ZIMABWE NATIONAL STATISTICS AGENCY (ZIMSTAT)

20TH FLOOR KAGUVI BUILDING, CORNER 4TH/CENTRAL AVENUE,

PO BOX CY 342, CAUSEWAY, HARARE

www.zimstat.co.zw

PROCUREMENT REFERENCE NUMBER: DOMESTIC /CB/ZIMSTAT/ 13/2022
SUPPLY AND DELIVERY OF TYRES FOR ZIMSTAT FLEET

DATE OF ISSUE: 24TH JUNE 2022

CLOSING DATE: 21ST JULY 2022 (1000 HOURS ZIMBABWEAN TIME)

CLOSES AT: ZIMSTAT HEAD OFFICE

20TH FLOOR KAGUVI BUILDING,

CORNER 4TH/CENTRAL AVENUE

HARARE, ZIMBABWE

Table of Contents

Contents

Part 1: Bidding Procedures 4

1.0 References: 4

1.1 Preparation of Bids 4

1.2 Payment to be made to the Procurement Regulatory Authority of Zimbabwe 5

1.2.1 Registration of Suppliers to participate in the tender procedure 5

1.2.2 Bid Security 5

1.2.3 Bid Security Forfeiture 6

1.2.4 Contract administration fees 6

1.3 Clarifications 6

1.4 Validity of Bids 7

1.5 Submission of Bids 7

1.6 Bid opening 8

1.7 Delivery Requirements 8

1.8 Bid Prices and Discounts 8

1.9 Evaluation of Bids 8

1.9.1 Evaluation criteria 9

1.9.2 Eligibility and Qualification Criteria 9

1.9.3 Origin of Goods 10

1.9.4 Technical Criteria 10

1.10 Currency 10

1.12 Right to Reject 10

1.13 Corrupt Practices 10

1.21 Bid Submission Sheet 11

Part 2: Statement of Requirements 13

2.0List of Goods and Price Schedule 13

2.1Delivery Schedule 14

2.2 Technical Specification and Compliance Sheet 15

2.3 SUPPLIER COMPLIANCE SHEET 17

2.4Bid-Securing Declaration 19

Part 3 Contract 21

3.0 Contract Agreement 21

3.1 General Conditions of Contract 23

3.2 Special Conditions of Contract 23

Annexure A: Bid Submission Sheet 28

ANNEXURE B: BANK GUARANTEE FORM 29

ANNEXURE C: DECLARATION BY BIDDERS 30

Part 1: Bidding Procedures

1.0 References:

References to the Act are to the Public Procurement and Disposal of Public Assets Act [*Chapter22:23*] and references to the Regulations are to the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018). The terms and requirements in the Act and Regulations govern the submission of Bids and should be read by all Bidders.

Procurement Reference Number: DOMESTIC/CB/ZIMSTAT/13/2022

1.1 Preparation of Bids

You are requested to bid for the supply of the goods specified in the Statement of Requirements below, by completing and returning the following documentation and items:

1. the Bid Submission Sheet in this Part;
2. the Statement of Requirements in Part 2;
3. a copy of every document necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations;
4. Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe;
5. A copy of
    - i. Completed Bid Submission form
    - ii. Price Schedule and Schedule of Requirements completed in accordance with the Instructions to Bidder. No other formats for the Price Schedule and the Schedule of Requirements will be accepted. All sections to be completed
    - iii. Certificate of Incorporation in the country of domicile.
    - iv. Valid Tax registration for Zimbabwean companies
    - v. Company profile including shareholding structure.
    - vi. At least three years track record offering the same services.
    - vii. Litigation History (evidence to prove that you don't have any pending litigation)
    - viii. Proof of registration with PRAZ in the relevant category
    - ix. Proof of NSSA Registration

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 some of 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.

1.2 Payment to be made to the Procurement Regulatory Authority of Zimbabwe

The Administration fees for domestic suppliers are shown below;

- Administration fees for domestic bids requires ZWL 8 000.00

Proof of payment to be attached to bid.

