

***[ZIMBABWE COUNCIL  
FOR HIGHER  
EDUCATION]***

**STANDARD**

**BIDDING**

**DOCUMENT**

**for the**

**Procurement of Goods**

**April 2020**



**Standard Bidding Document for  
the Procurement of: Office  
Furniture**

**Procurement Reference  
No:ZIMCHE/FURNCAP2020**

**Procuring Entity:ZIMCHE**

**Date of Issue:**

## **Table of Contents**

**Part 1: Bidding Procedures**

**Part 2: Statement of Requirements**

**Part 3: Contract**

## **PART 1: BIDDING PROCEDURES**

### **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). The terms and requirements in the Act and Regulations govern the submission of Bids and should be read by all Bidders.

**Procurement Reference Number: ZIMCHE/FURNCAP2020**

### **Preparation of Bids**

You are requested to bid for the supply of the goods specified in the Statement of Requirements below, by completing and returning the following documentation:

1. the Bid Submission Sheet in this Part;
2. the Statement of Requirements in Part 2;
3. a copy of every document necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations;
4. Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe;
5. A bid security or bid securing declaration in the format specified in this Part;
6. A copy of company registration documents, tax clearance, VAT registration, vendor number, bank reference letter and letter of litigation status.

You are advised to carefully read the complete Bidding Document, as well as the General Conditions of Contract which are available on the Authority's website, before preparing your Bid. Part 3: Contract is provided not for completion at this stage but to enable Bidders to note the Contract terms they will enter into if their Bid is successful.

The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction. All pages of the Bid must be clearly marked with the Procurement Reference Number above and the Bidder's name and any reference number.

### **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.

### **Clarification**

Clarification of the bidding document may be requested in writing by any Bidder **before 04** May 2020 and should be sent to:

Procurement Manager  
Zimbabwe Council of Higher Education  
21 J.M.N. Nkomo Road  
Hatfield  
Harare



Prices must be quoted as specified in the Price Schedule included in Part 2 Statement of Requirements. In quoting prices, the Bidder is free to use transportation through carriers registered in any eligible country and similarly may obtain insurance services from any eligible country. Prices quoted must include the following costs and components:

- (a) For Goods
  - (i) the price of the Goods and the cost of delivery to the final destination, including the relevant INCOTERM, as stated in the Delivery Schedule;
  - (ii) the custom duties to be paid on the Goods on entry in Zimbabwe, if not already included;
  - (iii) Any other applicable import taxes;
  - (iv) any sales and other taxes due within Zimbabwe which will be payable on the Goods, if not already included;
  - (v) any rebate or mark-up of the local agent or representative.
- (b) for Related Services, (other than inland transportation and other services required to convey the Goods to their final destination), whenever such Related Services are specified in the Schedule of Requirements:
  - the price of each item comprising the Related Services (inclusive of any applicable taxes).

**Bid Security (Please ignore this requirement because of the Covid lockdown)**

The Bidder must include either:

A bid security that will be the required to be **paid 2.5% of** the total amount of the goods.

1. Certified bank cheque in the name of ZIMCHE
2. Bank guarantee
3. Cash deposit to the authority (PRAZ)

If option 3 is chosen, bidders must **pay 2.5% for the bid security directly to PRAZ**

A “Bid-Securing Declaration” using the form included in Part 2. Any bid not accompanied by a Bid Security or Bid Securing Declaration, where this is a requirement of bidding, will be rejected by the Procuring Entity as non-responsive.

The Bid Security or Bid- Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration must be in the names of all intended partners.

**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.

**Evaluation criteria**

The Procuring Entity's evaluation of a Bid will take into account, in addition to the Bid Price, the specifications by end user and life span.

