

**[ZIMBABWE COUNCIL
FOR HIGHER
EDUCATION]**

**STANDARD
BIDDING
DOCUMENT**

**for the
Procurement of Goods**

April 2020



BIDDING DOCUMENT FOR THE PROCUREMENT OF *[22 LAPTOPS AND 2 MEDIUM PRINTERS]*

PROCUREMENT REFERENCE NO: ZIMCHE/ICTCAP2020

**Standard Bidding Document for
the Procurement of: Laptop and
Printers**

**Procurement Reference
No:ZIMCHE/ICTCAP2020**

Procuring Entity:ZIMCHE

Date of Issue:

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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.

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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 4 May 2020 and should be sent to:

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

Validity of Bids

The minimum period for which the Bidder's bid must remain valid is 60 days from the deadline for the submission of bids.

Submission of Bids

Bids must be submitted in writing in a sealed envelope to the address below, no later than the date and time of the deadline below. It is the Bidder's responsibility to ensure that they receive a receipt confirming submission of their bid that has correct details of the Bidder and the number of the Bid.

The Bidder must mark the envelope with the Bidder's name and address and the Procurement Reference Number.

[The Bidder must prepare one original of the documents comprising the Bid and clearly mark it "ORIGINAL." In addition, two of copies of the Bid, which must be clearly marked "COPY." In the event of any discrepancy between the original and the copies, the original will prevail].

Late bids will be rejected. The Procuring Entity reserves the right to extend the bid submission deadline but will notify all potential bidders who have collected the bidding documents of the amended bid submission deadline.

Date of deadline:

4 May 2020

Deadline Time:

12.00pm

Submission address:

Zimbabwe Council for Higher Education
21 J.M.N.Nkomo Rd
Hafield
Harare

Means of acceptance:

Sealed bids should be submitted on a sealed envelope and should be dropped in a tender box at the reception.

Bid opening

Bidders and their representatives may witness the opening of bids, which will take place at the submission address immediately following the deadline.

Withdrawal, amendment or modification of Bids

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative. However, no Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder or any extension of that period.

Delivery Requirements

The delivery period required (from the date of contract signing) and the final destination for delivery are as indicated in the Delivery Schedule in Part 2.

Bid Prices and Discounts

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The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules must conform to the requirements specified below.

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 of 2.5% in the following form

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.

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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 following criteria and methodologies. *[Delete those that do not apply or state "no additional criteria" if none apply.]*

- (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, including prices]*.

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 *[, up to maximum of fifteen per cent (15%)]*.
- (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

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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: Intel i5 core Laptops [LOT 1]

	Component	Our Requirement
1	Model & Make	Hp 450 Pro book
2	Processor	Latest Intel core i5
3	Chipset	Intel QM87 Express or higher
4	Motherboard	Intel Original or OEM motherboard
5	Memory	8 GB DDR3 upgradable to 16GB
6	HDD	500 GB or higher SATA 7200 RPM
7	Security	Security Lock slot
8	Graphics	Integrated on Board
9	Networking	Bluetooth 4.0, Ethernet, Fast Ethernet, Gigabit Ethernet, IEEE 802.11a, IEEE 802.11ac, IEEE 802.11b, IEEE 82.11g, IEEE 802.11n
10	Optical Drive	DVDRW 16x or better
11	Ports	At least 3 USB 3.0 Ports, RJ45, audio out, VGA Port, HDMI, and at least one SD card reader
12	Screen	Antiglare 15.6" or higher
13	Power Adapter	AC 120/240 V (50/60 Hz)

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14	Battery	4 cell or above
17	Operating System	Microsoft Windows 8.1, 10 capable
18	Warranty	1 year warranty
19	Laptop bag	

Item Description: Intel i3 core Laptops [LOT 2]

	Component	Our Requirement
1	Model & Make	Hp 450 Probook
2	Processor	Latest Intel core i3
3	Chipset	Intel QM87 Express or higher
4	Motherboard	Intel Original or OEM motherboard
5	Memory	8 GB DDR3 upgradable to 16GB
6	HDD	500 GB or higher SATA 7200 RPM
7	Security	Security Lock slot
8	Graphics	Integrated on Board
9	Networking	Bluetooth 4.0, Ethernet, Fast Ethernet, Gigabit Ethernet, IEEE 802.11a, IEEE 802.11ac, IEEE 802.11b, IEEE 802.11g, IEEE 802.11n
10	Optical Drive	DVDRW 16x or better
11	Ports	At least 3 USB 3.0 Ports, RJ45, audio out, VGA Port, HDMI, and at least one SD card reader
12	Screen	Antiglare 15.6" or higher
13	Power Adapter	AC 120/240 V (50/60 Hz)
14	Battery	4 cell or above
17	Operating System	Microsoft Windows 8.1, 10 capable
18	Warranty	1 year warranty
19	Laptop bag	

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PART 1 BIDDING PROCEDURES

Spectre [LOT 3]

Spectre x360 15 GEM-CUT DESIGN (4k screen) stylus Pen

Core™ i7 or i9

Processor 8550U (8th Generation or higher)

1.8GHz

512GB SSD or Higher

16GB RAM

15.6" 4K (3840x2160) IPS TOUCHSCREEN BT

WIN10 PRO

Webcam NVIDIA®MX150 2048MB

DARK ASH SILVER

Backlit Keyboard

Extra - USB 4 port hub

Extra - Wireless mouse

Extra - Backpack

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PART 1 BIDDING PROCEDURES

Printer Specification

WorkForce Pro WF-M5799DWF [LOT 4]

Component	Our requirement
Printer Speed	Up to 24 ppm black print,
Duplex Speed	15 ppm black
Connectivity	Wi-Fi & apps, print from mobile devices, LAN
Printer function	Print, copy, scan, fax(4n1)
Paper media	A4
Duty cycle per month	45.000 pages per month
	Duplex Printing
Software and Control	Software to enable network printing and security

Currency

Bids should be priced in RTGS \$80.00. The currency of evaluation will be RTGS \$80.00. 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. Bidders will be allowed to bid for all four Lots but can only be awarded two and the remaining two to the next cheaper one in prices. 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 5 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,

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PART 1 BIDDING PROCEDURES

- 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.