Failure to submit the proof of payment will lead to automatic disqualification

Table 1: Payment summary of payments to PRAZ domestic suppliers

Table 1: Payment summary of payments to PRAZ

No	Item	Domestic Bidders (Zimbabwean Dollars)
1	Supplier registration	ZWL$16,000.00
2a	Bid security	ZWL$ 100, 000.00
2b	Non-refundable cash bid bond (establishment fee for each bid) if Bid Security is paid at PRAZ.	ZWL$ 20, 000.00
3	Contract fees payable after contract award	To be determined based on the value of the awarded contract

NB: **Failure to submit the proof of payment on the closing date for bid security will lead to automatic disqualification.**

1.2.1 Registration of Suppliers to participate in the tender procedure

Only registered suppliers will be accepted. Prospective bidders should provide proof that they are registered with PRAZ.
Suppliers shall pay the following fees for them to participate in the tender procedure

- Registration and renewal of public sector **Domestic Suppliers** will be **ZWL$ 16,000.00** payables to the Procurement Regulatory Authority of Zimbabwe. This is renewed once every year.

1.2.2 Bid Security

A bid security of ZWL $ 100, 000.00

The Bid Security shall be paid in any of the following;

(i) A Certified Bank Cheque in the name of the Zimbabwe National Statistics Agency (ZIMSTAT) or

(ii) A Bank Guarantee as per the Template attached in this bidding document (Annexure A). The undertaking by which bid security is given shall be in the format and wording set out in the bidding documents; and any other format will be considered non-responsive and rejected. or

(iii) A cash deposit to the Procurement Regulatory Authority of Zimbabwe. Suppliers will be required to pay non-refundable establishment fees of ZWL$ 20,000.00 if they deposit their funds through the Procurement Regulatory Authority of Zimbabwe.

(iv) The receipt should form part of the bid

1.2.3 Bid Security Forfeiture

The Bid security will be forfeited in the following event;

- The bidder modifying or withdrawing his or her bid after the end of the bidding period; or
- The bidder refusing to accept a correction of an arithmetical error appearing on the face of his or her bid; or
- The successful bidder failing to sign the procurement contract in accordance with the terms set out in the bidding documents; or

The successful bidder failing to provide security for the performance of the procurement contract, if required to do so by the bidding documents

1.2.4 Contract administration fees

These are fees which should be paid by the bidder **only after being awarded the contract**. The fees will be dependent on the value of the contract awarded.

1.3 Clarifications

Queries pertaining to this bidding document should be addressed to the Procurement Management Unit, ZIMSTAT Head Office 20th Floor Kaguvi Building, Corner 4th/Central Avenue, or email pmu@zimstat.co.zw, i.e before 7th of July 2022

at 1600 hours Zimbabwean time. Bidders who send their queries after the deadline will not be entertained. A prospective bidder requiring any clarification of the bidding documents shall notify ZIMSTAT in writing only. ZIMSTAT will respond in writing to any request for clarification of the bidding documents no later than 2 days prior to the deadline for the submission of bids. Written copies of ZIMSTAT's responses (Including an explanation of the query) will be sent to all prospective. Request for clarification and the response(s) shall form part of any final contract

1.4 Validity of Bids

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

1.5 Submission of Bids

Bids must be submitted in writing in a sealed envelope to the address below, not later than the date and time of the deadline below. It is the Bidder's responsibility to ensure that they receive a receipt confirming submission of their bid that has correct details of the Bidder and the number of the Bid.

