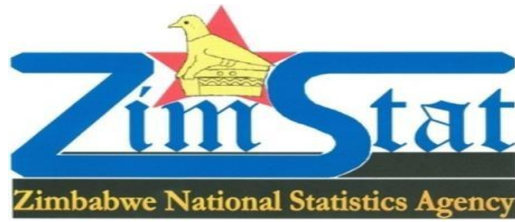


**BIDDING DOCUMENT FOR THE PROVISION OF VEHICLE INSURANCE  
COVER SERVICES TO ZIMSTAT**

**PROCUREMENT REFERENCE NO: DOMESTIC /ZIMSTAT/CB/05/2023**

**PART 1 BIDDING PROCEDURES**

---



**ZIMABWE NATIONAL STATISTICS AGENCY (ZIMSTAT)**

**20<sup>TH</sup> FLOOR KAGUVI BUILDING, CORNER 4<sup>TH</sup>/CENTRAL AVENUE,  
PO BOX CY 342, CAUSEWAY, HARARE**

**[www.zimstat.co.zw](http://www.zimstat.co.zw)**

**PROCUREMENT REFERENCE NUMBER: DOMESTIC /ZIMSTAT/CB/05/2023  
THE PROVISION OF MOTOR VEHICLE INSURANCE COVER SERVICES TO ZIMSTAT**

**DATE OF ISSUE: 27<sup>th</sup> JANUARY 2023**

**CLOSING DATE: 24<sup>th</sup> FEBRUARY 2023 (1000 HOURS ZIMBABWEAN TIME)**

**CLOSES AT: ZIMSTAT HEAD OFFICE**

**20<sup>TH</sup> FLOOR KAGUVI BUILDING,  
CORNER 4<sup>TH</sup>/CENTRAL AVENUE  
HARARE, ZIMBABWE**

**Standard Bidding Document for the Procurement of: Motor comprehensive Insurance Cover**

**Procurement Reference No: DOMESTIC/ZIMSTAT/CB/05/2023**

**Procuring Entity: Zimbabwe National Statistics Agency (ZIMSTAT)**

## Contents

Part 1: BIDDING PROCEDURES .....	5
1.1 REFERENCES .....	5
1.1.1 Procurement Reference Number: DOMESTIC/ZIMSTAT/CB/05/2023.....	5
1.1.2 Services to Be Performed, Location(s) and Other Requirements.....	5
1.2 PREPARATION OF BIDS .....	5
1.3 BID SECURITY .....	7
1.3.1 Bid Security Forfeiture.....	7
1.4 PAYMENTS TO BE MADE TO THE PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE.....	7
1.4.1 Registration of Suppliers to Participate in The Tender Procedure .....	7
NB: Failure to submit the proof will lead to automatic disqualification. ....	7
1.4.2 Contract Administration Fee .....	8
Table 1: Summary of payments .....	8
1.5 NUMBER OF BIDS ALLOWED.....	8
1.5.1 Clarification .....	8
1.5.2 Modification of Bidding Documents.....	8
1.5.3 Bidding Documents.....	9
1.5.4 Content of Bidding Documents .....	9
1.5.5 Language of Bids .....	9
1.5.6 Late Bids .....	9
1.5.7 Incomplete Bids .....	9
1.5.8 Documents comprising bids .....	9
1.5.9 Eligibility and qualification requirements .....	10
1.6 VALIDITY OF BIDS .....	11
1.7 SUBMISSION OF BIDS .....	11
1.8 BID OPENING .....	13
1.9 BID PRICES AND DISCOUNTS .....	13
1.10 EVALUATION OF BIDS.....	13
1.10.1 Evaluation and Acceptance .....	13
1.10.2 Correction of Arithmetical Errors in Bids.....	14
1.11 CONFIDENTIALITY.....	15
1.12 ACCEPTANCE .....	15
1.13 REVIEW BY THE SPECIAL PROCUREMENT OVERSIGHT COMMITTEE .....	15
1.14 CURRENCY .....	16
1.15 AWARD OF CONTRACT .....	16

