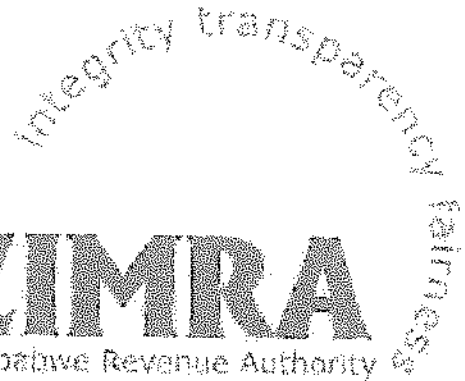


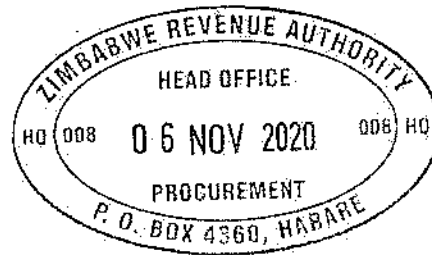
**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND  
SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS  
PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

**STANDARD BIDDING DOCUMENT**

**For the  
Procurement of Non-Consulting Services**



**November 2020**



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND  
SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

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**Standard Bidding Document for the Provision of maintenance  
and support for Oracle M7 and M8 supercluster servers**

<b>Procurement Reference No:</b>	<b>Domestic Tender ZIMRA NCB 57/2020</b>
<b>Procuring Entity:</b>	<b>Zimbabwe Revenue Authority</b>
<b>Date of Issue:</b>	<b>6 November 2020</b>
<b>Closing Date</b>	<b>4 December 2020</b>
<b>Duration</b>	<b>25 January 2021 to 25 January 2024 (3 years)</b>



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND  
SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

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**Part 2: Statement of Requirements**

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**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

**PART 1: BIDDING PROCEDURES**

**References**

The definitions used in the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] ("the Act"), the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018) ("the Regulations") and the General Conditions of Contract for the Procurement of Non-Consultancy Services apply to this Standard Bidding Document. The Act and the Regulations govern the submission of Bids and should be read by all Bidders.

**Procurement Reference Number: Domestic Tender ZIMRA NCB 57/2020**

**Preparation of Bids**

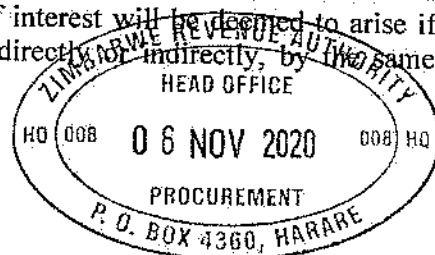
You are requested to bid for the provision of maintenance and support of Oracle M7 & M8 super cluster servers for a period of three (3) years as described in the Statement of Requirements below, by completing and returning the following documentation:

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)
5. A Bid Security.
6. A copy of CR 14, CR6 and a Certificate of Incorporation or equivalent documents.
7. A valid current tax clearance (ITF 263)
8. Proof of Oracle Field Delivery Partnership (FDP).
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 goods/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. 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.

**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 requirements are 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.



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

**Clarification**

Clarification of the bidding document may be requested in writing by any Bidder and should be sent to;

**The Acting Principal Procurement Manager  
Zimbabwe Revenue Authority (ZIMRA)**

**10<sup>th</sup> Floor, ZB Centre,**

**Corner Kwame Nkrumah Ave/ 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.

**Services to be performed, location(s) and other requirements**

The services to be performed under the Contract, the location or locations where these services are to be performed, the times of performance and the manpower, equipment and other resources required and the supervising agent at these locations are stated in the Statement of Requirements in Part 2. Bidders must signify their acceptance of these requirements when submitting their Bid.

The Supervising Agent will have authority on behalf of the Procuring Entity to give directions on the performance of the services and to approve satisfactory completion of these services.

**Documents establishing conformity of services**

To establish the conformity of the Services to the Bidding Document, the Bidder must furnish as part of its Bid a proposed methodology, work plan and schedule to establish that the services will be carried out in accordance with the required technical specifications and quality standards.

Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer in the Statement of Methodology, Work Plan and Schedule in this Part other standards of quality, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified.