- (a) **Delivery schedule:** The specified Goods are required to be delivered by the date indicated in the Delivery Schedule in Part 2. Bids offering delivery after the date shall be treated as non-responsive.
- (b) **Deviation in payment schedule:** The payment schedule is stated in the Special Conditions of Contract (SCC) in Part 3. A Bidder may propose a deviation from the schedule and if the deviation is considered acceptable to the Procuring Entity, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate of interest indicated by the Reserve Bank of Zimbabwe on the closing date for submission of bids.
- (c) **Cost of major replacement components, mandatory spare parts, and service:** *[State any high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation.]* Bidders must state the unit prices for these items. The total cost of these items and quantities will be added to the Bid price, for evaluation purposes only.
- (d) **Life Cycle Costs:** *[Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Life cycle costs will be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation]*  
*[Either amend the following text as required, or delete it if life cycle cost is not applicable]*
  - (i) number of years for life cycle cost determination is *[insert the number of years]*;
  - (ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is *[insert the discount rate]*;
  - (iii) the annual operating and maintenance costs (recurrent costs) will be determined on the basis of the following methodology: *[insert methodology]*;
- (iv) the following information is required from bidders *[insert any information required from bidders,*

### **Domestic Preference**

A margin of preference, in accordance with the procedures outlined in section 8 of the Regulations, will apply.

- (a) The percentage of preference to be given to domestic providers is *[15% fifteen percent]*.
- (b) Any additional preference to be given to women-owned businesses *[ must not exceed fifteen per cent (15%)]*.
- (c) Eligibility for the margin of preference will be based on the following factors *[state eligibility criteria in terms of ownership, location of bidder or production facilities, origin of labour, raw material or components, extent of proposed sub-contracting or association with local partners and any other relevant factors]*.
- (d) Documentation required from the Bidder as evidence of eligibility for the margin of preference is/are:

### **Eligibility and Qualification Criteria**

Bidders are required to meet the criteria in section 28 of the Act to be eligible to participate in public procurement and to be qualified for the proposed contract. They must therefore provide any available documentation and certify their eligibility in the Bid Submission Sheet. To be eligible, Bidders must *[specify the documentation that is required to demonstrate the criteria listed below]*:

1. have the legal capacity to enter into a contract;

2. not be insolvent, in receivership, bankrupt or being wound up, not have had business activities suspended and not be the subject of legal proceedings for any of these circumstances;
3. have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe;
4. not have a conflict of interest in relation to this procurement requirement;
5. 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;
6. have the nationality of an eligible country as specified in the Special Conditions of Contract; and
7. 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.

Participation in this bidding procedure is open to *[both Zimbabwean and foreign bidders]*. *[Where the procurement is below the threshold in section 10(3) of the Regulations and bids are being invited from Zimbabwean suppliers only, edit to state that “Participation in this bidding procedure is restricted to Zimbabwean bidders” and state any documentation required as evidence of the nationality of the bidder.]*

### **Origin of Goods**

All goods and related services must have as their country of origin an eligible country, as specified in the Special Conditions of Contract.

### **Technical Criteria**

The Technical Specifications Sheet details the minimum specification of the goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification.

### **Item Description: Office Furniture [LOT 1]**

	<b>DESCRIPTION</b>	<b>QUANTITY</b>
1	Executive L/shaped desk (made of hardwood teak with a natural finish and leather touch up at the front and top)	1
2	Semi –executive L/shaped desk (made of hardwood teak with a natural finish and leather touch up on the top)	8
3	Standard desk (made of hardwood teak with a natural finish )	7
4	Six drawer desk	3
5	Executive Leather padded swivel chair	19
6	Leather Padded visitors chair	2



# **BIDDING DOCUMENT FOR THE PROCUREMENT OF PROCUREMENT REFERENCE NO: ZIMCHE/FURNCAP2020**

## **PART 1 BIDDING PROCEDURES**

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### **Currency**

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

### **Award of Contract**

The lowest evaluated bid, after application of any additional evaluation criteria, including any margin of preference, which is substantially responsive to the requirements of this bidding document will be recommended for award of contract. In the case where there are Lots 1 to 4 and the bidder wins all four Lots then, there can only be awarded two and then the other two Lots can be awarded to the next cheaper one. The proposed award of contract will be by issue of a Notification of Contract Award in terms of section 55 of the Act which will be effective until signature of the contract documents in accordance with Part 3: Contract. 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.

