# STANDARD BIDDING DOCUMENT FOR

# DOMESTIC TENDER ZIMRA NCB 12/2023



# BIDDING DOCUMENT FOR THE SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF BEYONDTRUST ACTIVE DIRECTORY BRIDGE AND ADDITIONAL PRIVILEGE MANAGEMENT FOR UNIX AND LINUX LICENSES. PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB12/2023

### PROCUREMENT REFRENCE NUMBER: DOMESTIC TENDER ZIMRA

#### NCB11/2023

#### PROCURING ENTITY: ZIMBABWE REVENUE AUTHORITY

DATE OF ISSUE:

24/03/2023

**CLOSING DATE:** 

21/04/2023



# BIDDING DOCUMENT FOR THE SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF BEYONDTRUST ACTIVE DIRECTORY BRIDGE AND ADDITIONAL PRIVILEGE MANAGEMENT FOR UNIX AND LINUX LICENSES. PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB12/2023

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PART 1 BIDDING PROCEDURES

#### **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: DOMESTIC TENDER ZIMRA NCB 12/2023

#### **Preparation of Bids**

You are requested to bid for the Supply, Delivery and Configuration of a BeyondTrust Active Directory Bridge as 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. Proof of supplier registration with the Procurement Regulatory Authority of Zimbabwe (PRAZ).
- 4. A bid security of US\$1,000,00
- 5. A copy of CR14 now CR6, CR6 now CR5, Certificate of Incorporation.
- 6. A Detailed Company profile
- 7. A Valid Tax Clearance
- 8. At least three traceable reference letters on client letterhead showing bidder's direct experience in the Supply, delivery, installation and configuration of Beyond Trust Active Directory Bridge or similar services.

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 and should be sent to;

The Director Procurement Zimbabwe Revenue Authority (ZIMRA) 10<sup>th</sup> Floor, ZB Centre



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PART 1 BIDDING PROCEDURES

Corner Kwame Nkrumah Ave/ First Street Harare, Zimbabwe.

#### Or via Email to procurement@zimra.co.zw

Such queries should be submitted within 5 days from the date of publication and responses to questions / queries will be made in writing to all prospective bidders at least 3 days before tender closing.

#### Validity of Bids

The minimum period for which the Bidder's bid must remain valid is 90 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.

Bids should be submitted in triplicate with one (1) original copy marked "ORIGINAL" and two (2) copies each marked "COPY" All 3 copies should be in sealed envelopes clearly marked with the details of the tender, and should be deposited in a tender box situated at the below address. 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:

21/04/2023

Deadline Time:

1000Hours

CAT

Submission address:

Zimbabwe Revenue Authority

10th Floor, ZB Centre

Corner Kwame Nkrumah Ave/ First Street

Harare; Zimbabwe

Means of acceptance:

Bids in the sealed envelopes shall be deposited in a tender box situated at the above address. All the bidders should record their bids in the tender submission register situated thereto, in the format prescribed in the

register.

Bid opening

HEAD OFFICE
HO OOS 2 4 MAR 2023 008 HO

PROCUREMENT

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#### PART 1 BIDDING PROCEDURES

Due to the Covid 19 pandemic, NO Bidders will be allowed to witness the opening of bids on the closing day.

#### 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**

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

Prices must be quoted as specified in the Price Schedule included in Part 4 Statement of Requirements. In quoting prices, the Bidder is free to use transportation through couriers 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;

IMBABWE

- (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**

The Bidder must include Bid Security of US\$1, 000.00 in either of the following forms:

Option 1 ----- A Certified Bank Cheque in the ZIMRA name.

Option 2 -----A Bank Guarantee in the ZIMRA name

Option 3 ----- A Cash Deposit to the Authority PRAZ

The bid security shall be valid for a period of 90 days after the end of the bidding period.

Any bid not accompanied by a Bid Security. where this is a requirement of bidding, will be rejected by the Procuring Entity as non-responsive.