1.16 STANDSTILL PERIOD .....	16
1.17 RIGHT TO REJECT .....	16
1.18 CORRUPT PRACTICES .....	16
1.19 OWNERSHIP OF TENDERS .....	17
1.20 CANCELLATION OF THE TENDER PROCEDURE.....	17
1.20.1 After Cancellation of the Tender Procedure.....	18
1.20.2 Not Incurring Any Liability for Tender Cancellation .....	18
1.21 FINANCIAL STATEMENTS .....	18
1.22 MISTAKES IN INFORMATION.....	18
Bid Submission Sheet.....	19
Bid-Securing Declaration .....	25
Part 2: Statement of Requirements .....	26
2.1 MOTOR VEHICLE COVER.....	26
v. Excess calculations, and options of excess buyback should be shown in the bid .....	26
2.1.1 Motor Vehicle Insurance Policy Covers Requirements .....	26
2.2 INFORMATION ABOUT THE COMPANY .....	26
2.2.1 Financial Statements .....	27
2.3 POLICY COVER DOCUMENTS .....	27
Part 3: Contract .....	28
Procurement Reference .....	28
General Conditions of Contract .....	31
Special Conditions of Contract .....	31
ANNEXURE A: BID FORM .....	33
(To be inserted in the letterhead of the Supplier) .....	33
ANNEXURE B: BANK GUARANTEE FORM .....	35
(To be on a letterhead of a bank).....	35
.....SIGNATURE OF BANK.....	35
ANNEXURE C: DECLARATION BY BIDDERS .....	36
(To be inserted in the letterhead of the Bidder)Address of Bidder.....	36

## **Part 1: BIDDING PROCEDURES**

### **1.1 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.

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.

#### **1.1.1 Procurement Reference Number: DOMESTIC/ZIMSTAT/CB/05/2023**

Bidders for this tender must be reputable Local Zimbabwean Insurance Policy Companies or insurance brokers and must be able to meet the expectations of the Procuring Entity. The tender and any contract shall be governed by the Zimbabwe’s General Conditions of Contract and the Public Procurement and Disposal of Public Assets Act [Chap 22:23], Regulations S.I 5 of 2018 and its Amendments. The Procurement Act and Regulations shall take precedence over the General Conditions of contract in case of conflict.

The objective of this tender is to acquire a new Motor Vehicle Insurance Policy Cover for the period of 12 Months from reputable and competent Insurance Policy suppliers.

- a) The Procuring Entity reserves the right to accept the whole or part of any tender.
- b) The Supplier who satisfies the administrative, technical specifications and financial requirements will be acceptable.

#### **1.1.2 Services to Be Performed, Location(s) and Other Requirements**

The service to be performed under the Contract is Provision of Motor Vehicle and Non-Motor Assets Comprehensive Insurance Cover for the listed ZIMSTAT Headquarters and Provincial Offices

- a. ZIMSTAT Headquarters, 20<sup>TH</sup> Floor, Kaguvi Building, Cnr 4<sup>th</sup>/ Central Ave, Harare
- b. ZIMSTAT Provincial Offices

### **1.2 PREPARATION OF BIDS**

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

1. the Bid Submission in this Part;

2. a copy of documentation necessary to demonstrate your eligibility in terms of section 28 (1) of the Regulations.
3. Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ);
4. A bid security
5. A copy of
  - a) Proof of being registered with the Insurance and Pensions Commission (valid registration certificate)
  - b) A covering letter summarizing the offer e.g. total bid price, bid bond and documents detailing relevant experience and projects undertaken etc.
  - c) Completed Bid Form.
  - d) Price Schedule and Summary schedule of items Insurable
  - e) Certificate of Incorporation
  - f) Valid Vendor registration certificate
  - g) Company profile including shareholding structure.
  - h) Current tax clearance certificate (ITF 263).
  - i) Proof of Valid PRAZ registration certificate in the relevant category
  - j) Bid Bond form completed by the bank according to the form attached (if option 1 has been chosen)
  - k) If option 2 has been chosen, receipt from the Procurement Regulatory Authority of Zimbabwe should be attached.
  - l) A Motor Vehicle Insurance and Non-Motor Asset Insurance Policy Cover document subject to negotiation upon award of the tender.
  - m) Pricing Structure to be used in case of any future variation.
  - n) Audited Financial Statements for the past 2 years.

**NB: Failure to meet the above requirements will result in the bid being considered non-responsive and disqualified.**

## 1.3 BID SECURITY

The Bidder must include either:

A bid security of USD 1,000.00 in the following form

Option 1: A Certified Bank Cheque in the name of the Zimbabwe National Statistics Agency (ZIMSTAT) or

Option 2: A Bank Guarantee as per the attached template attached (Annexure B). 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

Option 3: A refundable cash deposit of USD 1,000.00 plus a non-refundable Bid bond establishment fee of USD 150.00 paid to the Procurement Regulatory Authority of Zimbabwe (PRAZ) (The receipt should form part of the bid).

