

**BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF HOUSEHOLD  
AND OFFICE FURNITURE RE-TENDER**

**PROCUREMENT REFERENCE NO.: DOMESTIC TENDER ZIMRA NCB 15/2023**

**STANDARD BIDDING DOCUMENT FOR**

**THE PROCUREMENT OF GOODS**

**DOMESTIC TENDER**

**ZIMRA NCB 15/2023 RE-TENDER**



**PROCURING ENTITY: ZIMBABWE REVENUE AUTHORITY**

**DATE OF ISSUE: 29 SEPTEMBER 2023**

**CLOSING DATE: 13 OCTOBER 2023**

**OCTOBER 2023**



**BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF HOUSEHOLD AND  
OFFICE FURNITURE RE-TENDER**

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# BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF HOUSEHOLD AND OFFICE FURNITURE RE-TENDER

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## PART 1 BIDDING PROCEDURES

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### 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: DOMESTIC TENDER ZIMRA NCB 15/2023 RE-TENDER**

#### Preparation of Bids

You are requested to bid for the supply and delivery of household and office furniture 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. Proof of supplier registration with the Procurement Regulatory Authority of Zimbabwe (PRAZ) a must in **Category: GF004 Furniture, Office Equipment, Upholstery, Carpeting & Curtaining Products.**
5. A bid security;
6. Valid NSSA certificate
7. A copy of CR 14, CR6 and a Certificate of Incorporation or equivalent document
8. A valid tax clearance certificate (ITF 263)
9. A copy of your company profile
10. At least three (3) reference letters showing bidders' direct experience in the successful provision of similar quality of the required services
11. Warranty period must be stated.
12. State delivery Period.
13. Bidders must submit samples for Lot 1 and Lot 3 only, bids without samples will automatically be disqualified. Catalogues for lot 2 & lot 4 bids without catalogues will automatically be disqualified and 3D drawing for the 4 seater workstations bids without 3 D drawings will automatically be disqualified

You are also required to pay the administration fee of US\$350.00 for domestic bidders, payable in ZWL at the prevailing RBZ rate payable 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 (S.I 49 of 2020). This fee is paid directly to the Procurement Regulatory Authority of Zimbabwe (PRAZ). The below account details may be used if the bidder wishes to make a bank transfer into the PRAZ account.

Note: Fees charged in terms of these regulations are payable in ZWL at the prevailing RBZ rate of the day.



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### **PART 1 BIDDING PROCEDURES**

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**  
**Car Kwame Nkrumah / First Street**  
**Harare,**  
**Zimbabwe.**

Or via Email to [procurement@zimra.co.zw](mailto:procurement@zimra.co.zw)

Such queries should be submitted within 10 days from the date of publication and responses to questions / queries will be made in writing to all prospective bidders at least 5 days before tender closing.



#### **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 deadline for the submission of bids.

#### **Submission of Bids**

Bids shall be submitted hard copies in a sealed envelope to the address below, no later than the date and time of the deadline below.

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.

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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.

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.

<b>Date of deadline</b>	13 OCTOBER 2023	<b>Deadline Time:</b>	1000Hours Harare time (GMT + 2 hours)
<b>Submission address:</b>	<b>The Director Procurement</b> Zimbabwe Revenue Authority (ZIMRA) 10 <sup>th</sup> Floor ZB Centre Corner Kwame Nkrumah Ave/ First Street Harare Zimbabwe		
<b>Means of acceptance:</b>	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.		

### 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 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





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- (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**

The Bidder must include Bid Security of US\$2,000.00, 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.

**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\$2,000.00 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.



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**PART 1 BIDDING PROCEDURES**

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 **Option 3** is chosen bidders must pay **US\$2,000.00** for the Bid Security that shall be Refundable at the end of the bid validity period plus another **US\$350.00** that shall be non-refundable for cash bid bond establishment fee in line with Part IV of the Procurement Regulations (S.I 193 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. REFUNDABLE (LOCAL)**

BANK NAME: COMMERCIAL BANK OF ZIMBABWE  
ACCOUNT NAME: PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE  
ACCOUNT NUMBER: 01121064850030  
BRANCH: 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.
2. Technical evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements and the **samples and catalogues** submitted for all lots.
3. Financial evaluation and comparison to determine the evaluated price of bids and to determine the responsiveness based on accepted **samples and catalogues** for the evaluated bid.

