

**BIDDING DOCUMENT FOR THE DESIGN, PRINTING, SUPPLY AND DELIVERY OF  
IEC MATERIALS – NATIONAL PEACE AND RECONCILIATION COMMISSION**

**PROCUREMENT REFERENCE No: NPRCDP/01/2023**

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**STANDARD**

**BIDDING**

**DOCUMENT**

**FOR THE**

**Procurement of IEC Materials**

|                                    |                              |
|------------------------------------|------------------------------|
| Tender No:                         | <b><u>NPRCDP/01/2023</u></b> |
| <b><u>Issue Date:</u></b>          | <b>24/02/2023</b>            |
| Closing Date:                      | <b><u>03/03/2023</u></b>     |
| Time:                              | 10:00hrs                     |
| <b>Bid Clarification deadline:</b> | <b>01/03/2023</b>            |

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IEC MATERIALS – NATIONAL PEACE AND RECONCILIATION COMMISSION**

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**STANDARD BIDDING DOCUMENT FOR THE PROCUREMENT OF IEC  
MATERIAL FOR NATIONAL PEACE AND RECONCILIATION  
COMMISSION**

**PROCUREMENT REFERENCE NO: NPRCDP/01/2023**

**PROCURING ENTITY: NATIONAL PEACE AND RECONCILIATION  
COMMISSION**

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**PART 1 BIDDING PROCEDURES**

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**PART 1: BIDDING PROCEDURES**

**References:**

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

**Procurement Reference Number: NPRC/01/2023**

**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. Designs on paper, Samples of previous work done
4. Signed declaration on the company letterhead of no conflict of interest.
5. Written, signed and stamped declaration on company letterhead to deliver without requesting for advance payment from NPRC
6. Copy of every document necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations;
7. Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe;
8. A bid security or bid securing declaration in the format specified in this Part;
9. A copy of CR 14, CR6 and a Certificate of Incorporation, Vendor Number;
10. Proof of NSSA registration
11. A valid tax clearance and VAT registration certificate;
12. A copy of your company profile;
13. Three written trade references on company's letterhead for similar supplies

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

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

**Number of bids allowed**

No Bidder may submit more than one bid, either individually or as a joint venture partner in another Bid, except as a subcontractor. Where the procurement is divided into lots and packages, only one Bid

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can be submitted. A conflict of interest will be deemed to arise if bids are received from more than one Bidder owned, directly or indirectly, by the same person.

**Clarification**

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

The Head of Procurement Management Unit

National Peace and Reconciliation Commission

Harare

Or via Email to [rjojo@nprc.org.zw](mailto:rjojo@nprc.org.zw) , contact number 0712 042 902 **before 01 March 2023**

Such queries should be submitted within 2 days from the date of publication and responses to questions / queries will be made in writing to all prospective bidders at least 3 days before tender closing.

*Queries raised after the cut-off date shall not be responded to.*

*Please note that any queries responded to shall be obtainable on NPRC website [www.nprc.org.zw](http://www.nprc.org.zw)*

**Pre-bid meeting**

There is no compulsory pre-bid meeting for this tender.

**Validity of Bids**

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

Bidders **must** clearly states payment terms. **No advance payment** shall be made to the winning bidder for the execution of this tender. Payment shall be affected after delivery of the products. Failure to state payment terms will lead automatic disqualification. Bidders should note that preference will be given to Bidders with the most favorable trade finance terms

Bidders **must** submit 3 references letters on client letter head where similar products were supplied in the last 5 years

**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.

Bids should be submitted in triplicate with one (1) original copy marked "ORIGINAL" and two (2) copies each marked "COPY". All 3 copies should be in sealed envelopes clearly marked with the details of the tender, and should be deposited in a tender box situated at the below address. In the event of any discrepancy between the original and the copies, the original will prevail.

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

Date of deadline: 03 March 2023 Deadline Time: 1000Hours

Submission address: **National Peace and Reconciliation Commission 7<sup>th</sup> Floor , First Mutual Building, 99 Jason Moyo ave, Harare**

Means of acceptance: Bids in the sealed envelopes shall be deposited in a tender box situated at the above address. All the bidders should record their bids in the tender submission register situated thereto, in the format prescribed in the register.

**Bid opening**

Please note that no public opening of this tender shall be done in line with S.I 77 of 2020 to manage the spread of COVID-19 Virus.

**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**

Delivery period **must** be clearly stated. Preference may be given to the bidder with the earliest delivery period due to the urgency of the requirement.

**Bid Prices and Discounts**

The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price, Schedules must conform to the requirements specified below.

Prices must be quoted as specified in the Price Schedule included in Part 2 Statement of Requirements. In quoting prices, the Bidder is free to use transportation through carriers registered in any eligible country and similarly may obtain insurance services from any eligible country. Prices quoted must include the following costs and components:

- (a) For Goods
  - (i) the price of the Goods and the cost of delivery to the final destination, including the relevant INCOTERM, as stated in the Delivery Schedule;
  - (ii) the custom duties to be paid on the Goods on entry in Zimbabwe, if not already included;
  - (iii) Any other applicable import taxes;
  - (iv) any sales and other taxes due within Zimbabwe which will be payable on the Goods, if not already included;
  - (v) any rebate or mark-up of the 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:

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**PART 1 BIDDING PROCEDURES**

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(c) Price Variation

Bidders must not that this is a fixed sum contract and the goods must be supplied at the contract sum. The award sum is final and no price increase shall be accepted

the price of each item comprising the Related Services (inclusive of any applicable taxes).