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

*The bid must be submitted **Sealed, Bound** and **in triplicate** i.e. one clearly labelled original and the other two (2) copies. In the event of any discrepancy between them, the original shall govern. The original document shall clearly be labelled **'original'** and copies labelled **'copy'.** The original document shall take precedence in case of any variation with the copies.*

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

Date of deadline:	**21st of July 2022**	Deadline Time: **[1000hrs]**
Submission address:	**Zimbabwe National Statistics Agency,** **20th Floor Kaguvi Building,** **Corner 4th/Central Avenue, Harare** **It is the Bidder's responsibility to ensure that the bid has been received by the Procurement Management Unit (PMU) at ZIMSTAT. The PMU will not be responsible if this bid is submitted to the wrong place.**	

Means of acceptance:	*Tender must be enclosed in sealed envelope and bid must be **properly** bound and endorsed on the outside with the tender number, the description, and the closing date and placed in ZIMSTAT tender box.*

1.6 Bid opening

The Bidder 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.

1.7 Delivery Requirements

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

1.8 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

(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 Domestic agent or representative.

1.9 Evaluation of Bids

The Bid will be evaluated using the following methodology:

1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of the 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 bid and to determine the lowest evaluated bid to specifications
4. The tender will be awarded on lot basis.
5. Bidders that are currently holding ZIMSTAT contracts and orders that are now long overdue whereas they are of similar nature to this procurement requirement, shall not be allowed to participate on this procurement procedure. In addition, all bidders who previously failed to perform ZIMSTAT contracts shall not be considered for this particular tender. Accordingly, their bids will be automatically rejected.

1.9.1 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 are required to be delivered by the date indicated in the Delivery Schedule in Part 2. The bid shall be treated as non-responsive if offering delivery after the date.

1.9.2 Eligibility and Qualification Criteria

The Bidder is 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 *restricted to Zimbabwean bidders*

1.9.3 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.

1.9.4 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.

1.10 Currency

Bids should be priced in **USD Currency.** The currency of evaluation will be **USD. Payment shall be made using the RBZ official Auction rate on the date of payment.** 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

1.12 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.

1.13 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.

1.21 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: DOMESTIC /CB/ZIMSTAT/13/2022

Subject of Procurement: SUPPLY AND DELIVERY OF TYRES FOR ZIMSTAT FLEET

Name of Bidder:

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:

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

Company	……
Address:	……
	……

Part 2: Statement of Requirements

Name of Bidder:

2.0List of Goods and Price Schedule

Currency of Bid: USD **$**

Item	Description	Quantity	Physical Unit of Measure	Unit Price(USD) VAT Inclusive	Total Price(USD) Vat Inclusive	Remarks
1	225/70R 17 Tyres	50	Each			
2	265/65R 17 Tyres	50	Each			

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.

Note 3: In the event that additional quantities are required, procuring entity will engage the winning bidder for the particular additional items.

The price to be quoted in the Price Schedule must be the total price of the bid, inclusive of VAT and including any discounts offered.

Bid Authorised by:

Signature …….. **Name:** ……

Position: …….. **Date:** ……*(DD/MM /YY)*

Authorised for and on behalf of:

Company ……

Address: ……

……

2.1Delivery Schedule

Name of Bidder: ……

Bidder's Reference Number: DOMESTIC/ZIMSTAT/CB/13/2022

{Note to Bidders: If the delivery period offered, or any other details, differ from the requirements below, this should be stated in your tender}.

Item	Description	Quantity	Physical unit	Delivery Date required by procuring entity and applicable INCORTERM	Bidder's offered delivery period
1	225/70R 17	50	Each	*1 week DDP Harare ZIMSTAT Head Office, Cnr 4th /Central Avenue 20th Floor Kaguvi Building , Harare, Zimbabwe*	
2	265/65R 17	50	Each	*1 week DDP Harare ZIMSTAT Head Office, Cnr 4th /Central Avenue 20th Floor Kaguvi Building , Harare, Zimbabwe*	

The delivery period required is measured from the date of issuance of Purchase Order to the Bidder.