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PART 1 BIDDING PROCEDURES

# If a bidder chooses options 2 or 3, the following should be noted; Option 2

#### Submission of bank guarantee

A standard bank Guarantee of US\$1,000.00 which is valid for 90 days, obtainable from a reputable Registered Commercial Bank redeemable in Zimbabwe.

Please note: The required Bank Guarantee should include the following features and be redeemable in Zimbabwe in order for it to be considered valid:

- 1. Letterhead of registered commercial bank (i.e. the Supplier of the Bank Guarantee
- 2. The Header has to clearly state that it is a Bank Guarantee.
- 3. Purpose of the Bank Guarantee to be clearly stated.
- 4. The date when the Common Seal of the said Surety was effected should be clearly shown.
- 5. Conditions of the said Obligations must be stated.
- 6. The physical address of the Surety should be given.
- 7. The validity period of the Bank Guarantee must be clearly stated.
- 8. Signature of surety and the date when it was endorsed must be clearly shown.
- 9. It must be an original document that is date stamped.
- 10. Bid Bonds from Insurance Companies are not acceptable.
- 11. All foreign Bank Guarantee to be confirmed by a local corresponding Commercial bank in Zimbabwe.

The Bank Guarantee of the unsuccessful bidders will be released immediately after the award of the Tender while that of the winning bidder will only be released after submission of the Performance Bond as specified in the tender document section 1.9

#### **Option 3**

If <u>Option 3</u> is chosen bidders must pay US\$1,000.00 for the Bid Security that shall be Refundable at the end of the bid validity period plus another US\$200.00 that shall be non-refundable for cash bid bond establishment fee in line with Part 1V of the Procurement Regulations (S.I.293 of 2022). The amount is payable at Procurement Regulatory Authority of Zimbabwe (PRAZ), 76 Samora Machel Avenue, Harare or to be deposited into the following Account numbers:

#### 1. NON-REFUNDABLE (LOCAL)

BANK NAME:

COMMERCIAL BANK OF ZIMBABWE

ACCOUNT NAME:

PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE

ACCOUNT NUMBER:

01121064850020

BRANCH:

KWAME NKRUMAH

#### 2. <u>REFUNDABLE</u> (LOCAL)

BANK NAME: ACCOUNT NAME:

COMMERCIAL BANK OF ZIMBABWE

PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE

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PART 1 BIDDING PROCEDURES

ACCOUNT NUMBER: BRANCH:

01121064850030 KWAME NKRUMAH

The Bid Security 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 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 as shown below:
- 2. Technical evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements;
- 3. Financial evaluation to check for possible arithmetic errors on prices.
- 4. Bids failing any stage will be eliminated and not considered in subsequent stages.

#### Review by the Special Procurement Oversight Committee

Section 54 of the Act provides for review by the Special Procurement Oversight Committee especially sensitive or especially valuable contracts. This requirement will be subject to this review; hence, at least two identical copies of the bid document are required. Where the copies are not identical, the contents of the bid marked original will alone be considered.

#### Evaluation criteria

#### 1. Eligibility and Qualification Evaluation

Evalu	ation Parameter	Compliant / Non-Compliant	
1.	Proof of registration with the Procurement Regulatory Authority of Zimbabwe (2023).		
2.	Valid Tax Clearance Certificate.	TO ZIMBABWA	
3.	Proof of registration with NSSA.	P Z HEBO OF THE BELLEN	
4.	Company Profile with, Certificate of Incorporation, CR6 now CR5 and CR14 now CR6 or other company registration documents.	BOX ANGUREMENT ANGULARITY	

#### Administrative and Mandatory Evaluation Criteria

Evaluation Parameter	Compliant / Non-Compliant

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#### PART 1 BIDDING PROCEDURES

1.	Bid Validity Must be 90 days.	
2.	Bid Security of US\$1,000.00	
3.	Bidders must submit a signed bid submission sheet.	E
4.	Bidders must state payment Terms, preferably within 30 days after delivery	0. 2 HER
5.	Delivery Period must be stated	EAD OFFICE MAR 2023 ROCUREMENT BOX 4360, HP
6.	Three Reference Letters on Client letterheads showing direct experience in the Supply, delivery, installation and configuration of Beyond Trust Active Directory Bridge or similar service.	THE TOWN

#### 2. Technical Evaluation

Technical evaluation shall be done as per technical specification and Compliance sheet.