**Bids failing any stage will be eliminated and not considered in subsequent stages.**



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## PART 1 BIDDING PROCEDURES

### Evaluation criteria

#### 1. Eligibility and Qualification Criteria

Evaluation Parameter	Compliant /Non – Compliant
Suppliers must be registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ) for the Category: GF004 Furniture, Office Equipment, Upholstery, Carpeting & Curtaining Products and proof of registration must be submitted with the bid.	
A valid tax clearance certificate (ITF 263)	
Valid NSSA certificate	
A copy of CR 14, CR6 and a Certificate of Incorporation or equivalent documents	

#### 2. Administrative compliance

Evaluation Parameter	Compliant /Non – Compliant
Bid validity of 90 days	
SPOC fees of US\$350.00	
Bid security of US\$2,000.00	
US\$350.00 that shall be non-refundable for cash bid bond establishment fee for bid security in line with Part IV payable to PRAZ	
The Bid Submission Sheet in this Part;	
The Statement of Requirements in Part 2	
Must state delivery period	
A copy of your company profile	
Gaurantee/ warranty period must be stated.	
Catalogues/samples/3 D drawing for workstations	
At least three (3) reference letters showing bidders' direct experience in the successful provision of similar quality of the required services	





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**PART 1 BIDDING PROCEDURES**

**3. Technical evaluation**

Technical evaluation shall be done as per technical specification and compliance sheet attached:

Lot No.	Evaluation Parameter	Quantity	Compliant /Non – Compliant
1	Desk 3 drawer wooden	84	
	6 drawer Executive desks wooden with complete leather top	10	
	L- shaped Executive Padded Desk wooden	20	
	6 drawer executive desk wooden with leather inlay	100	
2	Steel filling cabinet 4 Drawer lockable	255	
	6 tier metal filling cabinet lockable	20	
	9 Door Metal Locker Cabinets (lockable) H1850*W900*D420	4	
3	High back swivel chairs with arms (fabric)	98	
	High back swivel chairs with arms (leather)	11	
4	Double beds standard with pillow top	205	
5	4 seater workstations	2	

**4. Financial Evaluation**

This shall be done as per 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
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.



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## **PART I BIDDING PROCEDURES**

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**Participation in this bidding procedure is open to Zimbabwean bidders only**

### **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 United States Dollars (US\$). Payment of the contract will be made in ZWL at the prevailing RBZ interbank rate on the date of payment.

### **Award of Contract**

The lowest evaluated bid per Lot and per sample for all lots 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.

When tendering for more than one lot, the award of one lot must not be conditional to the award of several/ other lots.

### **Right to Reject**

The Procuring Entity reserves the right to accept or reject any Bids or to cancel the procurement process and reject all Bids at any time prior to contract award.

### **Corrupt Practices**

The Government of Zimbabwe requires that Procuring Entities, as well as Bidders and Contractors, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy:

1. the Procuring Entity will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract or been declared ineligible to be awarded a procurement contract under section 99 of the Act;
2. the Authority may under section 72 (6) of the Act impose the sanctions under section 74 (1) of the Regulations; and
3. Any conflict of interest on the part of the Bidder must be declared.



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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.

**Bid Authorised by:**

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



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**PROCUREMENT REFERENCE NO.: DOMESTIC TENDER ZIMRA NCB 15/2023**

**PART 3 CONTRACT**

**PART 2: STATEMENT OF REQUIREMENTS**

Name of Bidder:

Bidder's Reference Number:

**List of Goods and Price Schedule**

**Currency of Bid:                      US\$**

<b>LOT NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE US\$ INCL VAT</b>	<b>TOTAL PRICE US\$ INCL VAT</b>
1	Desk 3 drawer wooden	84		
	6 drawer Executive desks wooden with complete leather top	10		
	L shaped Executive Padded Desk wooden	20		
	6 drawer executive desk wooden with leather inlay	100		
2	Steel filling cabinet 4 Drawer lockable	255		
	6 tier metal filling cabinet (lockable)	20		
	9 Door Metal Locker Cabinet (lockable) H1850*W900*D420	4		
3	High back swivel chairs with arms (fabric)	98		
	High back swivel chairs with arms (leather)	11		
4	Double beds standard with pillow top	205		
5	4 seater workstations	2		

The samples must be delivered to,

**ZIMRA CENTRAL STORES  
ENFIELD COMPLEX, 61-63 PLYMOUTH ROAD  
SOUTHERTON, HARARE.**

**BIDS WITHOUT SAMPLES WILL AUTOMATICALLY BE DISQUALIFIED FOR LOT 1 & LOT 3**

Bidders must submit a samples for Lot 1 and Lot 3 and clearly labelled with the bidders' name and telephone/mobile numbers, before the closing date and time.

