

**National University of
Science and Technology**

**STANDARD
BIDDING
DOCUMENT**

**for the
Procurement of CISCO
Wireless Controller**

BIDDING DOCUMENT FOR THE PROCUREMENT OF CISCO WIRELESS CONTROLLER

PROCUREMENT REFERENCE NO: NUST-10-2021

**Standard Bidding Document for
the Procurement of: CISCO
Wireless Controller**

**Procurement Reference No:
NUST-10-2021**

**Procuring Entity: National
University of Science and
Technology**

Date of Issue: 3 December 2021

BIDDING DOCUMENT FOR THE PROCUREMENT OF CISCO WIRELESS CONTROLLER

PROCUREMENT REFERENCE NO: NUST-10-2021

Table of Contents

Part 1: Bidding Procedures

Part 2: Statement of Requirements

Part 3: Contract

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 1 BIDDING PROCEDURES

PART 1: BIDDING PROCEDURES

References:

References to the Act are to the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] and references to the Regulations are to the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018). The terms and requirements in the Act and Regulations govern the submission of Bids and should be read by all Bidders.

Procurement Reference Number:

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:

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 bid security or bid securing declaration in the format specified in this Part;
6. A copy of :

6.1 Company Profile

6.2 Certificate of incorporation

6.3 CR 14 (names and addresses of Directors and their shareholding structure)

6.4 CR6

6.5 Proof of registration with ZIMRA (a **valid Tax Clearance Certificate, VAT certificate**)

6.6 Current letters from 3 references where similar project was done. The references should be written on company letter heads and signed

6.7. Valid NSSA Registration for Zimbabwean companies

You are advised to carefully read the complete Bidding Document, as well as the General Conditions of Contract which are available on the Authority's website, before preparing your Bid. Part 3: Contract is provided not for completion at this stage but to enable Bidders to note the Contract terms they will enter into if their Bid is successful.

The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction. All pages of the Bid must be clearly marked with the Procurement Reference Number above and the Bidder's name and any reference number.

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 1 BIDDING PROCEDURES

Lots and Packages

The requirement may be divided into lots and packages, if indicated in Part 2, Statement of Requirements.

Number of bids allowed

No Bidder may submit more than one bid, either individually or as a joint venture partner in another Bid, except as a subcontractor. Where the procurement is divided into lots and packages, only one Bid can be submitted. A conflict of interest will be deemed to arise if bids are received from more than one Bidder owned, directly or indirectly, by the same person.

Clarification

Clarification of the bidding document may be requested in writing by any Bidder before 17 December 2021 and should be sent to:

A/Network Engineer Manager

National University Of Science And Technology

Email: thulani.ndlovu@nust.ac.zw

+263 9 282842 Ext 5363

Or

Systems Manager

National University Of Science And Technology

Email: hamadziripi.tsokoday@nust.ac.zw

Telephone : 0292282842 Ext 2007

Or

ICT User support and Training Manager

National University Of Science And Technology

Email: novuyo.bobo@nust.ac.zw

Telephone : 0292282842 Ext 2245

Or

Procurement Director

National University of Science and Technology

Email: mthokozisi.mangena@nust.ac.zw; procurement@nust.ac.zw

Telephone : 0292282842 Ext 2494

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 1 BIDDING PROCEDURES

Validity of Bids

The minimum period for which the Bidder's bid must remain valid is sixty days, in the case of bids from domestic from the deadline for the submission of bids.

Submission of Bids

Bids must be submitted in writing in a sealed envelope to the address below, no later than the date and time of the deadline below. It is the Bidder's responsibility to ensure that they receive a receipt confirming submission of their bid 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.

Two additional copies of the Bid should be provided. The Bidder must prepare one original of the documents comprising the Bid and clearly mark it "ORIGINAL." In addition, state the number of copies of the Bid, which must be clearly marked "COPY." In the event of any discrepancy between the original and the copies, the original will prevail.