**NB: Local bidders may pay bid security ZLW equivalent using prevailing RBZ Auction rate on the date of payment.**

The Bid Security shall be valid for up to **60 days** after ending of the bidding period i.e. tender closing date.

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.

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

### 1.3.1 Bid Security Forfeiture

The Bid security will be forfeited in the following event;

- 1.3.1.1 The bidder modifying or withdrawing his or her bid after the end of the bidding period; or
- 1.3.1.2 The bidder refusing to accept a correction of an arithmetical error appearing on the face of his or her bid; or
- 1.3.1.3 The successful bidder failing to sign the procurement contract in accordance with the ~~terms~~ set out in the bidding documents; or
- 1.3.1.4 The successful bidder failing to provide security for the performance of the procurement ~~contract~~ if required to do so by the bidding documents.
- 1.3.1.4 Proof of payment to be attached to bid.

## 1.4 PAYMENTS TO BE MADE TO THE PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE

### 1.4.1 Registration of Suppliers to Participate in The Tender Procedure

Bidders must be registered with Procurement Regulatory Authority of Zimbabwe and therefore required to submit their proof of registration.

**NB: Failure to submit the proof will lead to automatic disqualification.**

Suppliers shall pay the following fees for them to participate in the tender procedure

- i. Registration and renewal of public sector domestic supplies will be US\$100 or ZWL equivalent payable to the Procurement Regulatory Authority of Zimbabwe. This is renewed once every year.
- ii. Only registered suppliers will be accepted. Prospective bidders should show proof that they are registered with PRAZ in terms of a certified invoice from PRAZ.

#### 1.4.2 Contract Administration Fee

This fee should be paid by the bidder only after being awarded the contract. The fees will be dependent on the value of the contract awarded.

**Table 1: Summary of payments**

No	Item	Local suppliers
1(a)	Bid Security	USD 1, 000.00 OR Equivalent to RBZ Preavailing Interbank rate
(b)	Non-refundable cash bid bond (establishment fee for each bid) if Bid Security is paid at PRAZ.	USD 150.00 OR Equivalent to RBZ Preavailing Interbank rate
3	Contract fees payable after contract award	Will be determined based on thevalue of the awarded

**NB: Local bidders may pay bid security ZLW equivalent using prevailing RBZ Auction rate on the date of payment.**

#### 1.5 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.

##### 1.5.1 Clarification

Clarification of the bidding document may be requested in writing by any Bidder up to 13<sup>th</sup> of February 2023 and should be sent to the Procurement Management Unit via email [pmu@zimstat.co.zw](mailto:pmu@zimstat.co.zw)

##### 1.5.2 Modification of Bidding Documents

- i. At any time before the end of the bidding period, ZIMSTAT may, for any reason, whether on its own initiative or as a result of a request for clarification by a potential bidder, modify the bidding documents by issuing an addendum.
- ii. The procuring entity shall communicate every modification of a bidding document promptly to all potential bidders that have been provided with the bidding document, and upon such communication the modification shall be binding on them.
- iii. Where a modification is made to a bidding document, ZIMSTAT may extend the



bidding period to enable potential bidders to take account of the modification when preparing their bids: Provided that, if less than one-third of the bidding period remains when the modification is made, ZIMSTAT shall extend the bidding period by at least half of the original period.

- iv. Where ZIMSTAT decides to extend the bidding period, it shall give prompt notice of the extension to every bidder that was provided with the bidding documents

### 1.5.3 Bidding Documents

ZIMSTAT shall reject a bid if it finds that information submitted in the bid—

- (a) is materially false or misleading; or
- (b) is inaccurate or incomplete to an extent that makes it impossible to evaluate the bid.

### 1.5.4 Content of Bidding Documents

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the Bidding documents in every respect will result in the rejection of its bid.

### 1.5.5 Language of Bids

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid, exchanged by the bidder and ZIMSTAT, shall be in the **English language**. Supporting documents and printed literature provided by the bidder may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English language**, in which case, for the purposes of interpretation of the bid, the **English translation** shall prevail.

### 1.5.6 Late Bids

Late bids will be rejected and **shall be returned unopened**.

### 1.5.7 Incomplete Bids

Failure to complete and return a full set of documents may result in your bid not being considered. Any additional costs incurred by ZIMSTAT which result from any inaccuracies or any declarations in respect of the service or the bidder's failure to conform to the requirements of a resulting Contract will be charged to the bidder.

