### Government of Zimbabwe

## **BIDDING DOCUMENT**

### **FOR**

## THE PROCUREMENT OF NON-CONSULTANCY SERVICES

NATIONAL TENDER

**ZIMRA NCB 25/2023** 



June 2023

## PROVISION OF CASH IN TRANSIT SECURITY SERVICES

PROCUREMENT REFERENCE NUMBER: ZIMRA TENDER NO. NCB 25/2023

AUTHORITY

PROCURING ENTITY: ZIMBABWE REVENUE AUTHORITY

Date of Issue:

June 02, 2023

**Closing Date:** 

June 29, 2023

MIT'IORIT

P. O. BOX 43601

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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 [Chapter 22:23] 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: ZIMRA TENDER NO. NCB 25/2023 Preparation of Bids

You are requested to bid for the Provision of Cash in Transit Services as specified in the Statement of Requirements, by completing and returning the following documentation:

- 1. the Bid Submission in this Part;
- 2. a copy of documentation necessary to demonstrate your eligibility in terms of section 28(1) of the Regulations
- 3. Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe;
- 4. A copy of Certificate of Incorporation, CR14, CR6, Company Profile, Current tax Clearance Certificate and VAT registration Certificate, Proof of registration with the Procurement Regulatory Authority of Zimbabwe in the relevant category.
- 5. Attach proof of current registration with the Ministry of Home Affairs.
- 6. Proof of current firearm licenses is required.
- 7. POTRAZ Private Mobile Radio License
- 8. Proof of NEC Security Sector Membership.
- 9. Proof of Affiliation Membership, for example, SAZ or ZINSA etc.
- 10. Bidder should have at least five (5) years working experience with demonstration of handling financial related institutions.
- 11. Suitable armoured all-terrain vehicles
- 12. Bid Securing Declaration.
- 13. Proof of payment of administration fees for bids subject to review by the Special Procurement Oversight Committee (SPOC).

You are also required to pay the administration fee of USD350.00 payable by bidders for bids subject to prior review by the Special Procurement Oversight Committee (SPOC) in terms of section 54 of the Act and as set out in Part IV of the Fifth Schedule to the Regulations. The above stated fees shall be paid directly to the Procurement Regulatory Authority of Zimbabwe and bidders are required to enclose the proof of payment of the Administration fee together with their bids.

For Bank Transfers, use the below details:

Non Refundable (Local)

Commercial Bank of Zimbabwe Bank Name:

Procurement Regulatory Authority of Zimbabwe Account Name:

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PROCUREMENT Account Number: 01121064850020

Kwame Nkrumah Branch:

FCA Account (foreign deposits)

Commercial Bank of Zimbabwe Bank Name:

Account Name: Procurement Regulatory Authority of Zimbabwe

P. O. BG)

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Account Number:

01121064850040

Branch:

Kwame Nkrumah

You are advised to carefully read the complete Bidding Document, as well as the General Conditions of Contract which are available on the PRAZ'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, 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 by on or before June 12, 2023 and should be sent to:

## The Director, Procurement Management Unit

10th Floor ZB Centre

First Street/Kwame Nkrumah Avenue

Harare Or

Email: procurement@zimra.co.zw.

To note is that queries raised after the cutoff date shall not be responded to. Note: It shall be the responsibility of the potential bidders to ensure that any clarification emails are confirmed receipt by the procuring entity.

Pre-bid meeting

There is **no** pre-bid meeting for this tender.

Validity of Bids

The minimum period for which the Bidder's bid must remain valid is 90 days from the PROCUREMEN deadline for the submission of bids. HO (001

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 have completed in the Tender Register details 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

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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 deadline:	of	June 29, 2023	Deadline Time:	10:00 hours Harare Time GMT+2 hours	
Submission address:		The Director, Procureme Zimbabwe Revenue Autho 10 <sup>th</sup> Floor, ZB Centre Corner Kwame Nkrumah A Harare, Zimbabwe	Authority (ZIMRA) re		
Means acceptance:	of	the above address. All the	bidders should rec	d in a tender box situated at cord their bids in the tender format prescribed in the	

### 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. However, bidders may provide their proposed delivery period.

## **Bid Prices and Discounts**

The prices and discounts quoted by the Bidder in the Bidder in the Bidder in the Price Schedules must conform to the requirements specified below 0.3601

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;

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### PART 1 BIDDING PROCEDURES

- (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 complete a Bid Securing Declaration form.

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.
- 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 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 procurement requirement is subject to review by the Special Procurement Oversight Committee hence, at least two identical copies of the bid document are required. Where the copies are required, the contents of the bid marked original will alone be considered. Bidders are required to pay administration of USD350.00 for contracts subject to review by the Special Procurement Oversight Committee (SPOC).