#### 3. Financial Evaluation.

This shall be done using the prices submitted by bidders.

#### 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

- 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

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#### PART 1 BIDDING PROCEDURES

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.

#### **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. No alternatives to technical specifications given shall be accepted for evaluation.

#### Currency

Bids should be priced in both United States Dollars (US\$). The currency for evaluation is US\$ and the payment shall be done in ZW\$ at the prevailing Reserve Bank of Zimbabwe Interbank rate on the date of payment.

#### **Award of Contract**

The 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. The proposed award of contract will be by issue of a Notification of Contract Award in terms of section 55 of the Act that 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.

The contract will only be valid subject to payment of annual contract administration fee that is determined when the bid is deemed successful.

#### 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:

- 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.



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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.

sensitive information}.	MABABWE HEVENUE AUT
Procurement Reference Number:	HEAD OFFICE HOORING
Subject of Procurement:	2 4 MAR 2023 008) HO
Name of Bidder:	PROCUREMENT PROCUREMENT PROCUREMENT PROCUREMENT
Bidder's Reference Number:	

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: ........... {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:

Date of Bid:

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

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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:.....US\$

BIDDING DOCUMENT FOR THE SUPPLY, DELIVERY AND CONFIGURATION OF SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF BEYOND TRUST ACTIVE DIRECTORY BRIDGE.

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Lot No	Description of Goods	Quantity <sup>2</sup>	Unit of Measurement	Unit Price US\$	Total Price US\$4
				[to be provided by the Bidder]	[to be provided by the Bidder]
1	Supply, delivery, installation and configuration of BeyondTrust Active Directory Bridge and additional Privilege Management for UNIX and Linux Licenses	1		HEAD OFFICE  HEAD OFFICE  MAR 2023  ROCUREMENT  K 4360, HARARE	но
VAT				TOBU, HARAKE	
ОТН	IER COSTS				
тот	AL COSTS				

- Note 1: Bidders must attach the Original Equipment Manufacturer (OEM) certificate to the bidding documents.
- 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.

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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}.

LOT No	Description of Goods	Quantity	Physical Unit	Delivery Date Required by Procuring Entity and applicable INCOTERM	Bidder's offered Delivery period
				30 days from last signature date	{to be provided by the Bidder}
1	SUPPLY, DELIVERY, INSTALLATION AND CONFIGURATION OF BEYONDTRUST ACTIVE DIRECTORY BRIDGE AND PRIVILEGE MANAGEMENT FOR UNIX AND LINUX ADDITIONAL LICENSES	1	Each		

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



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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)]

а	В		C	
Item Vo:	Item description and full technical Specification required (including applicable standards)		{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}	
	Management for	ctive Directory Bridge and Privilege UNIX and Linux additional Licenses UCAL SPECIFICATIONS		
	Additional Beyond Trust	• Quantity – 40		
a	Privilege Management for	• Licence Duration – 2 years		
	Management for UNIX and Linux Licenses.	Integrate the new license with the current		
b	BeyondTrust Active Directory Bridge.	AD Bridge Advanced & BIUL, Per Asset Subscription- ADBridge -SUB (2 Year licence for 70 UNIX/Linux Hosts)		
		• Active Directory Authentication: Enable users to use their Active Directory credentials (username- and password) to gain access to Unix, Linux, and Mac	HAR HEAD OFFIC OOB & 4 MAR 20 PROCUREMEN	
	Features and Capabilities	<ul> <li>Group Policy: Extend the capabilities of native group policy management tools to include specific group policy settings for Unix, Linux, and Mac - achieving a consistent configuration across the enterprise.</li> </ul>	HARARE BOS HO	
		• Auditing and Reporting: Leverage a centralized and secure reporting module with hundreds of built-in regulatory- specific reports.		