### 1.5.8 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:

- a) have the legal capacity to enter into a contract;
- b) 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;
- c) have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe;
- d) not have a conflict of interest in relation to this procurement requirement;
- e) 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;
- f) have the nationality of an eligible country as specified in the Special Conditions of Contract; and

g) have been registered with the Authority as a Supplier and have paid the applicable Supplier Registration Fee set out in Part III of the Regulations (Amended S.I 219 of 2020).

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.

## 1.6 VALIDITY OF BIDS

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

## 1.7 SUBMISSION OF BIDS

Bids must be submitted in hard copy format 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.

If a courier service company is being used for delivery of the submission, the tender number and description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the tender box. The Purchaser will not be held responsible for any delays where submissions are handed to the ZIMSTAT Receptionist.

Where a submission is not in the tender box at the time of the submission due date, such a submission will be regarded as a late submission. The Purchaser reserves the right at its sole discretion not to consider any late submissions.

**Bidders should ensure that they receive a stamped receipt upon submission of their bids, which will act as proof of timely submission. It shall be the responsibility of a bidder who receives a receipt to ensure that the particulars entered on the receipt correspond with the details of the bid as marked on the bid envelope**

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: ***[24<sup>th</sup> February 2023]*** Deadline Time:  
*[1000hrs]*

Submission address: **Zimbabwe National Statistics Agency,  
20<sup>th</sup> Floor, Kaguvi Building Corner  
4<sup>th</sup>/Central Avenue,  
Harare**

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.*

## **1.8 BID OPENING**

Bidders and their representatives may witness the opening of bids which will take place at the submission address immediately following the deadline.

**NB: In line with MoHCC guidelines to mitigate against the spread of the Covid-19 pandemic, only one member of the bidding company will be allowed to attend the bid opening session.**

### **1.8.1 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.

## **1.9 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.

## **1.10 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.

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

### **1.10.1 Evaluation and Acceptance**

Any decision to award shall take into account the following factors;

- a) The bidders must be recognized Insurance Policy suppliers for the provision of Motor Vehicle Insurance cover.

- b) The bidder must be registered with the Insurance and Pensions Commission.
- c) The bidder must acquaint himself fully with the “TERMS AND CONDITIONS TO BE OBSERVED IN THE TENDERING: The Procuring Entity shall not be responsible for any misunderstanding or incorrect information however obtained except information given in writing by the Procuring Entity. Sum Insured and the total cost for the provision of Motor Vehicle Policy Cover i.e. Evaluated bid price.
- d) Results of reference checks and on-site/off-site demonstration of capability.
- e) The bidders must state a minimum Insurance Policy cover period of one (1) year.
- f) Level, quality and type of client training and technical assistance provided.
- g) Total Number of clients that the bidder has supplied the Motor Vehicle Insurance policies currently being serviced.
- h) Company profile.
- i) Bidders should state the technical and financial information to cover the following
  - i. The conditions of the insurance.
  - ii. The total maximum claim for each category or class
  - iii. Time line of the insurance cover i.e. (from/ to)
  - iv. The total premium costs per each category or class inclusive of VAT /stamp duty.
  - v. The overall full cost to ZIMSTAT Company.

Insurance Policy Document and the pricing structure provided. Separately State premiums for Motor covers. *(All responses to the issues above should be supported by documentary evidence by the Supplier)*

Bidders shall not be permitted to alter their bids once their bids have been submitted with the exception of arithmetical errors which shall be adjusted based on the offered unit price. The total bid price will be amended accordingly for the purposes of the evaluation.

#### **1.10.2 Correction of Arithmetical Errors in Bids**

Bidders shall not be permitted to alter their bids once their bids have been submitted with the exception of arithmetical errors which shall be adjusted at line item level based on the offered unit price. The total bid price will be amended accordingly for the purposes of the evaluation.

1. ZIMSTAT shall correct arithmetical errors in bids on the following basis—

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of ZIMSTAT there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the subtotals shall prevail and the total shall be corrected;

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail, subject to paragraphs (a) and (b).

2. Where a bid price has been corrected, the corrected price shall be the basis for evaluating the bid, awarding the procurement contract and performing the contract.

3. Where a bid is ambiguous, whether due to error or otherwise, so that the bid price cannot be ascertained with certainty, the bid shall not be capable of correction and shall be rejected.