### **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.

- (a) **Delivery schedule**: The specified Goods/Services 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

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### PART 1 BIDDING PROCEDURES

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.

# 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
- 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 Zimbabwean bidders:

## Eligibility Criteria

Evaluation Parameter	Compliant/Non-
	Compliant
1. The Bid Submission in this Part;	
2. a copy of documentation necessary to demonstrate your enginetry	UTHORITY 001 HD
in terms of section 28(1) of the Regulations  3. Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe;  PROCURE	MENT HARASE
<ul> <li>4. A copy of Certificate of Incorporation, CR14, CR6, Company Profile, Current tax Clearance Certificate and VAT registration Certificate, Proof of registration with the Procurement Regulatory Authority of Zimbabwe,</li> </ul>	
5. Proof of current registration with the Ministry of Home Affairs must be attached.	
6. Proof of current firearm licenses is required.	
7. POTRAZ Private Mobile Radio License	

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# PART 1 BIDDING PROCEDURES

	TART T DIDDING TROCEDORES					
8.	Proof of NEC Security Sector Membership.					
9.	Proof of Affiliation Membership, for example, SAZ or ZINSA etc.					
10. by th	Proof of payment of administration fees for bids subject to review e Special Procurement Oversight Committee.					

## **Technical Evaluation Criteria**

The Technical Specifications Sheet details the **minimum specification** of the services 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.

Evaluation Parameter	Compliant/Non- Compliant
Bid Validity of 90 days.	
Bid Securing Declaration.	
Payment of Special Procurement Oversight Committee (SPOC) Fees	
A minimum of three (3) references in the form of reference letters on client letterhead indicating relevant experience in the Provision of Cash In Transit Security Services.	
Bidder should have at least five (5) years' experience in the Provision of Cash In Transit.	
Bidders to have a Public Liability Insurance of USD150,000.00 or Zimbabwean Dollars equivalent bank rate.	
Bidders to comply with Firearms Control Act (submit proof of Registration with the Ministry of Home Affairs) & must provide proof of firearm licences equivalent to the number of firearms required for the respective lot.  Bidders must submit a fully completed & signed submission sheet  Bidders must submit a completed Technical Specification & Compliance Sheet  Proof of ownership or lease agreements of a fleet of armoured services	IN 2023 001) HO
Bidders <u>must</u> submit a completed Technical Specification & Compliance Sheet	X 4360:
Proof of ownership or lease agreements of a fleet of armoured services <b>must</b> be submitted for consideration (bidders <b>must</b> avail vehicle registration books, <b>where applicable</b> )	
Bidder <u>must</u> provide proof of training in firearms handling (attach proof staff  Bidders <u>must</u> complete the cost breakdown and ensure the quoted prices meet the minimum NEC rates for the security sector industry ( attach the most recent Collective Bargaining Agreement)	

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#### PART 1 **BIDDING PROCEDURES**

History of the past engagements with ZIMRA. Only applicable to bidders once engaged with the Authority & failure to make such declaration detailing how the contract was administered will lead to automatic disqualification.

Currency

Bids should be priced in United States Dollars (USD). The currency of evaluation will be United States Dollars (USD) and the currency of payment will be the Zimbabwean Dollars. using the prevailing interbank exchange rates published by the Reserve Bank of Zimbabwe on the date of payment, 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. 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.

NUE AUTHORIT

Corrupt Practices

The Government of Zimbabwe requires that Propuring 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.

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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:

Subject of Procurement:

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: ........ {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.

К	id	Au	th	or	12	ha	hv	•
u	ILL	Au	LL	U	12	cu	D.Y	•

Signature		N N	lame:	
Position:	WE RE	ENGE HOLLIONITY	ate: /Y	(DD/MM)
	or and on behalf o	1: JUN 2023		
Company Address:	H <sub>0</sub> (001	PROCUREMEN HARARY		•••••••••••••••••••••••••••••••••••••••

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DADT 3	CONTRACT			

PART 2: STATEMENT OF REQUIREME	NTS	
List of Services and Price Schedule		
Procurement Reference Number:		
Bidder's Name:		
Bidder's Reference Number:		
Currency of Bid:		USD