**Eligibility and qualification requirements**

Bidders are required to meet the criteria in section 28 of the Act and section 28 (1) of the Regulations to be eligible to participate in public procurement and to be qualified for the proposed Contract. They must therefore

1. have the legal capacity to enter into a contract;
2. not be insolvent, in receivership, bankrupt or being wound up, ~~or have had business activities suspended and not be the subject of legal proceedings for any of these~~ circumstances;



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

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. Must be 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;
8. Must have Proof of Oracle Field Delivery Partnership (FDP).

In addition to these eligibility requirements, Bidders must demonstrate that they have the qualifications, resources and experience to perform the contract to satisfactory standards, as indicated in the Statement of Requirements.

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

**Validity of Bids**

The minimum period that the Bidder's bid must remain valid is **90 days** from the deadline for the submission of bids.

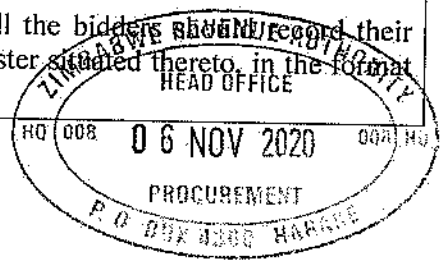
**Submission of Bids**

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 with 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.

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 document of the amended bid submission deadline.

Date of deadline:	<b>4 December 2020</b>	Deadline Time:	<b>1000Hours CAT</b>
Submission address:	<b>Zimbabwe Revenue Authority                  Reception Area, 6<sup>th</sup> Floor, ZB Centre                  Corner Kwame Nkrumah Ave/ First Street                  Harare,                  Zimbabwe.</b>		
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.		



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

**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.

**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 in the Price Schedule included in Part 2: Statement of Requirements.

**Bid Security**

The Bidder must include Bid Security of **ZWL169,923.00**, 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;**

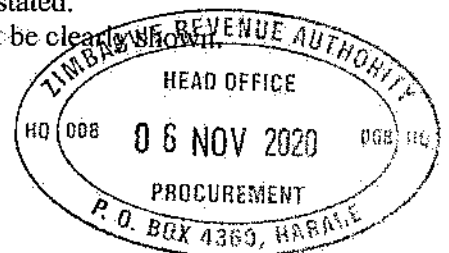
**Option 2**

**Submission of bank guarantee**

A standard bank Guarantee of **ZWL169,923.00** 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.



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

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 **ZWL169,923.00** for the Bid Security that shall be Refundable at the end of the bid validity period plus another **ZWL28,000.00** that shall be non-refundable for cash bid bond establishment fee in line with Part IV of the Procurement Regulations (S.I.5 of 2018). 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 NKURUMAH

**2. REFUNDABLE (LOCAL)**

BANK NAME: COMMERCIAL BANK OF ZIMBABWE  
ACCOUNT NAME: PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE  
ACCOUNT NUMBER: 01121064850030  
BRANCH: KWAME NKURUMAH

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 Regulation and to confirm that the Bid is administratively compliant in terms of section 28(2) of the Regulation.
2. Technical evaluation to determine their 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.
4. **Bids failing any stage will be eliminated and not considered in subsequent stages.**





**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND  
SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

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**Currency**

Bidders must quote in Zimbabwe Dollars (ZWL) and United States Dollars (US\$). Payment will be made at the prevailing interbank rate.

**Award of Contract**

The lowest evaluated bid, after the 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 the 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.

The contract will only be valid subject to payment of annual contract administration fees of **ZWL20, 000.00**.

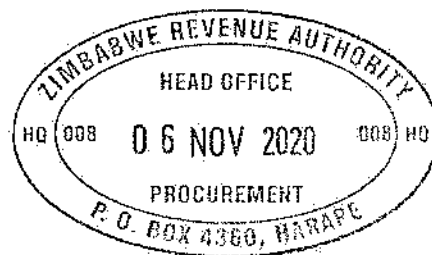
**Right to Reject**

The Procuring Entity reserves the right to accept or reject any Bid 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 has 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 debarment and other sanctions under section 74 (1) of the Regulations; and
3. Any conflict of interest on the part of the Bidder must be declared.