#### **1.11 CONFIDENTIALITY**

Following receipt of bids within the stipulated bid closing date, information relating to the award of Contract shall not be disclosed until the successful bidder has been notified of the award of Contract.

#### **1.12 ACCEPTANCE**

ZIMSTAT reserves the right to:

a) Accept the bid wholly or in part;

b) Vary the services required in any resulting award of Contract within reasonable limits of up to plus or minus 10%;

c) Contract on terms requested in this tender or on different service delivery terms;

d) Reject any bid; or

e) Annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the affected bidder or bidders.

#### **1.13 REVIEW BY THE SPECIAL PROCUREMENT OVERSIGHT COMMITTEE**

Section 54 of the Act provides for review by the Special Procurement Oversight Committee for certain especially sensitive or especially valuable contracts. This requirement will be subject to this review therefore at least three identical copies of the Bid Documents are required.

#### 1.14 CURRENCY

Bids should be priced in United States Dollars (USD). The currency of evaluation will be United States Dollars (USD).

*NB: Payment will be made using the ZWL\$ through bank transfer at the prevailing RBZ auction rate on the day of payment.*

#### 1.15 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 to be determined by the value of the contract.in line with Part VI of the Regulations (S.I 193 of 2022 Amended).

#### 1.16 STANDSTILL PERIOD

This is a period in which case the Purchase herein referred to as ZIMSTAT informs all bidders who have participated in the tender procedure for its intention to award a contract. The bidders should check their documents accordingly. **A minimum of fourteen (14) calendar days standstill period between communicating the award decision to all bidders and the date of execution of the Contract will apply. Bidders have this period to challenge the proceedings. Any challenge that comes after this stand still period will not be entertained.**

#### 1.17 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.

#### 1.18 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.

### **1.19 OWNERSHIP OF TENDERS**

ZIMSTAT retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them unless the tender procedure has been cancelled.

### **1.20 CANCELLATION OF THE TENDER PROCEDURE**

Cancellation may occur where:

- a) When no tender has been submitted within the specified deadline
- b) When it is established that the tender documents contain terms or technical specifications that cannot be met by any of the tenderers
- c) The tender procedure has been unsuccessful, namely where no qualitative or financially worthwhile tenders have been received or there has been no response to the invitation
  - i. there is a significant change in the technical details of the procurement requirement, or in the bidding conditions, contractual terms or other particulars, so that the procurement proceedings need to be recommenced; or
  - ii. Exceptional circumstances or force majeure render normal performance by ZIMSTAT under the contract impossible
  - iii. All technically compliant tenders exceed the financial resources available
  - iv. There have been irregularities in the procedure, in particular where these have prevented fair competition
  - v. When the prices of all tenders meeting the terms and the technical requirements of the tender documents are unrealistic or appear to be the product of collusion between the tenderers, resulting in the circumvention of healthy competition.
  - vi. the need for the procurement has ceased to exist or changed significantly;

- vii. insufficient funding is available for the procurement; or
- viii. it is otherwise in the public interest.

#### **1.20.1 After Cancellation of the Tender Procedure**

ZIMSTAT will ensure that the following are done;

- (a) all hard-copy bids received are available for the bidders to collect for a period of thirty days following the announcement of the cancellation; and
- (b) destroy all bids after the thirty-day period referred to in (a)

#### **1.20.2 Not Incurring Any Liability for Tender Cancellation**

ZIMSTAT shall incur **no liability** towards bidders for action taken by it if it decides to cancel the tender process.

#### **1.21 FINANCIAL STATEMENTS**

Bidders should provide the following financial information as an attachment to their bids;

- a) Copies of your Company's audited accounts for the last two financial years or,
- b) If your Company's accounts for the last two financial years are unaudited because there is no legal or regulatory requirement for your Company's accounts to be audited, please provide copies of your accounts signed by two of your directors for the last two financial years.

#### **1.22 MISTAKES IN INFORMATION**

The Supplier shall be responsible for and shall pay any extra costs directly occasioned by any discrepancies, errors or omissions in information and decisions supplied in writing to the Procuring Entity.

## 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:**

<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> .....	
.....	