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

Date of deadline: **7 January 2022**

Deadline Time:
10 Hours

Submission address: The Vice Chancellor
Att: Procurement Management Unit (PMU)
Office Number BF30
First Floor Administration Building
National University of Science and Technology
Corner Gwanda Road and Cecil Avenue, Bulawayo

Means of acceptance: Sealed bids are to be placed in a marked bid box. All bidders should record their bids in the Bid submission register situated thereto, in the format prescribed in the register.

Bid opening

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

Withdrawal, amendment or modification of Bids

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative. However, no Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder or any extension of that period.

Delivery Requirements

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

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.

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 1 BIDDING PROCEDURES

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 local agent or representative.
- (b) for Related Services, (other than inland transportation and other services required to convey the Goods to their final destination), whenever such Related Services are specified in the Schedule of Requirements:
 - the price of each item comprising the Related Services (inclusive of any applicable taxes).

Bid Security

The Bidder must include a bid security of ZWL\$100,000.00 for Domestic Bidders in the following form:

- | | |
|-----------------------|---|
| First Option. | A certified bank cheque; or |
| Second Option. | A bank guarantee; or |
| Third Option. | A refundable cash deposit of ZWL\$ 100,000.00 for Domestic Bidders to the Procurement Regulatory Authority of Zimbabwe (PRAZ) – If the third option is chosen, bidders must also submit proof of payment of non-refundable Bid Bond establishment fees of ZWL\$20,000 in terms of section 26 part V of S.I. 219 of 2020. |

IF A BIDDER CHOOSES SECOND AND THIRD OPTIONS THE FOLLOWING SHOULD BE NOTED:

Second Option

The required Bank Guarantee should include the following features and be redeemable in Zimbabwe in order for it to be considered valid:

- 1. Letterhead of registered commercial bank (i.e. the Supplier of the Bank Guarantee**
- 2. The Header has to clearly state that it is a Bank Guarantee.**
- 3. Purpose of the Bank Guarantee to be clearly stated.**

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 1 BIDDING PROCEDURES

4. The date when the Common Seal of the said Surety was effected should be clearly shown.
5. Conditions of the said Obligations must be stated.
6. The physical address of the Surety should be given.
7. The validity period of the Bank Guarantee must be clearly stated.
8. Signature of surety and the date when it was endorsed must be clearly shown.
9. It must be an original document that is date stamped.
10. Bid Bonds from Insurance Companies are not acceptable.
11. All foreign Bank Guarantee to be confirmed by a local corresponding Commercial bank in Zimbabwe.

The Bank Guarantee of the unsuccessful bidders will be released immediately after the award of the Tender while that of the winning bidder will only be released after submission of the Performance Bond as specified in the tender document section 1.9

Third Option

If Option 3 is chosen bidders must pay ZWL\$ 100,000.00 for Domestic Bidders for the Bid Security that shall be Refundable at the end of the bid validity period plus another ZWL\$20 000 that shall be non-refundable for cash bid bond establishment fee in line with Part 1V of the Procurement Regulations (S.I. 219 of 2020). The amount is payable at Procurement Regulatory Authority of Zimbabwe (PRAZ), 76 Samora Machel Avenue, Harare or to be deposited in the following account numbers:

BANK NAME: COMMERCIAL BANK OF ZIMBABWE

ACCOUNT NAME: PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE

BRANCH: KWAME NKRUMAH

1. DOMESTIC TRANSFERS (LOCAL)

Account Number: 10721064850020

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 1 BIDDING PROCEDURES

Purpose: Registrations; Bid Establishment Fees; Training Fees; and Admin Fees
(Contract, SPOC & Other Admin fees)

2. DOMESTIC TRUST ACCOUNT (LOCAL)

Account Number: 10721064850118

Purpose: BID Securities (Only)

NB:

- 1. The bid security shall be valid for sixty (60) days after the closing of this tender and the original proof of payment must be submitted together with the bid. 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.**
- 2. Proof of Payments for Bid Fees and Bid Establishment Fees would not be accepted. Only Certificates for Bid Fees, SPOC Fees and Bid Establishment Fees issued by the Procurement Regulatory Authority of Zimbabwe (PRAZ) will be accepted. In cases where PRAZ portal is down, manual receipts with a PRAZ Stamp will be accepted.**

The Bid Security or Bid- Securing Declaration 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 or Bid-Securing Declaration must be in the names of all intended partners.