# DURATION OF THE CONTRACT IS 24 MONTHS, STARTING SEPTEMBER 01, 2023 TO AUGUST 31, 2025.

Item No <sup>1</sup>	Description Services	of	Input Quantity	Unit of Measure	Unit Rate	Monthly Price <sup>1</sup>	Total Price <sup>2</sup>
Lot 1	Mphoengs Services	CIT					
Lot 2	Maitengwe Services	CIT	-				
Lot 3	Pandamatenga Services	CIT					
Lot 4	Mlambapele Services	CIT	MENUL	UTHORITY OF HO			
Lot 5	Kazungula Services	CITION NO.	ANT HEAD BEEN DEPLY	MEMENT HIRITA			
Lot 6	Mt Selinda Services	CIT	P. O. BO				i a
Lot 7	Sango CIT Service	s					
	Kanyemba	CIT					

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PART 3	CONTRACT
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Lot 8	Services			
Lot 9	Mukumbura CIT Services			
Lot 10	Nyamapanda CIT Services			
Lot 11	Kariba CIT Services			
		Other additi	ional costs	
		VAT		
		Total		

Note 3: Award premised on a lot-by-lot basis and there is no limit on the number of lots awarded. P. O. BOX 43

Note 4: All requirements shall be subject to confirmation after contract award whereas any identified non-conformity shall lead to the ultimate termination of the contract & the award of the contract to the next ranked bidder.

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PART 3 **CONTRACT** 

### **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?

			<i>1</i>
Procurement Ref	erence number:		
Date:	 format)]	[da	te (in day, month and year
Bidder's Referen	ce Number:		
To: {full name of I	Procuring Entity}		
We, the undersign	ed, declare that:		
	at, according to the terms and con-	onditions of your bid	lding documents, bids must be
Zimbabwe for a	we may be debarred from bidd period of time to be determine r the bidding conditions, because	ed by the Authority	
(a) we have w	rithdrawn our Bid during the peri	od of Bid validity; or	r
	en notified of the acceptance of c y, we fail or refuse to execute the		ring Entity during the period of
when we receive	is Bid Securing Declaration will your notification to us of the nation to one of the eart of our Bid, whichever is the eart	me of the successfu	
Signed		. Name:	
In capacity of:	THE AUTHO	Date:	(DD/MM/YY)
Duly authorised for	and on behalf of REVENUE AUTHO	001/H0	
Company	And on behalf of EVE	))	•••••
Address:	PROCUREMENT PROCURE NA SHOT H	A HAIT'S	
Corporate Seal (whe	re 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.

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PART 3 CONTRACT

## **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)]

The following are basic mandatory requirements for all security guards and will be evaluated upon – bidders to submit a statement of commitment and/or compliance on each requirement:

	A	В	C		
Item No.	Description	MINIMUM technical Specification required (or Equivalent of) (including applicable standards) weight for items to be ferried	{Confirm full specification of items offered by Bidder <u>and</u> compliance of items to detail in column b}		
1.	Training	All guards must have proof of formal training by way of certificate			
2.	Criminal Vetting	All guards must have proof of valid criminal vetting from the ZRP at engagement.			
3.	Uniform	All guards must have appropriate gear — meaning that they should wear full uniform from head to toe — neither own hats nor shoes even when it is cold. They should therefore have appropriate gear for all weather with common identity like trench coats in winter. This is important for common identity and standard. Guards should have safety shoes or boots. It would be important for all weather guards to have handcuffs, baton sticks forches and whistles.	E AUTHORITY FICE ON 2023 CUREMENT HIRITE		
4.	Communica tion Equipment	All stations must, as a minimum, have 2.0.8 communication equipment (two way radios) plus reflective jackets supplied by contractor.	0 × 4.3601.		
	Insurance Cover for	Direct compensation for any losses/burglaries or destruction of goods/property guarded will be the responsibility of the security company. Proof of			

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PART 3 CONTRACT

	A	В	C		
Item No.	Description	MINIMUM technical Specification required (or Equivalent of) (including applicable standards) weight for items to be ferried	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}		
5.	Liability	relevant insurance cover to be submitted.			
6.	Transport	Appropriate transport should be provided for to enable ample reaction e.g. bicycles, motorbikes, patrol vehicles and vans depending on matching distance and reaction when called for.			
7.	Security Reviews	Occurrences or observations books should be available for inspection by client management and for downloading into consolidated records for security review purposes.			
8.	Supervision	The winning bidder must provide sufficient security service supervision.			
9.	Cash in Transit	For Cash-in-transit (CIT) there must be proof of adequate and relevant vehicles for pick up points. Experience in in provision of CIT services to banks and big corporates will be an added advantage.			
10.	Code of Conduct	Submission of copy of Employee Code of Conduct expected.  Expect due diligence inspections of shortlisted companies.			
11.	Staff Welfare	Winning bidder to make a commitment statement to pay guards salaries on agreed dates monthly will provide a schedule on pay dates to client	HORITY		
12.	Specific Experience	The contracted security company must have at least five (5) years' experience in the provision of related cash in transit services evidence based).	E3 00')		
13.	Past Engagemen ts	Detail past performance with ZIMRA, where applicable	S. J. H. H. S.		