### **Right to Reject**

The Procuring Entity reserves 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.

### **Corrupt Practices**

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:

1. 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;
2. the Authority may under section 72 (6) of the Act impose the sanctions under section 74 (1) of the Regulations; and
3. any conflict of interest on the part of the Bidder must be declared.

## **Bid Submission Sheet**

*{Note to Bidders: Complete this form with all the requested details and submit it as the first page of your Bid. Attach the completed Statement of Requirements and any other documents requested in Part 1. Ensure that your Bid is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bid prevail over any attachments. If your Bid is not authorised, it may be rejected. If the Bidder 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.*

*Bidders must 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}.*

**Procurement Reference**  
Number: ZIMCHE/FURNCAP2020

**Subject of Procurement:**  
Office Furniture

**Name of Bidder:**

**Bidder's Reference Number:**

**Date of Bid:**

We offer to supply the items listed in the attached Statement of Requirements, at the prices indicated on the attached Price Schedule and in accordance with the terms and conditions stated in your Bidding Document referenced above.

We confirm that we meet the eligibility criteria specified in Part 1: Procedures of Bidding.

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

The validity period of our bid is: ...60..days from the date of submission.

We confirm that the prices quoted in the attached Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision, variation or adjustment.

### **Bid Authorised By:**

<b>Signature</b> .....	<b>Name:</b> .....
<b>Position:</b> .....	<b>Date:</b> .....(DD/MM/YY)
<b>Authorised for and on behalf of:</b>	
<b>Company</b> .....	
<b>Address:</b> .....	

**BIDDING DOCUMENT FOR THE PROCUREMENT OF  
PROCUREMENT REFERENCE NO: ZIMCHE/FURNCAP2020**

**PART 1 BIDDING PROCEDURES**

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## PART 2: STATEMENT OF REQUIREMENTS

Name of Bidder:

Bidder's Reference Number:

### List of Goods and Price Schedule

Currency of Bid: ZWL\$.....

Item No <sup>1</sup>	Description of Goods	Quantity <sup>2</sup>	Unit Price <sup>3</sup>	Total Price <sup>4</sup>
			<i>[to be provided by the Bidder]</i>	<i>[to be provided by the Bidder]</i>
c	Executive L/shaped desk (made of hardwood teak with a natural finish and leather touch up at the front and top)	1		
2	Semi – executive L/shaped desk (made of hardwood teak with a natural finish and leather touch up on the top)	8		
3	Standard desk (made of hardwood teak with a natural finish)	7		
4	Six drawer desk	3		
5	Executive Leather padded swivel chair	19		
6	Leather padded visitors chair	2		


- Note 1: Lots and packages should be shown as separate items.
  - Note 2: The description or quantity must indicate the unit of measure where relevant.
  - Note 3: Unit and total prices must be for delivery through to the final destination stated in Part 1.
  - Note 4: Include any additional costs, such as installation or commissioning.
- The price to be quoted in the Price Schedule must be the total price of the bid, excluding any discounts offered.

**BIDDING DOCUMENT FOR THE PROCUREMENT OF  
PROCUREMENT REFERENCE NO:ZIMCHE/FURNCAP2020**

**PART 2 STATEMENT OF REQUIREMENTS**

## Delivery Schedule

Name of Bidder:

Bidder's Reference Number:

*{Note to Bidders: If the delivery period offered, or any other details, differ from the requirements below, this should be stated in your tender}.*

Item No	Description of Goods	Quantity	Physical Unit	Delivery Date Required by Procuring Entity and applicable INCOTERM	Bidder's offered Delivery period
				<i>[Completed by Procuring Entity]</i>	<i>{to be provided by the Bidder}</i>
1	Executive L/shaped desk (made of hardwood teak with a natural finish and leather touch up at the front and top)	1			
2	Semi – executive L/shaped desk (made of hardwood teak with a natural finish and leather touch up on the top)	8			
3	Standard desk (made of hardwood teak with a natural finish)	7			
4	Six drawer desk	3			
5	Executive Leather padded swivel chair	19			
6	Leather padded visitors chair	2			
7					
8					
9					

The delivery period required is measured from the date of the signing of the Contract between the Procuring Entity and the Bidder.