The Bid Security or Bid- Securing Declaration 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 or Bid-Securing Declaration must be in the names of all intended partners.

Contract Administration Fees

Bidders must confirm that they will pay contract administration fees to PRAZ upon winning the tender in line with Part Vi of the Procurement Regulations (S.I.219 of 2020).

Any bid not accompanied by a Bid Security or Bid Securing Declaration, where this is a requirement of bidding, will be rejected by the Procuring Entity as non-responsive.

Evaluation of Bids

Bids will be evaluated using the following methodology:

1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of Bidders in terms of section 28 (1) of the Regulations and to confirm that the Bid is administratively compliant in terms of section 28 (2) of the Regulations.
2. Technical evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements;
3. Financial evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.

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

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 1 BIDDING PROCEDURES

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. Bids offering delivery after the date shall be treated as non-responsive.
- (b) **Deviation in payment schedule:** The payment schedule is stated in the Special Conditions of Contract (SCC) in Part 3. A Bidder may propose a deviation from the schedule and if the deviation is considered acceptable to the Procuring Entity, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate of interest indicated by the Reserve Bank of Zimbabwe on the closing date for submission of bids.
- (c) **Cost of major replacement components, mandatory spare parts, and service:** Bidders must state the unit prices for these items. The total cost of these items and quantities will be added to the Bid price, for evaluation purposes only.
- (d) **Life Cycle Costs:** An adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, including the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if not available in Zimbabwe, will be added to the Bid price for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

Domestic Preference

A margin of preference, in accordance with the procedures outlined in section 8 of the Regulations, will not apply.

- (a) The percentage of preference to be given to domestic providers is 15%
- (d) Documentation required from the Bidder as evidence of eligibility for the margin of preference is/are:

Eligibility and Qualification Criteria

Bidders are required to meet the criteria in section 28 of the Act to be eligible to participate in public procurement and to be qualified for the proposed contract. They must therefore provide any available documentation and certify their eligibility in the Bid Submission Sheet. To be eligible, Bidders must have the legal capacity to enter into a contract;

1. 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;
2. have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe;
3. not have a conflict of interest in relation to this procurement requirement;
4. 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;
5. have the nationality of an eligible country as specified in the Special Conditions of Contract; and
6. have been registered with the Authority as a Supplier and have paid the applicable Supplier Registration Fee set out in Part III of the Fifth Schedule to the Regulations.

Participation in this bidding procedure is open to Zimbabwean bidders.

Origin of Goods

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 1 BIDDING PROCEDURES

All goods and related services must have as their country of origin an eligible country, as specified in the Special Conditions of Contract.

Technical Criteria

The Technical Specifications Sheet details the minimum specification of the goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification.

Currency

Bids should be priced in United States Dollars. The currency of evaluation will be United States Dollars. Bids in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Reserve Bank of Zimbabwe on the date of the submission deadline, see <http://www.rbz.co.zw/>. However, the Procuring Entity will pay in ZWL using the exchange rates published by the Reserve Bank of Zimbabwe

Award of Contract

The lowest evaluated bid, after application of any additional evaluation criteria, including any margin of preference, which is substantially responsive to the requirements of this bidding document will be recommended for award of contract. The proposed award of contract will be by issue of a Notification of Contract Award in terms of section 55 of the Act which will be effective until signature of the contract documents in accordance with Part 3: Contract. Unsuccessful Bidders will receive the Notification of Contract Award and, if they consider they have suffered prejudice from the process, they may within 14 days of receiving this Notification, submit to the Procuring Entity a Challenge in terms of section 73 of the Act, subject to payment of the applicable fee set out in section 44 of and the Third Schedule to the Regulations.