2.2 Technical Specification and Compliance Sheet

Name of Bidder: ……

Bidder's Reference Number: DOMESTIC/ZIMSTAT/CB/13/2022

The Goods must comply with following Technical Specifications and Standards:

a	***b***	***c***	***d***
Item No	***Item description and full technical specification required (including applicable standards)***	***Bidder to state the specifications offered***	***Specifications met or not met .Bidder to state Yes/No***
1	**225/70R 17 Tyres**		
	All terrain		
	radial tyres		
	longer tread life suitable for slippery, indicate Tyre life span in terms of mileage - Indicate Mileage- (Minimum required is 50,000km)		
	Suitable for highway and off road		
2	**265/65R17 Tyres**		
	All terrain		
	longer tread life suitable for slippery, indicate Tyre life span in terms of mileage - Indicate Mileage- (Minimum required is 50,000km)		

	Suitable for highway and off road		

The detailed technical evaluation will examine the technical specification of the items offered in column d and determine whether this meets the minimum specification in column c. **Bidders must complete column d or their tender will be rejected**. The Bidder is required to include technical literature to positively support the details provided in column d.

NB: The winning bidder (s) shall submit the sample(s) for the requested tyre size(s) prior to issuance of Contract (s) and Purchase Orders (s). The same will conform as part of the evaluation process. Any tyre(s) sample (s) that do not conform to the required specifications will lead to automatic disqualification.

Bid Authorised by:

Signature…….. **Name:**…….

Position : …….. **Date :** …..……..……*(DD/MM/YY)*

Authorised for and on behalf of:

Company……

Address : ……
…

……
….

2.3 SUPPLIER COMPLIANCE SHEET

question	type	remarks
1	Number of customers for references .(Attach contact details of reference customers (Also provide purchase (s) or contacts(s)	
2	Average size of orders done a. Monthly basis b. Annually	
3	Where is manufacturing of the tyres done /location	
4	Type of machinery and age	
5	Delivery time /Lead time per order	
	Other	

Bid Authorised by:

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

2.4 Declaration by the Accounting Officer

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

DIRECTOR- GENERAL: Taguma Mahonde **SIGNATURE: …….....**

DATE: ……

2.4Bid-Securing Declaration

{The Bidder must fill in this Form in accordance with the instructions indicated, where it has been stated in the Bidding Procedures that a Bid-Securing Declaration is a requirement of bidding}.

Procurement Reference number:

Date: ……*[date (in day, month and year format)]*

To: *{full name of Procuring Entity}*

We, the undersigned, declare that:

We understand that, according to the terms and conditions of your bidding documents, bids must be supported by a Bid-Securing Declaration.

We accept that we may be debarred from bidding for any contract with a Procuring Entity in Zimbabwe for a period of time to be determined by the Authority, if we are in breach of our obligation(s) under the bidding conditions, because:

(a) We have withdrawn our Bid during the period of Bid validity; or

(b) Having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, we fail or refuse to execute the Contract.

We understand this Bid Securing Declaration will expire if we are not the successful Bidder, either when we receive your notification to us of the name of the successful Bidder, or twenty-eight days after the expiration of our Bid, whichever is the earlier.

Signed	……..	**Name:**	……
In capacity of:	……..	**Date:**	……*(DD/MM/YY)*
Duly authorised for and on behalf of:			
Company	……		
Address:	……		
	……		
Corporate Seal (where appropriate)			

{Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all the partners to the Joint Venture that submits the Bid.}

Part 3 Contract

3.0 Contract Agreement

Procurement Reference:

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

BETWEEN

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

(2) *[insert name of Contractor]*, a corporation incorporated under the laws of *[insert: country of Contractor]* and having its principal place of business at *[insert full postal address of Contractor]* (hereinafter called "the Contractor").

WHEREAS the Procuring Entity invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Contractor for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are assigned to them in the General and Special Conditions of Contract referred to below.

2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement;

   (b) Special Conditions of Contract;

   (c) General Conditions of Contract;

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications);

   (e) The Contractor's Bid, original Price Schedules and Delivery Schedule;

   (f) The Procuring Entity's Notification of Contract Award;

   (g) *[Add here any other document(s)]*.

3. This Contract Agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Procuring Entity to the Contractor as mentioned below, the Contractor hereby agrees with the Procuring Entity to provide the Goods and Services and to remedy any defects in them in conformity with the Contract.