# Insurance and Other Mandatory Requirements for Security Services

1) A Public Liability Insurance of **USD150**, **000.00** or **ZWL equivalent** at official interbank exchange rate must be submitted with the bid. Failure to provide insurance will lead to automatic disqualification. This Public Liability Insurance threshold shall be verified by Insurance Pension Commission (IPEC) for authenticity

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PART 3 CONTRACT

# 2) Subletting/Subcontracting

No part of the contract shall be assigned or sub-contracted by the Contractor without the prior written permission of ZIMRA. This permission that will not be unreasonably withheld, shall not in any way be interpreted as releasing the Contractor from his/her liabilities and obligations under the contract.

NB: The tender award to be communicated to bidder on time before the date of assumption of contract – this should allow service provider ample time to mobilise all contract resources and deploy in time for beginning of new contract.

Declaration by the Accounting Officer:

HEAD OFFICE

HEAD

30/5/2023

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

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PART 3 CONTRACT

### PART 3 CONTRACT

## **Contract Agreement**

# Procurement Reference: ZIMRA Tender No. NCB 25/2023

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 constituted 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);

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- (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.

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### PART 3 CONTRACT

- 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	TE AUTHURITE
For and on behalf of the Signed:	TE AUTHURITE
	HEAD OFFICE NOT HEAD OFFICE NOT HEAD OF FICE NOT HEAD OF

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PART 3 CONTRACT

Part 3: Contract

### CONTRACT AGREEMENT

{For completion with the authorised representative of the Procuring Entity following Notification of Contract Award.}

Procurement Reference: ZIMRA Tender No. NCB 25/2023

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

### **BETWEEN**

- (1) Zimbabwe Revenue Authority (ZIMRA) a corporate body established by the Revenue Authority Act (Chapter 23:11) having its principal offices at 6<sup>th</sup> floor ZB Centre, Corner Kwame Nkrumah Avenue and First Street Harare (hereinafter called "the Procuring Entity"), and
- (2) [TBA], 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 Services, viz., **Provision of Insurance Services** and has accepted a Bid by the Contractor for the performance of those Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency] (hereinafter called "the Contract Price").

# THE PROCURING ENTITY AND THE CONTRACTOR AGREE AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively 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:
  - (h) This Contract Agreement:
  - (i) Special Conditions of Contract
  - (j) General Conditions of Contract; (201
  - (k) Schedule of Requirements;
  - (l) The Contractor's Bid Submission Sheet, List of Services and Price Schedule and Statement of Methodology, Work Plan and Schedule;
  - (m) The Procuring Entity's Notification of Contract Award;
- 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.

# PROCUREMENT REFERENCE NO: ZIMRA TENDER NO. NCB 25/2023

### PART 3 CONTRACT

- 4. In consideration for 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 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 for the performance of the 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:	F*************************************
Name:	
In the capacity of:	[Title or other appropriate designation]

### For and on behalf of the Contractor

Signed:	HO HO					
Name:	VTitle or other appropriate designation					
In the capacity of:	[Title or other appropriate designation]					
	P. D. BOY 0300					

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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 Non-Consulting Services (copy available on the Authority's website) except where modified by the Special Conditions below.

## **Special Conditions of Contract**

Procurement Reference Number: NCB 25/2023

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 3.6 and 8.1	Authorised representatives:
	1. The authorised representative of the Procuring Entity is
	Director, Procurement Management Unit Zimbabwe Revenue Authority, 10 <sup>th</sup> Floor, ZB Centre, Corner First Street/Kwame Nkrumah Avenue Harare, Zimbabwe
	Harare, Zimbabwe  Switchboard: +263 242 790 811-4 Ext. 317,  Mobile: +263 719 526 953, Direct: +263 242 773 040  E-Mail: procurement@zimra.co.zw  2. The authorised representative of the Contractor is fnames and contact details
	E-Mail: procurement@zimra.co.zw
	2. The authorised representative of the Contractor is {names and contact details, including address for delivery of notices}.
GCC 7.4	Ineligible countries: Only Zimbabwean companies are legible to participate
GCC 18.1	Liquidated Damages: Liquidated Damages in terms of section 88 of the Act shall apply. In the case of delays in the delivery or non-performance, 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
	<b>NB.</b> 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.
GCC 19.1	Commencement of Services: The date or period of time for commencement of services is from date of contract signature