Note 1: The description or quantity must indicate the unit of measure where relevant.

Note 2: Unit and total prices must be for delivery through to the final destination stated in Part 1.





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**PART 3 CONTRACT**

Note 3: Bidders must bid for a full lot.

Note 4: The tender will be awarded per Lot.

Note 5: The award of one Lot should not be conditional to the award of other Lots

**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}.*

**SUPPLY AND DELIVERY OF HOUSEHOLD AND OFFICE FURNITURE RE-TENDER**

**Expected delivery period is 6 weeks**

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

*Lots 1 to 4 furniture*

The Project Site for delivery of the goods is the final destination:	<b>ZIMBABWE REVENUE AUTHORITY ENFIELD COMPLEX, 61-63 PLYMOUTH ROAD SOUTHERTON, HARARE.</b>
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*Lot 5 : 4 seater workstations*

The Project Site for supply delivery installation and commissioning of 4 seater workstations to the final destination:	<b>ZIMBABWE REVENUE AUTHORITY ZB CENTRE 59 KWAME NKURUMAH AVE HARARE</b>
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**PART 3 CONTRACT**

**Technical Specification and Compliance Sheet**

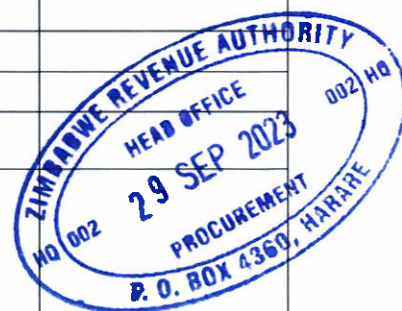
Name of Bidder:

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)]*

Lot No	A <i>Item description and full technical Specification required (including applicable standards)</i>	B <i>Item description and full technical Specification required (including applicable standards)</i>	C <i>{Confirm full specification of items offered by Bidder &amp; compliance of items to detail in column b}</i>
1	Desk	3 drawer wooden	
	Executive desks	6 drawer wooden with complete leather top	
	Executive Desk	L shaped padded desk wooden	
	Executive desk	6 drawer wooden with leather inlay	
2	Steel filling	4 drawer steel lockable	
	Steel cabinet	6 tier metal lockable	
	Locker cabinet	9 Door Metal Locker Cabinet (lockable) H1850*W900*D420	
3	Swivel chairs	High back swivel with arms fabric	
	Swivel chairs	High back swivel with arms leather	
4	Beds	Double beds with pillow top	
5	Workstations	<b>4 seater workstations</b> <b>Four (4) seater workstations :</b> <ul style="list-style-type: none"> <li>• Measurements: 3600 x 3600 x 1000mm.</li> <li>• The laminated cubicles consists of solid panels of 1 meter with a top glass at 30cm from the top of the height.</li> <li>• <b>Panels</b> The total thickness of the workstations panels is 6.5 cm.</li> </ul>	



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**PART 3 CONTRACT**

	A	B	C
Lot No	<i>Item description and full technical Specification required (including applicable standards)</i>	<i>Item description and full technical Specification required (including applicable standards)</i>	<i>{Confirm full specification of items offered by Bidder &amp; compliance of items to detail in column b</i>
		<ul style="list-style-type: none"> <li>• The panels are to be covered with modified upholstery fabric. In addition, the fabric to be installed on a thin layer of sponge for sound absorption.</li> <li>• The table-top, legs, 3 x side drawers lockable and sides to be made from solid /gum wood.(No chipboard)</li> <li>• Provision of openings (with plastic covers) to be made for power, telephone and network cables. (all in trunking PVCs).</li> </ul>	

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.

**Declaration by the Accounting Officer**

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

.....  


.....  




**BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF HOUSEHOLD AND OFFICE FURNITURE RE-TENDER**

**PROCUREMENT REFERENCE NO.: DOMESTIC TENDER ZIMRA NCB 15/2023**

**PART 3 CONTRACT**

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**PART 3 CONTRACT**

**Contract Agreement**

**Procurement Reference: Domestic tender ZIMRA NCB 15/2023 Re-tender**

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.