Right to Reject

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

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.**

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 1 BIDDING PROCEDURES

Bid Submission Sheet

{Note to Bidders: Complete this form with all the requested details and submit it as the first page of your Bid. Attach the completed Statement of Requirements and any other documents requested in Part 1. Ensure that your Bid is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bid prevail over any attachments. If your Bid is not authorised, it may be rejected. If the Bidder is a Joint Venture (JV), the Bid must be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.}

Bidders must mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information}.

Procurement Reference Number:

Subject of Procurement:

Name of Bidder:

Bidder's Reference Number:

Date of Bid:

We offer to supply the items listed in the attached Statement of Requirements, at the prices indicated on the attached Price Schedule and in accordance with the terms and conditions stated in your Bidding Document referenced above.

We confirm that we meet the eligibility criteria specified in Part 1: Procedures of Bidding.

We declare that we are not debarred from bidding and that the documents we submit are true and correct.

The validity period of our bid is: {days} from the date of submission.

We confirm that the prices quoted in the attached Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision, variation or adjustment.

Bid Authorised by:

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

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 2 STATEMENT OF REQUIREMENTS

PART 2: STATEMENT OF REQUIREMENTS

Name of Bidder:

Bidder's Reference Number:

List of Goods and Price Schedule

CURRENCY OF BID:.....

Item No ¹	Description of Goods	Quantity ²	Unit Price ³	Total Price ⁴
	Lot 1		<i>[to be provided by the Bidder]</i>	<i>[to be provided by the Bidder]</i>
	Cisco Catalyst 9800-40 Wireless Controller C9800-40-K9	1		
	Lot 2			
	Cisco Aironet AIR-AP3802e- x-K9	20		

Note 1: Lots and packages should be shown as separate items.

Note 2: The description or quantity must indicate the unit of measure where relevant.

Note 3: Unit and total prices must be for delivery through to the final destination stated in Part 1.

Note 4: Include any additional costs, such as installation or commissioning.

The price to be quoted in the Price Schedule must be the total price of the bid, excluding any discounts offered.

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 2 STATEMENT OF REQUIREMENTS

Delivery Schedule

Name of Bidder:

Bidder's Reference Number:

{NOTE TO BIDDERS: IF THE DELIVERY PERIOD OFFERED, OR ANY OTHER DETAILS, DIFFER FROM THE REQUIREMENTS BELOW, THIS SHOULD BE STATED IN YOUR TENDER}.

Item No	Description of Goods	Quantity	Physical Unit	Delivery Date Required by Procuring Entity and applicable INCOTERM	Bidder's offered Delivery period
				<i>[Completed by Procuring Entity]</i>	<i>{to be provided by the Bidder}</i>
	Lot 1			DDP	
	Cisco Catalyst 9800-40 Wireless Controller C9800-40-K9	1			
	Lot 2				
	Cisco Aironet AIR-AP3802e-x-K9	20			

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

The Project Site for delivery of the goods is [NUST, Procurement Management Unit, Corner Gwanda Road, Cecil Avenue, Bulawayo] the final destination:

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 2 STATEMENT OF REQUIREMENTS

Technical Specification and Compliance Sheet

Name of Bidder:

Bidder's Reference Number:

The Goods and Related Services must comply with following Technical Specifications and Standards:

[Columns a and b are completed by the Procuring Entity. Column c must be completed by the Bidder to indicate the full specification of the items offered and their compliance with the specification required (in Column b)]

a	b	b	c
Item No	Item	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder <u>and</u> compliance of items to detail in column b}
Lot 1	Controller	Cisco Catalyst 9800-40 Wireless Controller C9800-40-K9	
		Cisco Catalyst 9800 Series Wireless Controller DTLS License LIC-C9800-DTLS-K9	
	IOS	Cisco IOS XE Software Release 17.6.1 or higher	
	Software Subscription	Cisco DNA Advantage software subscription for 100 Access Points AIR-DNA-A	
	Redundant power supply	Cisco Catalyst 9800-40 750W AC Power Supply Reverse Air C9800-AC-750W R=	
	Wireless Standards	IEEE 802.11a, 802.11b, 802.11g, 802.11d, WMM/802.11e, 802.11h, 802.11n, 802.11k, 802.11r, 802.11u, 802.11w, 802.11ac Wave1 and Wave2, 802.11ax	
	Hard disk drive	240GB SSD	
Lot 2	Cisco Aironet 3800	20 x Cisco Aironet AIR-AP3802e- x-K9	