### **List of Services and Price Schedule**

Procurement Reference Number: DOMESTIC/ZIMSTAT/CB/05/2023

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

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

*Note to Bidders: Complete the currency of your quotation and the unit and total rates for each item listed below.*

Currency of Quotation/Contract: \_\_\_\_\_

**a) The Supplier to provide their pricing structure**

## LIST OF VEHICLES FOR ZIMSTAT

S/N	Reg No.	Type	Make	Year	USD Value
1	AFB 4305	SUV	Toyota Prado 4L	2011	US\$25,000.00
2	G-STATS 025	D Cabin	Isuzu KB 250	2008	US\$10,000.00
3	AFH 2919	SUV	Land rover 4.0L	2020	US\$120,000.00
4	G-STATS 036	D Cabin	Mazda BT50 2.5	2011	US\$11,000.00
5	AEN 8321	D Cabin	Nissan NP 300 3L	2017	US\$17,000.00
<b>MINIBUSES</b>					
6	G-STAT 103	High Roof	Toyota Coaster 4.2L	2020	US\$112,000.00
7	G-STAT 104	High Roof	Toyota Coaster 4.2L	2020	US\$112,000.00
<b>HILUX 2.8L</b>					
8	AFK5884	D Cabin	Toyota Hilux 2.8L	2020	US\$65,000.00
9	AFK5885	D Cabin	Toyota Hilux 2.8L	2020	US\$65,000.00
10	AFK5886	D Cabin	Toyota Hilux 2.8L	2020	US\$65,000.00
11	AFK5887	D Cabin	Toyota Hilux 2.8L	2020	US\$65,000.00
12	AFK8501	D Cabin	Toyota Hilux 2.8L	2020	US\$65,000.00
<b>HILUX 2.8L OLD</b>					
13	ABP 2544	D Cabin	Toyota Hilux 3L	2010	US\$18,000.00
14	ABP 2546	S Cabin	Toyota Hilux 3L	2010	US\$18,000.00
<b>HILUX 2.4L</b>					
15	AFP 7840	D Cabin	Toyota Hilux 2.4L	2020	US\$55,000.00
16	AFP 6654	D Cabin	Toyota Hilux 2.4L	2021	US\$55,000.00
17	AFP 6655	D Cabin	Toyota Hilux GD6 2.4L	2021	US\$55,000.00
18	AFP 6656	D Cabin	Toyota Hilux GD6 2.4L	2021	US\$55,000.00
19	AFP 6657	D Cabin	Toyota Hilux GD6 2.4L	2021	US\$55,000.00
20	AFP 6658	D Cabin	Toyota Hilux GD6 2.4L	2021	US\$55,000.00
21	AFP 6659	D Cabin	Toyota Hilux GD6 2.4L	2021	US\$55,000.00
22	AFR 8204	D Cabin	Toyota Hilux GD6 2.4L	2021	US\$55,000.00
23	G-STAT 105	D Cabin	Toyota Hilux GD6 2.4L	2021	US\$55,000.00
24	G-STAT 107	D Cabin	Toyota Hilux GD6 2.4L	2021	US\$55,000.00
25	AFR 8341	D Cabin	Toyota Hilux GD6 2.4L	2022	US\$55,000.00

26	AFU 3991	D Cabin	Toyota Hilux GD6 2.4L	2022	US\$55,000.00
27	AFX 0474	D Cabin	Toyota Hilux GD6 2.8L	2022	US\$65,000.00
28	AFX 0476	D Cabin	Toyota Hilux GD6 2.8L	2022	US\$63,000.00
29	AFU 9436	D Cabin	Toyota Hilux GD6 2.8L	2022	US\$63,000.00
30	AFU 9737	D Cabin	Toyota Hilux GD6 2.4L	2022	US\$55,000.00
31	AFX 3401	D Cabin	Toyota Hilux GD6 2.8L	2022	US\$68,000.00
32	GSTAT108	D Cabin	Toyota Hilux GD6 2.4L	2022	US\$60,000.00

### LANDCRUISERS HARD TOPS

33	G-STAT 096	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
34	G-STAT 098	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
35	G-STAT 099	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
36	G-STAT 100	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
37	G-STAT 101	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
38	G-STAT 102	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
39	G-STAT 095	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
40	G-STAT 097	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
41	G-STATS 068	Hard Top	Toyota L Cruiser 4.2L	2011	US\$17,000.00
42	G-STATS 069	Hard Top	Toyota L Cruiser 4.2L	2011	US\$17,000.00
43	G-STATS 070	Hard Top	Toyota L Cruiser 4.2L	2014	US\$30,000.00
44	G-STATS 071	Hard Top	Toyota L Cruiser 4.2L	2009	US\$17,000.00
45	G-STATS 072	Hard Top	Toyota L Cruiser 4.2L	2010	US\$17,000.00
46	G-STATS 073	Hard Top	Toyota L Cruiser 4.2L	2010	US\$17,000.00
47	G-STATS 074	Hard Top	Toyota L Cruiser 4.2L	2010	US\$17,000.00
48	G-STATS 075	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
49	G-STATS 076	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
50	G-STATS 077	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
51	G-STATS 078	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
52	G-STATS 079	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
53	G-STATS 080	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
54	G-STATS 081	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
55	G-STATS 082	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00