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GCC 20.1	Completion of Services: The date for completion of Services or the period within which the Services are required to be performed is twenty (24) months from the effective date of appointment
GCC 22.3	Payment schedule: The structure of payments shall be:
	(On Acceptance: The Contract Price shall be paid to the Contractor within thirty (30) days after the date of the acceptance certificate for the respective services issued by the Procuring Entity.
	For any other necessary payments, the Contractor must avail a bank guarantee of the equivalent amount from a reputable registered commercial bank redeemable in Zimbabwe.
GCC 23.1	Price adjustment: Prices will be fixed for the Contract Period
GCC 24.2	Payment procedure: Transfer or RTGS
GCC 24.1	Performance Security: Not Applicable
GCC 28.1	Insurance to be taken out by the Contractor: Public Liability Insurance
GCC 35.1	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.  PROCURE THE

PROCUREMENT REFERENCE NO: ZIMRA TENDER NO. NCB 25/2023

PART 3 CONTRACT

### Annexure A

# **DEPLOYMENTS**

# Cash In Transit (C.I.T) services will be required at the following sites/stations:

Station	Site	Day Guards	Night Guards	Days	Dog[s]	Gun[s]	Coverage
Kanyemba	CIT Services	n/a	n/a	Once per month	n/a	n/a	Distance from Kanyemba to Guruve (185km) to and from 370km
Mukumbura	CIT Services	n/a	n/a	Twice every month	n/a	n/a	Distance from Mukumbura to Mount Darwin( 105km) to and fro 210km
Nyamapanda	CIT Services	n/a	n/a	Daily except Sundays	n/a	n/a	Distance from Nyamapanda Border Post to Kotwa ( 20km) to and from 40km
Kariba	CIT Services	n/a	n/a	Daily except Sundays	n/a	n/a	Distance from Kariba Border Post to Nyamhunga (15km) to and from 30km
Kazungula	CIT Services	n/a	n/a	Daily except Sundays	n/a	n/a	Distance from Vic Falls town to Kazungula (70km) to and fro 140km
Pandamatenga	CIT Services	n/a	n/a	Once a week when operational	n/a	n/a	Distance from Vic Falls town to Pandamatenga (to and fro 130km)
Gwanda	Mlambapele Border CIT (when operational to Gwanda)	n/a	n/a	Once per week	n/a	n/a	Distance (to and from Gwanda 250km)
Maitengwe	Maitengwe CIT	n/a	n/a	Once a week	n/a ENUE AUTHORIA	n/a	Distance (200Km to and from) Maitengwe border post
Mphoengs	Mphoengs CIT	n/a	n/a	SMACK HE	JUN 2023 PROCUREMENT BOX AD SO, HARD	///	Cash in Transit Services (96 Km to and 96 Km from) Mphoengs border post
Sango Border Post	CIT Services	n/a	n/a	Mondays Only P. 0.	BOX 40/90	n/a	300km to & from Chiredzi Town
Mt Selinda Border Post	CIT Services	n/a	n/a	Fridays Only	n/a	n/a	36km single trip to Chipinge

ANNEXURE "B"

PROCUREMENT REFERENCE NO: ZIMRA TENDER NO. NCB 25/2023

No: bel	te to Bidders: Complete the currency of your q ow.	uotation a	nd the unit and	total rates for	each item listed
Cui	rrency of Quotation/Contract:		USD		
Bid <i>pro</i>	ders should clearly show the breakdown of assivite this will lead to automatic disqualification	ociated cos n.	ts required, as gi	ven in the tab	le below. <i>Failure to</i>
Item	Provision of Cash In Transit & Static Security Services for a period of 2 years	Qty	Unit Rate	Total Monthly Fee	Cost element as a % or sum (supervisory and staff costs)
1	Management Costs				
2	Supervisory Costs				
3	Staff Costs (basic), Holiday and Sick pay (Attach NEC Rates)				
4	Cover for Staff absences				
5	Repair, Recruitment and vetting costs				
6	Training (basic)				
7	Training (Specific to contract)				
8	Uniforms				
9	Equipment				
10	Consumables (please specify)				
11	Insurances				
12	Other direct costs (please specify)				
13	Other overheads (please specify)				
14	Profit				
Aonth	ly Service Fee Incl. VAT in USD				
nnua	l Service Fee Incl. VAT in USD				
For a	and on behalf of the Contractor		AUTHOR	171	
ligned Vame:	:	Manager H	EAD OFFICE	001 40	
n the c	capacity of: [Title or other appropri	on the design	nation HE MENT HAS	AAR	
		PI	0. BOX 43601		