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PART 1 BIDDING PROCEDURES

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/ICTCAP2020

Subject of Procurement:Laptops and Printers

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:

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

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PART 1 BIDDING PROCEDURES

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PART 2 STATEMENT OF REQUIREMENTS

PART 2: STATEMENT OF REQUIREMENTS

Name of Bidder:

Bidder's Reference Number:

List of Goods and Price Schedule

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

Item No¹	Description of Goods	Quantity²	Unit Price³	Total Price⁴
			<i>[to be provided by the Bidder]</i>	<i>[to be provided by the Bidder]</i>
1	Laptops corei3	11		
2	Laptops corei5	10		
3	Laptops corei7 spectra	1		
4	Medium printers	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.

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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	Laptops corei3	11			
2	Laptops corei5	10			
3	Laptops corei7 spectra	1			
4	Medium printers	2			
5					
6					
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:

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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)]

a	b	c
Item No	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder <u>and</u> compliance of items to detail in column b}
1	Corei5: Hp450 Probook, latest intel corei5 , intel QM87 Express or higher, intel Original or OEM motherboard,8GB DDR3 upgradeable to 16GB, 500GB or higher SATA 7200RPM,Security Lock slot ,Intergrated on Board,Bluetooth4.0, Ethernet,Fast Ethernet, Gigabit Ethernet ,IEEE 802.11a ,IEEE802.11ac,IEEE802.11b,IEEE 82.11G,IEEE802.11n, DVDRW 16x or better,At least 3 USB 3.0 Ports , RJ45, audio out, VGA PORT, HDMI ,and at least one SD card reader, Antiglare 15.6 or higher, AC 120/240 V (50/60 Hz), 4 cell or above,Microsoft Windows 8.1,10 capable, 1 year warranty.	
2	Corei3: Hp450 Probook, Latest intel corei3, intel QM87 Express or higher ,intel Original or OEM motherboard ,8 GB DDR3 upgradable to 16 GB,500 GB or higher SATA 7200 RPM,Security lock slot,intergrated on board,Bluetooth 4.0, Ethernet , Fast Ethernet, Gigabit Ethernet,IEEE 802.11a,IEEE 802.11ac, IEEE 802.11b,IEEE 802.11g ,IEEE 802.11n,DVDRW 16x or better, At least 3USB 3.0 Ports, RJ45,audio out, VGA Port , HDMI, and at least one SD card reader, Antiglare 15.6 or higher,AC 120/240 V (50/60 Hz), 4 cell or above, Microsoft windows 8.1,10 capable, 1 year warranty.	
3	Spectra x360 15 GEM-CUT DESIGN (4k screen)stylus Pen,CoreTM i7 or i9,Processor 8550U (8 TH Generation or	

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PART 2 STATEMENT OF REQUIREMENTS

	higher),1.8GHz,512GB SSD or Higher,16GB RAM,15.6 K (3840x2160) IPS TOUCHSCREEN BT WIN10 PRO Webcam NVIDIA R MX150 2048MB,DARK ASH SILVER ,Backlit keyboard , Extra –USB 4 port hub, Extra – Wireless mouse, Extra – Back pack	
4	Workforce Pro WF –M 5799DWF: UP to 24ppm black print, 15ppm black, Wifi and apps, print from mobile devices , LAN, print , copy ,scan,fax (4n1), A4, 45000 Pages per month, Duplex Printing ,software to enable network printing and security.	

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.**

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PART 2 STATEMENT OF REQUIREMENTS

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.]

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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

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PART 3 CONTRACT

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]*

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PART 3 CONTRACT

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	Eligible Countries: All countries are eligible, except for <i>[list countries]</i> .
GCC 8.1	Notices: 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	Liquidated Damages: 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>

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GCC reference	Special Conditions
GCC 21.2	<p>Packing, Marking and Documentation: 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>Sample provision - For Goods supplied from abroad:</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">(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;(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;(iii) two copies of the packing list identifying contents of each package;(iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;(v) one original of the manufacturer’s or Contractor’s Warranty Certificate covering all items supplied;(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>;(vii) <i>[any other procurement-specific documents required for delivery/payment purposes]</i>. <p>Sample provision - For Goods from within Zimbabwe</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>
	<p>(i) one original and two ^{five} 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;</p>

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GCC reference	Special Conditions
GCC 22.1	Insurance: The Goods shall be insured <i>[state whether as specified in the Incoterms or any alternative arrangement.]</i> .
GCC 23.1 & 23.2	Inspections and tests: 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	Performance security: 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	Reduction of performance security <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	Warranty: The period of the warranty shall be <i>[state number of]</i> months.
GCC 25.6	Failure to remedy a defect: 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	Price adjustments: The following price adjustments are applicable <i>[State any arrangements for adjustment of the contract price.]</i>
GCC 30.1	Terms of Payment: The structure of payments shall be: <i>Sample provision</i> Advance payment: <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> On Delivery: 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. On Acceptance: 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.
GCC 31.1	Contract Administration Fee: 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> .

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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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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]* ¹ (..... *[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 ², 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

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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.