5. The Procuring Entity hereby agrees to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of any defects in them, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Procuring Entity

Signed:	……..
Name:	
In the capacity of:	*[Title or other appropriate designation]*

For and on behalf of the Contractor

Signed:	……..
Name:	
In the capacity of:	*[Title or other appropriate designation]*

3.1 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.

3.2 Special Conditions of Contract

Procurement Reference Number: ……

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

GCC reference	Special Conditions
GCC 7.5	**Eligible Countries:** All countries are eligible, except for *[list countries]*.
GCC 8.1	**Notices:** Any notice shall be sent to the following addresses: For the Procuring Entity, the address shall be as given in the Contract document and the contact shall be *[state name of contact and the location where he/she can be found]*. For the Contractor, the address shall be as given in the Bid and the contact shall be *{state name of contact}*
GCC 19.1	**Liquidated Damages:** Liquidated Damages in terms of section 88 of the Act shall/shall not*[delete as appropriate]*apply**.** *[Where applicable, state the percentage of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction after which the Contract may be terminated. State the terms of liquidated damages by specifying the details as required in section 88 of the Act.]*

GCC 21.2	**Packing, Marking and Documentation:** The goods shall meet the following special packing requirements in addition to the general requirements stated in GCC clause 21.1 *[State any special packing requirements]* The documents to be furnished by the Contractor are: *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Contractor's warranty certificate, inspection certificate issued by nominated inspection agency, Contractor's factory shipping detailsetc]* ***Sample provision* - For Goods supplied from abroad:** Upon shipment, the Contractor shall notify the Procuring Entity and the insurance company in writing of the full details of the shipment. In the event of Goods sent 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: (i) one original and two copies of the Contractor's invoice, showing the Procuring Entity as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original; (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Procuring Entity as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (iii) two copies of the packing list identifying contents of each package; (iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary; (v) one original of the manufacturer's or Contractor's Warranty Certificate covering all items supplied; (vi) original copy of the Certificate of Inspection furnished to the Contractor by the nominated inspection agency and six copies *[state whether inspection is required]*; (vii) *[any other procurement-specific documents required for delivery/payment purposes]*.

	***Sample provision* - For Goods from within Zimbabwe** Upon or before delivery of the Goods, the Contractor shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity: (i) one original and two copies of the Contractor's invoice, showing the Procuring Entity, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original; (ii) two copies of delivery note, road consignment note, truck or air waybill, or multimodal transport document showing Procuring Entity as the consignee and delivery through to final destination as stated in the Contract; (iii) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary; (iv) four copies of the packing list identifying contents of each package; (v) one original of the manufacturer's or Contractor's Warranty certificate covering all items supplied; (vi) original copy of the Certificate of Inspection furnished to the Contractor by the nominated inspection agency and six copies (where inspection is required); (vii) *[other procurement-specific documents required for delivery/payment purposes]*. 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.

GCC reference	Special Conditions
GCC 22.1	**Insurance:** The Goods shall be insured*[state whether as specified in the Incoterms or any alternative arrangement.]*.
GCC 23.1 & 23.2	**Inspections and tests:** the tests and/or inspections of the Goods and Related Services that the Contractor is required to carry at its own expense are:***[****provide details including the place where the tests will be carried out or delete****].***
GCC 24.1	**Performance security:** The Contractor shall provide a performance security of ***[****state a fixed amount or percentage, which shall be no more than ten (10) per cent****]*** of the Contract Price. The performance security shall be denominated in the currency of the Contract and issued by a Bank located in Zimbabwe or a foreign Bank through correspondence with a Bank located in Zimbabwe or from another financial institution acceptable to the Procuring Entity. The format shall be based on the template following the Special Conditions of Contract in this Part***[****Delete if performance security is not required****.]***
GCC 24.4	**Reduction of performance security** ***[****State whether the Performance Security will be progressively reduced in line with the Contractor's progress in delivering or completing the procurement requirement to which the security relates]*
GCC 25.1	**Warranty**: The period of the warranty shall be *[state number of]* months.
GCC 25.6	**Failure to remedy a defect:** The period allowed to the Contractor to remedy a defect during the period of the Warranty shall be *[state number of months or days]*.
GCC 29.1	**Price adjustments:** The following price adjustments are applicable*[State any arrangements for adjustment of the contract price.]*
GCC 30.1	**Terms of Payment:** The structure of payments shall be: ***Sample provision*** **Advance payment:** *[State whether any advance payment, as defined in section 63 (1) of the Regulations is to be made and any security required or delete this provision.]* **On Delivery:** Ninety (90) per cent of the Contract Price shall be paid within a maximum of sixty (60) days of receipt of the Goods and upon submission of the documents specified in GCC Clause 13.