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 2 STATEMENT OF REQUIREMENTS

complete column c or their tender will be rejected. **Bidders are required to include technical literature to positively support the details provided in column c.**

Declaration by the Accounting Officer

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

Name: DR W.M. GORIWONDO

Signature: 

Date: 29/11/21

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 2 STATEMENT OF REQUIREMENTS

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 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.}

BIDDING DOCUMENT FOR THE PROCUREMENT OF
PROCUREMENT REFERENCE NO:

PART 3 CONTRACT

PART 3 CONTRACT

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 3 CONTRACT

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

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 3 CONTRACT

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]*

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 3 CONTRACT

General Conditions of Contract

Any resulting contract is subject to the Zimbabwe General Conditions of Contract (GCC) for the Procurement of Goods (copy available on request) except where modified by the Special Conditions below.

Special Conditions of Contract

Procurement Reference Number:

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 <i>[list countries]</i> .
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 <i>[state name of contact and the location where he/she can be found]</i> . For the Contractor, the address shall be as given in the Bid and the contact shall be <i>{state name of contact}</i>
GCC 19.1	Liquidated Damages: Liquidated Damages in terms of section 88 of the Act shall/shall not <i>[delete as appropriate]</i> apply. <i>[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.]</i>

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 3 CONTRACT

GCC reference	Special Conditions
GCC 21.2	<p>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 <i>[State any special packing requirements]</i></p> <p>The documents to be furnished by the Contractor are:</p> <p><i>[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 details etc]</i></p> <p>Sample provision - For Goods supplied from abroad:</p> <p>Upon shipment, the Contractor shall notify the Procuring Entity and the insurance company in writing of the full details of the shipment. In the event of Goods sent by airfreight, the Contractor shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Contractor shall email and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:</p> <ul style="list-style-type: none"> (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 <i>[state whether inspection is required]</i>; (vii) <i>[any other procurement-specific documents required for delivery/payment purposes]</i>. <p>Sample provision - For Goods from within Zimbabwe</p> <p>Upon or before delivery of the Goods, the Contractor shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity:</p>
	<p>(i) one original and two ^{Page 22 of 34} 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;</p>

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 3 CONTRACT

GCC reference	Special Conditions
GCC 22.1	Insurance: The Goods shall be insured <i>[state whether as specified in the Incoterms or any alternative arrangement.]</i> .
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: <i>[provide details including the place where the tests will be carried out or delete]</i> .
GCC 24.1	Performance security: The Contractor shall provide a performance security of <i>[state a fixed amount or percentage, which shall be no more than ten (10) per cent]</i> 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 <i>[Delete if performance security is not required.]</i>
GCC 24.4	Reduction of performance security <i>[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]</i>
GCC 25.1	Warranty: The period of the warranty shall be <i>[state number of]</i> 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 <i>[state number of months or days]</i> .
GCC 29.1	Price adjustments: The following price adjustments are applicable <i>[State any arrangements for adjustment of the contract price.]</i>
GCC 30.1	Terms of Payment: The structure of payments shall be: <i>Sample provision</i> Advance payment: <i>[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.]</i> 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. 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 \$ <i>[State applicable Fee or delete]</i> .

BIDDING DOCUMENT FOR THE PROCUREMENT OF

PROCUREMENT REFERENCE NO:

PART 3 CONTRACT

Bank Guarantee for Performance Security

[Delete page if no Performance Security is required in the SCC]

[This is the format for the Performance Security to be issued by a commercial bank in Zimbabwe in accordance with GCC 18.1]

Contract No:

Date:

To:

[Name and address of Procuring Entity]

PERFORMANCE GUARANTEES No:

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil, delay or argument, any sum or sums not exceeding in total an amount of *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until full recovery of the entire sum of money above stated, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee in case of default.

Signature

Signature

--