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB-57/2020**

**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 Price Schedule and Statement of Methodology, Work Plan and Schedule together with any other documents requested in Part 1. Any variation from the Statement of Requirements should be indicated in the Statement of Methodology, Work Plan and Schedule, otherwise you commit to complying fully with these Requirements.*

*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 should 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 perform the services listed in the Statement of Requirements to the indicated specifications and standards, 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:**

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



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

**List of Services and Price Schedule**

Procurement Reference Number: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

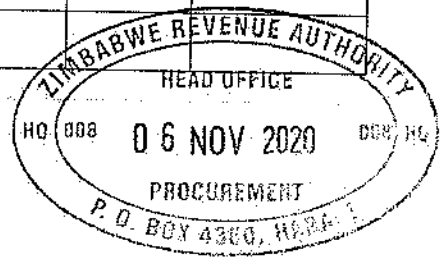
Bidder's Reference Number: \_\_\_\_\_

**Server Specifications: for the provision of maintenance and support of Oracle M7 & M8 super cluster servers.**

**CURRENCY OF BID: ZWL/ US\$**

**DURATION OF CONTRACT: 25 January 2021 up to 24 January 2024 (3 years)**

Item No.	Description of services	Input Quantity	Measure unit	Unit rate (ZWL)	Unit rate (US\$)	Total Price (ZWL)	Total Price (US\$)
<b>Other additional costs</b>							
<b>VAT</b>							
<b>TOTAL</b>							



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

**Statement of Requirements**

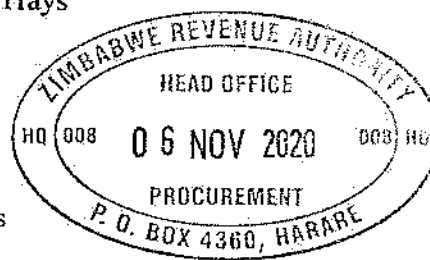
Procurement of Maintenance and Support services for Oracle M7 and M8 Supercluster Hardware for the period January 2021 to January 2024 with Hardware Identification Information as H/W CSI 20901764 Rack S/N AK00382804 and H/W CSI# 22188701 Rack S/N AK00436293 respectively.

**DESCRIPTION OF SERVICE**

Vendor shall render the following maintenance and support services for the period starting 24 January 2021 to 23 January 2024 (3 years).

1. With respect to the Oracle M7 (CSI # 20901764), & M8 Supercluster (CSI# 22188701) namely:

- Preparing for Service
- Detecting and Managing Faults
- Servicing CM IOUs • Servicing DIMMs
- Servicing SPs
- Servicing PCIe Cards
- Servicing Power Supply Units
- Servicing Fan Modules (CMIOU Chassis)
- Servicing Fan Modules (Switch Chassis)
- Servicing Switch Units
- Servicing PDECBs
- Servicing eUSB Disks
- Servicing a CMIOU Chassis Fan Cable Assembly • Servicing the Front Indicator Panel
- Servicing the Front Indicator Panel Cable
- Servicing Power Modules • Servicing SP Trays
- Servicing Batteries
- Servicing PDUs
- Servicing the CMIOU Chassis
- Servicing the Switch Chassis
- Servicing SP Internal Interconnect Assemblies
- Servicing Internal Interconnect Assemblies



2. Additional Components which are Oracle X6-2 Servers under M7 and Oracle X7-2, Servers under M8. StorageTek SL150 modular tape libraries on M7 and M8 and Switches (Brocade, Cisco, Infini band) for both hardware the following is expected;

- a) **Physical Maintenance (All Hardware)** -
- Visual inspection of all components,
  - Air Based cleaning.

**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

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-Physical verification of all interfaces.

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**b) Logical Maintenance**

Run health checks and resolve any issues on the following components:

**-Processors**

-System Board

-RAM

-Interfaces

-Displays

-System Storage

**c) Environment Check**

-Temperature

-Cleanliness

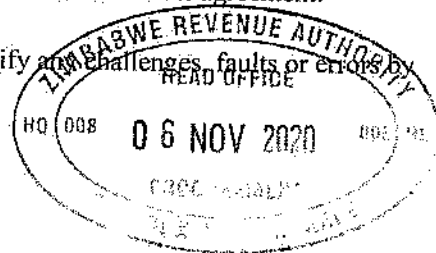
-Power Distribution

-Health and Safety

-Security

3. Vendor shall assist Zimra Administrators on an ad-hoc basis (Second level support) on complex technical issues, involving Oracle software tools, before escalation to Oracle
  - (1) Oracle Database / RAC infrastructure
  - (2) Solaris / Cluster infrastructure
  - (3) OEM 13c /Oracle Secure backup software infrastructure
4. Besides the call-based interventions necessitated by system challenges, the Vendor shall also provide regular scheduled maintenance tasks/services on the Supercluster M7 and M8 and respective components. Clearly reporting on the work done on the physical infrastructure and the system checks performed.
5. Vendor shall be responsible for providing full spares for the maintenance and support and field delivery services at no additional cost to ZIMRA.
6. Vendor shall rectify free of charge any challenges, faults or errors arising out of faulty service and/or maintenance, as per the time frames provided in the service level agreement.

