

16 **INTERPRETATION**

16.1. This agreement shall be a written agreement and constitute the entire agreement between the SELLER and the BUYER and no verbal agreements, undertakings, representations and/or warranty shall vary, or modify the terms and conditions hereto unless they have been put down in writing and logged with the parties to this contract.

17. **SECRECY**

17.1. The SELLER undertakes that any information about this contract shall not be communicated to any person and under no circumstances any information shall be given to any press and agency not authorised by the Director Administration. The SELLER should take note that this Contract is governed by the Official Secrets Act 11:09 as modified and amended up to date.

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18. **ENTRY INTO FORCE**

18.1. This Contract shall come into force immediately upon signature by both parties.

ADDRESSES SHALL BE AS FOLLOWS:

FOR THE BUYER

THE DIRECTOR ADMINISTRATION
PRIVATE BAG 7721
CAUSEWAY

FOR THE SELLER:

POWERTEL COMMUNICATIONS
10th FLOOR JOINA CITY
CNR J MOYO & J. NYERERE WAY
HARARE
ZIMBABWE

Thus done and signed at Harare on this 31st day of MARCH 2016.

[Signature]
D M KADYAUTUMBE
For & on behalf of the BUYER

[Signature]
For & on behalf of the SELLER

Witnesses

For The BUYER

a. [Signature]
K CHITHAYO

b. _____

For The SELLER

a. [Signature]

b. [Signature]