56	G-STATS 083	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
57	G-STATS 084	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
58	G-STATS 085	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
59	G-STATS 086	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
60	G-STATS 087	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
61	G-STATS 088	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
62	G-STATS 089	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
63	G-STATS 090	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
64	G-STATS 091	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
65	G-STATS 092	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
66	G-STATS 093	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00
67	G-STATS 094	Hard Top	Toyota L Cruiser 4.2L	2020	US\$55,000.00

**Bidders to provide 2 Options**

**1st-with excess buy back**

<b>Number of Motor Vehicles to be covered</b>	<b>Total Sum insured[U\$D]</b>	<b>Quarterly offered premium with excess Buy back (after discount)</b>	<b>Total annual premium with excess Buy back (after discount)</b>	<b>Discount on annual premium</b>
72				

**2nd -without excess buy back**

<b>Number of Motor Vehicles to be covered</b>	<b>Total Sum insured[U\$D]</b>	<b>Quarterly offered premium without excess Buy back (after discount)</b>	<b>Total annual premium without excess Buy back (after discount)</b>	<b>Discount on annual premium</b>
72				



**Declaration by the Accounting Officer**

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

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

**DATE:** .....

**Bid-Securing Declaration**

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

Procurement Reference number:

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

Bidder’s Reference Number:

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 being eligible for bidding for any contract with a Procuring Entity in Zimbabwe for a period 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, upon our receiving 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.

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

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

## Part 2: Statement of Requirements

The following specific requirements for the Non-Consulting Services to be procured complement, supplement, or amend the provisions in the Bidding Procedures. Whenever there is a conflict, the provisions set out below prevail over those in the Bidding Procedures.

Bidders are required to produce a proposal outlining the following issues for motor and non-motor assets insurance cover as listed below:

### 2.1 MOTOR VEHICLE COVER

- i. Full comprehensive cover is sought for both the commercial fleet and management vehicles
- ii. Limits of liability for passenger vehicles, including geographical limits and passenger liability
- iii. Details of towing limits, windscreen repair limits, repair authority limits
- iv. Special conditions of cover
- v. **Excess calculations, and options of excess buyback should be shown in the bid**
  - a) **The supplier to provide their pricing structure**
  - b) **Motor Vehicle Comprehensive Insurance Policy Cover will be effective for a period of 12 months.**
  - c) **Towing Services for accident vehicles should cover a radius of 100km**
  - d) **The Supplier to provide period evaluations of vehicles**
  - e) **The Supplier to provide access for self-authorisation for claims in the event that a minor accident or incident occur**

#### 2.1.1 Motor Vehicle Insurance Policy Covers Requirements

Only Motor Vehicle Insurance Policy Cover that will meet the minimum requirements of ZIMSTAT will be accepted.

### 2.2 INFORMATION ABOUT THE COMPANY

The Supplier should provide information that will enable the Procuring Entity to evaluate the company's track record and support capabilities. It is required that the bidder includes the following:

- a) Ownership of the company (provide certificate incorporation in country of origin)
- b) CR 14 Form (list of company Directors)
- c) Compliance to specifications
- d) Premium cover which will be the full cost to ZIMSTAT
- e) Benefits to be derived from any claim under the covered categories.

### **2.2.1 Financial Statements**

Bidders should provide the following financial information as an attachment to their bids;

- a) Copies of your Company's audited accounts for the last two financial years or,
- b) If your Company's accounts for the last two financial years are unaudited because there is no legal or regulatory requirement for your Company's accounts to be audited, please provide copies of your accounts signed by two of you directors for the last two financial years.

### **2.3 POLICY COVER DOCUMENTS**

Suppliers should provide Motor Vehicle Assets Insurance Policy Cover Documents without fail.