The Project Site for delivery of the goods is *[insert full physical address of the final destination]*  
the final destination:



**BIDDING DOCUMENT FOR THE PROCUREMENT OF  
PROCUREMENT REFERENCE NO:ZIMCHE/FURNCAP2020**

**PART 2 STATEMENT OF REQUIREMENTS**

**Technical Specification and Compliance Sheet**

Name of Bidder:

Bidder's Reference Number:

*The Goods and Related Services must comply with following Technical Specifications and Standards:  
[Columns a and b are completed by the Procuring Entity. Column c must be completed by the Bidder to indicate the full specification of the items offered and their compliance with the specification required (in Column b)]*

<i>a</i>	<i>b</i>	<i>c</i>
<i>Item No</i>	<i>Item description and full technical Specification required (including applicable standards)</i>	<i>{Confirm full specification of items offered by Bidder <u>and</u> compliance of items to detail in column b}</i>
1	Executive L/shaped desk (made of hardwood teak with a natural finish and leather touch up at the front and top)	
2	Semi – executive L/shaped desk (made of hardwood teak with a natural finish and leather touch up on the top)	
3	Standard desk (made of hardwood teak with a natural finish)	
4	Six drawer desk	
5	Executive Leather padded swivel chair	
6	Leather padded visitors chair	

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c or their tender will be rejected. **Bidders are required to include technical literature to positively support the details provided in column c.**

**Declaration by the Accounting Officer**

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

*[To be signed by the Accounting Officer of the Procuring Entity, together with his/her name and designation.]*



**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

**PROCUREMENT REFERENCE NO:ZIMCHE/FURNCAP2020**

**PART 2 STATEMENT OF REQUIREMENTS**

**Bid-Securing Declaration**

*{The Bidder must fill in this Form in accordance with the instructions indicated, where it has been stated in the Bidding Procedures that a Bid-Securing Declaration is a requirement of bidding}.*

Procurement Reference number:

Date: .....[date (in day, month and year format)]

Bidder’s Reference Number:

To: {full name of Procuring Entity}

We, the undersigned, declare that:

We understand that, according to the terms and conditions of your bidding documents, bids must be supported by a Bid-Securing Declaration.

We accept that we may be debarred from bidding for any contract with a Procuring Entity in Zimbabwe for a period of time to be determined by the Authority, if we are in breach of our obligation(s) under the bidding conditions, because:

- (a) we have withdrawn our Bid during the period of Bid validity;
- (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, we fail or refuse to execute the Contract.

We understand this Bid Securing Declaration will expire if we are not the successful Bidder, either when we receive your notification to us of the name of the successful Bidder, or twenty-eight days after the expiration of our Bid, whichever is the earlier.

**Signed** ..... **Name:** .....

**In capacity of:** ..... **Date:** .....(DD/MM/YY)

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

**Company** .....

**Address:** .....

**Corporate Seal (where appropriate)**

*{Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all the partners to the Joint Venture that submits the Bid.}*

## **PART 3 CONTRACT**

## **Contract Agreement**

### **Procurement Reference:.....**

THIS CONTRACT AGREEMENT is made the *[insert: date]* day of *[insert: month]*, *[insert: year]*.

### **BETWEEN**

- (1) *[insert complete name of Procuring Entity]*, a *[ insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of Zimbabwe, or corporation incorporated under the laws of Zimbabwe]* and having its principal place of business at *[insert full postal address of Procuring Entity]* (hereinafter called “the Procuring Entity”), and
- (2) *[insert name of Contractor]*, a corporation incorporated under the laws of *[insert: country of Contractor]* and having its principal place of business at *[insert full postal address of Contractor]* (hereinafter called “the Contractor”).