GCC reference	Special Conditions
	On Acceptance: The remaining ten (10) per cent of the Contract Price shall be paid to the Contractor within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
GCC 31.1	**Contract Administration Fee:** The Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations is due upon the signing of the Contract and the applicable Fee is $ *[State applicable Fee or delete]*.

Annexure A: 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 Mandatory Technical Specifications Compliance Sheet.

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 Request for Quotation 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:	……		
	…….		

ANNEXURE B: BANK GUARANTEE FORM

(To be on a letterhead of a bank)

Whereas ……..…….(hereinafter called

"the contractor") has submitted its tender dated ……..for

……(hereinafter called the bid)

Know all men that we, the undersigned of
……..Bank,

having our registered office
at…….do
hereby bind ourselves, our successors and assigns unto the National Pharmaceutical Company of

Zimbabwe (hereinafter called the client) in the sum
of……

……
…

Sealed with the common seal of the said bank this……day
of…….2021 If:
(a) the tenderer withdraws its bid during the period of validity specified by the tenderer on the
tender form; or
(b) the tenderer, having been notified of the acceptance of its tender by the Client during the period of the validity fails or refuses to execute the Contract;

we undertake to pay to the Client up to the above mentioned amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the applicable conditions.

This guarantee will remain in force up to and including 60 days after the period of validity of the tender, and any demand in respect thereof should reach the Bank not later than the above date.

……

SIGNATURE OF BANK

ANNEXURE C: DECLARATION BY BIDDERS

(To be inserted in the letterhead of the Bidder)
Address of Bidder

To Whom it May Concern:

We _____ (Name of bidder), a supplier duly organized under the laws of _____ (Name of Country) and having its principal place of business at _____
(Physical and Postal Address of Supplier),

Our bid would be rejected if;

(a)we lack legal capacity to enter into a contract with the Procuring Entity herein referred to as ZIMSTAT; or
(b) under the laws of any country, us as the bidder are insolvent, bankrupt or being wound up; or
(c) under the laws of any country, our business activities have been suspended; or
(d) legal proceedings have been instituted under the laws of any country to sequestrate or wind up our business or to place the bidder (us) receivership or to suspend our business activities; or
(e) we have failed to comply with any obligation to pay taxes or social security contributions in Zimbabwe; or
(f) the bidder has a conflict of interest in relation to the subject of the procurement; or
(g) the bidder is ineligible under the Act to be awarded a procurement contract.

We also hereby declare that;

1. **To the best of our/my knowledge, information and belief, that all information that has been supplied in this bid is correct, complete and not misleading. I understand that false or misleading information could result in our bid's exclusion from the bidding process.**
2. **That I have not been debarred in bidding in Zimbabwe and any other country in the world.**
   (If you have been debarred, please give a brief explanation)
3. **ZIMSTAT may carry out independent validation checks to verify the information contained in this bid.**
4. **The bidder has the legal capacity to participate in this tender procedure**
5. **The organisation would pay all fees due to the Procurement Regulatory Authority of Zimbabwe. Any unpaid fees due to the Procurement Regulatory authority of Zimbabwe would result in cancelation of the contract.**

Name Of Supplier			
Full Name Of Authorised Signatory		**Title /Position**	
Signature		**Date**	