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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:	<i>[Title or other appropriate designation]</i>

**For and on behalf of the Contractor**

Signed:	.....
Name:	
In the capacity of:	<i>[Title or other appropriate designation]</i>





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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... **Domestic tender NCB 15/2023 Re-tender**

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

GCC reference	Special Conditions
GCC 7.5	<b>Eligible Countries:</b> Zimbabwe
GCC 8.1	<b>Notices:</b> Any notice shall be sent to the following addresses:  For the Procuring Entity, the address shall be as given in the Contract document and the contact shall be, <b>10th Floor ZB Centre, Corner Kwame Nkrumah Avenue and First Street, Harare Zimbabwe.</b>  For the Contractor, the address shall be as given in the Bid and the contact shall be  <i>{state name of contact}</i>
GCC 19.1	<b>Liquidated Damages:</b>  Liquidated Damages in terms of section 88 of the Act shall 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	<p><b>Packing, Marking and Documentation:</b> The goods shall meet the following special packing requirements in addition to the general requirements stated in GCC clause 21.1</p> <p>The documents to be furnished by the Contractor are:</p> <ol style="list-style-type: none"><li>1. A negotiable bill of lading when the goods are coming by sea</li><li>2. An airway bill, when the goods are coming by Air</li><li>3. A road consignment note, when the goods are coming by road</li></ol> <p><b>Sample provision - For Goods supplied from abroad:</b></p> <p>Upon shipment, the Contractor shall notify the Procuring Entity and the insurance company in writing of the full details of the shipment. In the event of Goods sent by airfreight, the Contractor shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Contractor shall email and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:</p> <ol style="list-style-type: none"><li>(i) One original and two copies of the Contractor's invoice, showing the Procuring Entity as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;</li><li>(ii) One copy of delivery note, document showing Procuring Entity as the consignee and delivery through to final destination as stated in the Contract</li><li>(iii) One original of the manufacturer's or Contractor's Warranty Certificate covering all items supplied;</li></ol>



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<b>GCC reference</b>	<b>Special Conditions</b>
	<p><i>Sample provision - For Goods from within Zimbabwe</i></p> <p>Upon or before delivery of the Goods, the Contractor shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"><li>(i) One original and two copies of the Contractor's invoice, showing the Procuring Entity, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original;</li><li>(ii) One copy of delivery note, document showing Procuring Entity as the consignee and delivery through to final destination as stated in the Contract;</li><li>(v) one original of the manufacturer's or Contractor's Warranty certificate covering all items supplied;</li></ul> <p>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.</p> 

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GCC reference	Special Conditions
GCC 22.1	<b>Insurance:</b> The Goods shall be insured in accordance with the specified Incoterms.
GCC 23.1 & 23.2	<b>Inspections and tests:</b> the tests and/or inspections of the Goods and Related Services that the Contractor is required to carry at its own expense are: 100% inspection on technical compliance.
GCC 24.1	<b>Performance security:</b>  The successful tenderer will be requested to provide a guarantee of 10% of the total tender amount endorsed by a registered Commercial Bank located in Zimbabwe acceptable to ZIMRA (Total tender amount is calculated according to the tender dossier) when countersigning the contract. The performance guarantee must be delivered within 30 days after receipt by the tenderer of the contract signed by ZIMRA. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next most economically advantageous, compliant tender.
GCC 24.4	<b>Reduction of performance security ( Not applicable)</b>
GCC 25.1	<b>Warranty/Guarantee:</b> Bidder to state period of the warranty
GCC 25.6	<b>Failure to remedy a defect:</b> The period allowed to the Contractor to remedy a defect during the period of the Warranty shall be (30) days
GCC 29.1	<b>Price adjustments:</b> 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	<b>Terms of Payment:</b> The structure of payments shall be: <b>Acceptance:</b> The Contract Price shall be paid to the Contractor within fifteen (15) days after the date of the Acceptance certificate for the respective delivery issued by the Procuring Entity. <b>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 acceptable to ZIMRA.</b>
GCC 31.1	<b>Contract Administration Fee:</b> The Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations is due upon the signing of the Contract at the applicable fee per year.



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**PART 3 CONTRACT**

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**Bank Guarantee for Performance Security**

*[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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