## 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;
  - (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 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>

## 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: .....

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>[State none if no countries ineligible.]</i></p>
GCC 18.1	<p><b>Liquidated damages:</b> The rate of liquidated damages shall be <i>[State amount as a rate per day or delete if liquidated damages do not apply]</i>.</p>
GCC 19.1	<p><b>Commencement of Services:</b> The date or period of time for commencement of services is <i>[state date or period of time]</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 is <i>[state date or period of time]</i>.</p>
GCC 22.2	<p><b>Contract price:</b> Costs specifically excluded from the Contract price are <i>[list excluded cost items]</i>.</p>
GCC 22.3	<p><b>Payment schedule:</b> The terms of payment shall be <i>[State:</i></p> <ol style="list-style-type: none"> <li><i>i. For regularly performed services: the specified period (usually one calendar month) for which payment will be made for the total amount of Services performed during that period;</i></li> <li><i>ii. For single or occasional services: the time after completion (usually 60 days) within which payment will be made.]</i></li> </ol>
GCC 23.1	<p><b>Price adjustment:</b> <i>[State whether prices will be fixed for the Contract Period or any adjustment factor that shall apply.]</i></p>



<b>GCC 24.2</b>	<b>Payment procedure:</b> <i>[State any other documentation that must accompany the Contractor's invoice.]</i>
<b>GCC 28.1</b>	<b>Insurance to be taken out by the Contractor:</b> <i>[The risks and the coverage shall be as follows:</i> (a) <i>Third Party motor vehicle liability insurance in respect of motor vehicles operated</i>

<b>GCC reference</b>	<b>Special Conditions</b>
	<p><i>in Zimbabwe by the Contractor or its Personnel or any Sub-Contractor or their Personnel, with a minimum coverage of [insert amount and currency];</i></p> <p>(b) <i>Third Party liability insurance, with a minimum coverage of [insert amount and currency];</i></p> <p>(c) <i>professional liability insurance, with a minimum coverage of [insert amount and currency];</i></p> <p>(d) <i>employer's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of laws of Zimbabwe, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</i></p> <p>(e) <i>insurance against loss of or damage to equipment purchased in whole or in part with funds provided under this Contract.</i></p> <p style="text-align: right;"><i>[Note: Delete what is not applicable].</i></p>
<b>GCC 30.1</b>	<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 \$ <i>[State applicable Fee or delete].</i>
<b>GCC 35.1</b>	<b>Performance Security:</b> <i>[State whether a Performance Security is required and, if so, the amount and form of such security, which must not exceed ten (10) percent of the Contract value.]</i>

**ANNEXURE A: BID FORM**

**(To be inserted in the letterhead of the Supplier)**

Date: \_\_\_\_\_

Gentlemen:

Having examined the Bidding Document, including Addenda Nos. \_\_\_\_\_ the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the service specified in the tender and in conformity with the said Bidding Documents for the sum of

\_\_\_\_\_

\_(Total Bid Amount Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices herewith made part of this bid, we undertake, if our bid is accepted, to commence delivery within \_\_\_\_\_ days and to complete delivery of all the items specified in the Contract within \_\_\_\_\_ days (inclusive of weekends and holidays) calculated from the date of receipt of your Notification of Award/Letter of Credit.

If our bid is accepted, we will obtain an unconditional guarantee of a first class bank in the sum of ten percent of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for a period of \_\_\_\_\_ days from the date fixed for opening of bids and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that our bid will be non-responsive if we do not pay the requisite Procurement Regulatory Authority Fees. Contracts would also not be awarded until the fees due to the Procurement Regulatory Authority are paid.

We have understood the instructions for the preparation and submission of bids, including the deadline for their submission and the time and place of bid opening.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Bid, and the execution of the contract, if we are awarded the contract, are listed below:

Name and Address of Agent	Amount Currency	Purpose of Commission of Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature

---

(in the capacity of)

Duly Authorized to sign bid for and on behalf of

---

**BIDDING DOCUMENT FOR THE PROCUREMENT OF  
PROCUREMENT REFERENCE NO:**

**PART 3 CONTRACT**

---

**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 ZIMSTAT Company of

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

.....  
...

Sealed with the common seal of the said bank this.....day  
of.....2020 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 30 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**

**BIDDING DOCUMENT FOR THE PROCUREMENT OF  
PROCUREMENT REFERENCE NO:**

**PART 3 CONTRACT**

---

**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 their 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 cancellation of the contract.**

**BIDDING DOCUMENT FOR THE PROCUREMENT OF**  
**PROCUREMENT REFERENCE NO:**  
**PART 3 CONTRACT**

---

<b>Name Of Supplier</b>			
<b>Full Name Of Authorised Signatory</b>		<b>Title /Position</b>	
<b>Signature</b>		<b>Date</b>	