ZIMRA shall through its ICT Helpdesk Contact Vendor to rectify any challenges, faults or errors by sending an email



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

**Part 3: Contract**

**CONTRACT AGREEMENT**

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

**Procurement Reference:**

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

BETWEEN

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

WHEREAS the Procuring Entity invited Bids for certain Services, viz., *[insert brief description of 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:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Schedule of Requirements;
  - (e) The Contractor's Bid Submission Sheet, List of Services and Price Schedule and Statement of Methodology, Work Plan and Schedule;
  - (f) 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.



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

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.

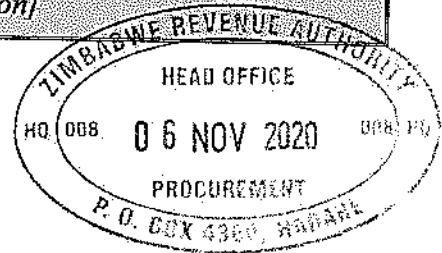
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of Zimbabwe on the day, month and year indicated above.

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

Signed: .....
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>



**BIDDING DOCUMENT FOR THE PROVISION OF MAINTENANCE AND SUPPORT OF ORACLE M7 & M8 SUPER CLUSTER SERVERS**

**PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 57/2020**

**General Conditions of Contract**

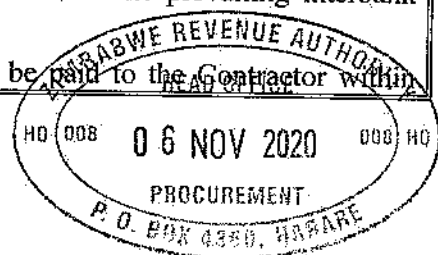
Any resulting contract is subject to the Zimbabwe General Conditions of Contract (GCC) for the Procurement of Non-Consulting Services (copy available on the Authority's website) except where modified by the Special Conditions below.

**Special Conditions of Contract**

Procurement Reference Number: **NCB 57/2020**

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	<p><b>Authorised representatives:</b></p> <ol style="list-style-type: none"> <li>1. The authorised representative of the Procuring Entity is <i>[names and contact details, including address for delivery of notices]</i>.</li> <li>2. The authorised representative of the Contractor is <i>{names and contact details, including address for delivery of notices}</i>.</li> </ol>
GCC 7.4	<p><b>Ineligible countries:</b> Nationals of the following countries are ineligible to be a Contractor or Sub-Contractor under this Contract. <i>Non Zimbabwean Nationals</i></p>
GCC 18.1	<p><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</p> <p>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.</p>
GCC 19.1	<p><b>Commencement of Services:</b> The date or period of time for commencement of services is <i>from Contract Signature</i></p>
GCC 20.1	<p><b>Completion of Services:</b> The date for completion of Services or the period within which the services are required to be performed for a period 25 January 2021 to 24 January 2024 (3 years)</p>
GCC 22.2	<p><b>Contract price:</b> Costs specifically excluded from the Contract price are : <i>N/A</i></p>
GCC 22.3	<p><b>Terms of Payment:</b> The structure of payments shall be:</p> <p>Contracts with suppliers will be paid in ZWL\$ at the prevailing interbank rate.</p> <p>On Acceptance: The Contract Price shall be paid to the Contractor within</p>





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	<p>thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p> <p>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.</p>
<b>GCC 23.1</b>	<p><b>Price adjustments:</b> The following price adjustments are applicable.</p> <p>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</p>
<b>GCC 30.1</b>	<p><b>Contract Administration Fee:</b> The Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations is due upon the signing of the Contract and the applicable Fee is <b>ZWL20,000.00</b> per annum</p>
<b>GCC 35.1</b>	<p><b>Performance security:</b></p> <p>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 14 days after signing by both parties. 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.</p>



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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