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PART 2 STATEMENT OF REQUIREMENTS

a	B		C
Item No:	Item description an (including applicab	d full technical Specification required le standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
		<ul> <li>Access Control: Centrally control access to non-Windows systems by defining which users are permitted to log on to which systems via Active Directory.</li> </ul>	
		• Single Sign-On: Seamlessly transition users from desktop to remote machines, or between systems, without the need to constantly re-enter credentials. By leveraging Kerberos, Active's authentication protocol, single sign-on is easy, regardless of platform.	
		• Remote Smart Card Authentication: Perform smart card authentication without having to be physically next to the server to insert the smart card.	
	Training and	Provide training to prepare for the implementation.	
	Knowledge Transfer	<ul> <li>Provide knowledge transfer for daily maintenance of BeyondTrust Active Directory Bridge</li> </ul>	THE COLUMN
		Online Knowledgebase Access	0
		Software Download Access	O. BOR 4
1, 1	Technical	Access to Product White Papers	REV HEAD HEAD M.A. 43
	Support	Access to New Product Releases	REVENUE HEAD OFFICE MAR 202 CUREMENT 4360, HA
		Online Case Submission & Tracking	HEAD OFFICE  HEAD OFFICE  HANAR 2023  OCUREMENT  A 4350, HARARE
		Email to Case Functionality	
		• Severity 1 Target Initial Response (30 minutes)	The state of the s
		• Severity 2 Target Initial Response (8 hours)	
		Severity 3 Target Initial	
,		Response (24 hours)	
		24x7 Case creation and customisation requests via Support Portal, Email, or Phone	

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PART 2 STATEMENT OF REQUIREMENTS

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 must 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.

20.03.2023

HEAD OFFICE
HO 008 \$\( \text{4 MAR 2023} \)
PROCUREMENT
PROCUREMEN

PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 12/2023

PART 3 CONTRACT

### PART 3 CONTRACT

### **Contract Agreement**

### Procurement Reference: DOMESTIC TENDER ZIMRA NCB 12/2023

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

#### **BETWEEN**

- [insert complete name of Procuring Entity], a [insert description of type of legal (1)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
- [insert name of Contractor], a corporation incorporated under the laws of [insert: (2) 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:

- In this Agreement words and expressions shall have the same meanings as are assigned 1. to them in the General and Special Conditions of Contract referred to below.
- The following documents shall constitute the Contract between the Procuring Entity and 2. 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 (e) The Contractor's Bid, original Price Schedules and Delivery

    (f) The Procuring Entity's Notice of the Procuring Entity of the Procu

  - (f) The Procuring Entity's Notification of Contract Award;
  - (g) [Add here any other document(s)].
- This Contract Agreement shall prevail over all other Contract Documents. In the event 3. of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.



#### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 12/2023

PART 3	CONTRACT
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- 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]



## PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 12/2023

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... NCB12/2022

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: Only Zimbabwean companies are eligible.	
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, 10th Floor ZB Centre, Corner Kwame Nkrumah Avenue and	
	First Street, Harare Zimbabwe.  For the Contractor, the address shall be as given in the Bid and the contact shall be {state name of contact}	
GCC 19.1	Liquidated Damages: Liquidated Damages in terms of section 88 of the Act shall apply. In the case of delays in the delivery of goods, the Contractor will be liable to pay damages of 0.5% of contract price per week of delay up to a maximum of 10% of contract value. If 10% is exceeded, the contract may be cancelled NB. The contractor will not be charged liquidated damages when the delay in	
	delivery or performance is beyond the contractor's control and is not caused by fault or negligence on the part of the contractor.	