WHEREAS the Procuring Entity invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Contractor for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency]* (hereinafter called “the Contract Price”).

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are assigned to them in the General and Special Conditions of Contract referred to below.
2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications);
  - (e) The Contractor’s Bid, original Price Schedules and Delivery Schedule;
  - (f) The Procuring Entity’s Notification of Contract Award;
  - (g) *[Add here any other document(s)]*.
3. This Contract Agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Procuring Entity to the Contractor as mentioned below, the Contractor hereby agrees with the Procuring Entity to provide

the Goods and Services and to remedy any defects in them in conformity with the Contract.

5. The Procuring Entity hereby agrees to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of any defects in them, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Zimbabwe on the day, month and year indicated above.

**For and on behalf of the Procuring Entity**

Signed: .....

Name:

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

**For and on behalf of the Contractor**

Signed: .....

Name:

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

# BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO: ZIMCHE/FURNCAP2020

PART 3 CONTRACT

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## General Conditions of Contract

Any resulting contract is subject to the Zimbabwe General Conditions of Contract (GCC) for the Procurement of Goods (copy available on request) except where modified by the Special Conditions below.

## Special Conditions of Contract

Procurement Reference Number: .....

The clause numbers given in the first column correspond with the relevant clause number of the General Conditions of Contract.

GCC reference	Special Conditions
GCC 7.5	<b>Eligible Countries:</b> All countries are eligible, except for <i>[list countries]</i> .
GCC 8.1	<b>Notices:</b> Any notice shall be sent to the following addresses:  For the Procuring Entity, the address shall be as given in the Contract document and the contact shall be <i>[state name of contact and the location where he/she can be found]</i> .  For the Contractor, the address shall be as given in the Bid and the contact shall be <i>[state name of contact]</i>
GCC 19.1	<b>Liquidated Damages:</b> Liquidated Damages in terms of section 88 of the Act shall/shall not <i>[delete as appropriate]</i> apply. <i>[Where applicable, state the percentage of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction after which the Contract may be terminated. State the terms of liquidated damages by specifying the details as required in section 88 of the Act.]</i>

GCC reference	Special Conditions
GCC 21.2	<p><b>Packing, Marking and Documentation:</b> The goods shall meet the following special packing requirements in addition to the general requirements stated in GCC clause 21.1 <i>[State any special packing requirements]</i></p> <p>The documents to be furnished by the Contractor are:</p> <p><i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Contractor’s warranty certificate, inspection certificate issued by nominated inspection agency, Contractor’s factory shipping details etc]</i></p> <p><b>Sample provision - For Goods supplied from abroad:</b></p> <p>Upon shipment, the Contractor shall notify the Procuring Entity and the insurance company in writing of the full details of the shipment. In the event of Goods sent by airfreight, the Contractor shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Contractor shall email and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:</p> <ul style="list-style-type: none"> <li>(i) one original and two copies of the Contractor’s invoice, showing the Procuring Entity as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;</li> <li>(ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked “freight prepaid” and showing Procuring Entity as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;</li> <li>(iii) two copies of the packing list identifying contents of each package;</li> <li>(iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;</li> <li>(v) one original of the manufacturer’s or Contractor’s Warranty Certificate covering all items supplied;</li> <li>(vi) original copy of the Certificate of Inspection furnished to the Contractor by the nominated inspection agency and six copies <i>[state whether inspection is required]</i>;</li> <li>(vii) <i>[any other procurement-specific documents required for delivery/payment purposes]</i>.</li> </ul> <p><b>Sample provision - For Goods from within Zimbabwe</b></p> <p>Upon or before delivery of the Goods, the Contractor shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) one original and two copies of the Contractor’s invoice, showing the Procuring Entity, the Contract number, Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original;</li> <li>(ii) two copies of delivery note, road consignment note, truck or air waybill, or</li> </ul>

# BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO: ZIMCHE/FURNCAP2020

PART 3 CONTRACT

GCC reference	Special Conditions
GCC 22.1	<b>Insurance:</b> The Goods shall be insured <i>[state whether as specified in the Incoterms or any alternative arrangement.]</i> .
GCC 23.1 & 23.2	<b>Inspections and tests:</b> the tests and/or inspections of the Goods and Related Services that the Contractor is required to carry at its own expense are: <i>[provide details including the place where the tests will be carried out or delete]</i> .
GCC 24.1	<b>Performance security:</b> The Contractor shall provide a performance security of <i>[state a fixed amount or percentage, which shall be no more than ten (10) per cent]</i> of the Contract Price. The performance security shall be denominated in the currency of the Contract and issued by a Bank located in Zimbabwe or a foreign Bank through correspondence with a Bank located in Zimbabwe or from another financial institution acceptable to the Procuring Entity. The format shall be based on the template following the Special Conditions of Contract in this Part <i>[Delete if performance security is not required.]</i>
GCC 24.4	<b>Reduction of performance security</b> <i>[State whether the Performance Security will be progressively reduced in line with the Contractor's progress in delivering or completing the procurement requirement to which the security relates]</i>
GCC 25.1	<b>Warranty:</b> The period of the warranty shall be <i>[state number of]</i> months.
GCC 25.6	<b>Failure to remedy a defect:</b> The period allowed to the Contractor to remedy a defect during the period of the Warranty shall be <i>[state number of months or days]</i> .
GCC 29.1	<b>Price adjustments:</b> The following price adjustments are applicable <i>[State any arrangements for adjustment of the contract price.]</i>
GCC 30.1	<p><b>Terms of Payment:</b> The structure of payments shall be:</p> <p><b>Sample provision</b></p> <p><b>Advance payment:</b> <i>[State whether any advance payment, as defined in section 63 (1) of the Regulations is to be made and any security required or delete this provision.]</i></p> <p><b>On Delivery:</b> Ninety (90) per cent of the Contract Price shall be paid within a maximum of sixty (60) days of receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p><b>On Acceptance:</b> The remaining ten (10) per cent of the Contract Price shall be paid to the Contractor within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
GCC 31.1	<b>Contract Administration Fee:</b> The Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations is due upon the signing of the Contract and the applicable Fee is \$ <i>[State applicable Fee or delete]</i> .

# Bank Guarantee for Performance Security

*[Delete page if no Performance Security is required in the SCC]*

*[This is the format for the Performance Security to be issued by a commercial bank in Zimbabwe in accordance with GCC 18.1]*

Contract No:

Date:

To:

[Name and address of Procuring Entity]

## PERFORMANCE GUARANTEES No:

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil, delay or argument, any sum or sums not exceeding in total an amount of *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until full recovery of the entire sum of money above stated, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee in case of default.

Signature

Signature

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**BIDDING DOCUMENT FOR THE PROCUREMENT OF**

**PROCUREMENT REFERENCE NO: ZIMCHE/FURNCAP2020**

**PART 3 CONTRACT**

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**ADVANCE PAYMENT SECURITY**

*[Delete page if no Advance Payment is required in the SCC]*

*[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year)]*  
Procurement Reference No: *[insert reference]*

*[Issuing bank’s letterhead]*

**Beneficiary:** *[insert legal name and address of Procuring Entity]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We have been informed that ..... *[name of the Contractor]* (hereinafter called “the Contractor”) has entered into Contract No..... *[procurement reference number of the Contract]*, dated *[insert day and month]*, *[insert year]* with you, for the execution of ..... *[name of contract and brief description of Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum ..... *[name of the currency and amount in figures]* <sup>1</sup> (..... *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we ..... *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *[name of the currency and amount in figures]\** (..... *[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number .....*[Contractor’s account number]*. at ..... *[name and address of the Contractor’s Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ..... day of ..... <sup>2</sup>, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year]*, in response to the Procuring Entity’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.  
.....

*[Seal of Bank and Signature(s)]*.....

**Note –**

*All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.*

*1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*

*2 Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request*

*an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*