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GCC reference	Special Conditions
GCC 21.2	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
	The documents to be furnished by the Contractor are:
	1. A negotiable bill of lading when the goods are coming by sea
	2. An airway bill, when the goods are coming by Air
	3. A road consignment note, when the goods are coming by road
	4. Insurance certificate,
	Sample provision - For Goods supplied from abroad:
	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 be 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 be courier the following documents to the Procuring Entity, with a copy to the insurance company:
	(i) one original and two copies of the Contractor's invoice, showing the Procurin Entity as the consignee; the Contract number, Goods description, quantity, un price, and total amount. Invoices must be signed in original;
00 00H	(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 consigner and Notify Party as stated in the Contract, with delivery through to find destination as per the Schedule of Requirements and two copies of not negotiable bill of lading, road consignment note, truck or air waybill, of multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
7 80 80 80 80 80 80	(iii) two copies of the packing list identifying contents of each package;
HEAD AFFER	(iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;
WHEEK 2023	(v) one original of the manufacturer's or Contractor's Warranty Certification covering all items supplied;
OOH (BOD)	(vi) original copy of the Certificate of Inspection furnished to the Contractor by the nominated inspection agency and six copies [state whether inspection required];
	(vii) [any other procurement-specific documents required for delivery/payme purposes].
	<ul> <li>(vi) original copy of the Certificate of Inspection furnished to the Contractor by t nominated inspection agency and six copies (where inspection is required);</li> </ul>
	(vii) [other procurement-specific documents required for delivery/payme

## PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 12/2023

PART 3 CONTRACT

PART 3	CONTRACT				
GCC reference	Special Conditions				
	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:				
	(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;				
	(ii) two copies of delivery note, road consignment note, truck or air waybill, or multimodal transport document showing Procuring Entity as the consignee and delivery through to final destination as stated in the Contract;				
	(iii) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;				
	(iv) four copies of the packing list identifying contents of each package;				
	(v) one original of the manufacturer's or Contractor's Warranty certificate covering all items supplied;				
	The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Contractor will be responsible for any consequent expenses.				
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### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 12/2023

GCC reference	Special Conditions				
GCC 22.1	Insurance: The Goods shall be insured in accordance with the specified Incoterms.				
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: 100% inspection on technical compliance.				
GCC 24.1	Performance security:				
	After the award of the tender, and before the contract is signed; the winning bidder must furnish ZIMRA with performance guarantee within 14 days after notification of the award. This guarantee will be in the form of a Performance Bond or guarantee equivalent to the value of 10% of the total cost of the supplier's proposal, valid for the duration of the contract and endorsed by a registered reputable Commercial Bank				
GCC 24.4	Reduction of performance security ( Not applicable)				
GCC 25.1	Warranty: The period of the warranty shall be one (1) year manufacturer warranty.				
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 (30) days				
GCC 29.1	Price adjustments: The following price adjustments are applicable.				
	When the application of price adjustment would modify the initial price by more than twenty per centum or would modify the balance owing under the contract by more than twenty per centum, the procuring entity may terminate the contract				
GCC 30.1	Terms of Payment: The structure of payments shall be:				
	Acceptance: 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.				
	Payment will be made to local suppliers in Zimbabwe Dollars (ZWL\$) at the prevailing RBZ Auction rate on the date of payment.				
	In the event that advance payment is required, the Contractor must avail a bank guarantee of the equivalent amount from a reputable registered commercial bank redeemable in Zimbabwe.				
GCC 31.1	Contract Administration Fee: The Contract Administration Fee set out in Part VI of the Public Procurement and Disposal of Public Assets (General) (Amendment) Regulations, S.I. 293 of 2022 is due upon the signing of the Contract and the applicable Fees.				

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### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 12/2023

PART 3 CONTRACT

### **Bank Guarantee for Performance Security**

[This is the format for the Performance Security to be issued by a commercial bank in Zim	babwe 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