**Currency**

Bids to be in USD and Evaluation will be in USD, bids in other currencies will be converted to USD using the prevailing exchange rates published by the Reserve Bank of Zimbabwe on the date of the submission deadline or closing date of tender

**Contract Administration Fees**

The Contract awarded through the Tender Process will only be valid subject to payment of contract administration fees by the winning bidder(s) as set out in Part VI of the Statutory Instrument 219 of 2020. International Bidders should use the same banking details as provided above. The fee is payable to the Authority upon winning the tender and proof of payment should be submitted to the NPRC.

**BIDDING DOCUMENT**

**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.

**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 procurement is subjected to SPOC review: hence the bidder is required to pay a **non-refundable SPOC administration Fee ZWL**

**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.

| No. | EVALUATION CRITERIA  |
|-----|--|
| 1.  | Design on paper, Samples and adherence to specifications                             |
| 2.  | Submit Pricing Schedule and Form of Tender (Price local charges like, Duty and VAT ) |
| 3.  | Bid securing declaration   |
| 4.  | Bid Validity of <b>60</b> days must be stated  |

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|     |   |
|-----|---|
| 5.  | A copy of CR14 and CR6  |
| 6.  | Current Tax Clearance Certificate as Proof of Registration with ZIMRA for local companies must be attached          |
| 7.  | Proof of NSSA registration  |
| 8.  | Attach three written trade references on company's letterhead for similar supplies                                  |
| 9.  | Submission of 3 copies of bidding documents.  |
| 10. | Submission of Company Profile with physical address and directorship and company banking details.                   |
| 11. | Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe; |
| 12. | Three samples for each line item quoted.  |

- 1. 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.**
- 2. Previous performance and outstanding orders shall be considered on evaluation.**
- 3. Bidders with ANY outstanding contract(s) shall not be eligible to participate and shall not be considered for award.**

**Domestic Preference**

A margin of preference, in accordance with the procedures outlined in section 8 of the Regulations, will apply.

- (a) The percentage of preference to be given to women owned businesses is **10%**.
- (b) Eligibility for the margin of preference will be based on the following factors: ownership, location of bidder or production facilities, origin of labour, raw material or components, extent of proposed sub-contracting or association with local partners.
- (c) Documentation required from the Bidder as evidence of eligibility for the margin of preference is/are: CR14, CR6, Certificate of Incorporation and other relevant or equivalent documents.



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**Eligibility and Qualification Criteria**

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

1. have the legal capacity to enter into a contract;
2. not be insolvent, in receivership, bankrupt or being wound up, not have had business activities suspended and not be the subject of legal proceedings for any of these circumstances;
3. have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe;
4. not have a conflict of interest in relation to this procurement requirement;
5. not be debarred from participation in public procurement under section 72 (6) of the Act and section 74(1) (c), (d) or (e) of the Regulations or declared ineligible under section 99 of the Act;
6. have the nationality of an eligible country as specified in the Special Conditions of Contract; and
7. Have been registered with the Authority as a Supplier and have paid the applicable Supplier Registration Fee set out in Part III of the Fifth Schedule to the Regulations.

Participation in this bidding procedure is restricted to Zimbabwean bidders.

**Origin of Goods**

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

**Technical Criteria**

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

**Currency**

Bids should be priced in **USD Dollars**. The currency of evaluation will be USD Dollars. Payment will be made at the current inter bank rate published by the Reserve Bank of Zimbabwe on the date of payment.

**Award of Contract**

**The lowest evaluated bid as per samples provided**, 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.

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**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.

**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.

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**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 **NPRCDP/01/2023**

Subject of Procurement: **Design, Print, Supply and Delivery of IEC materials**

Name of Bidder:

Bidder’s Reference Number:

Date of Bid:

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

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

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

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

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

**Bid Authorised By:**

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

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**PART 2 STATEMENT OF REQUIREMENTS**

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## **PART 2: STATEMENT OF REQUIREMENTS**

Name of Bidder:

Bidder's Reference Number:

### **List of Specifications**

Currency of Bid: USD\$

| <b>Lot No<sup>1</sup></b> | <b>Description of Goods</b>        | <b>Quantity<sup>2</sup></b> | <b>Unit Price<sup>3</sup></b>  | <b>Total Price<sup>4</sup></b>  |
|---------------------------|------------------------------------|-----------------------------|--|---|
|                           |                                    |                             | <i>[to be provided by the Bidder]</i> (before duty, Vat and all local taxes) | <i>[to be provided by the Bidder]</i> before duty, Vat and all local taxes) |
| 1                         | <b>NPRC Branded Khaki Shirts</b>   | 60                          |  |   |
| 2                         | <b>NPRC Camera jackets</b>         | 300                         |  |   |
| 3                         | <b>NPRC Branded Round T-Shirts</b> | 400                         |  |   |
| 4                         | <b>NPRC Branded Golf Shirts</b>    | 400                         |  |   |
| 5                         | <b>NPRC Branded Sunhats</b>        | 300                         |  |   |
| 6                         | <b>NPRC Branded Caps</b>           | 500                         |  |   |

NB: For all equipment an Original Equipment Manufacturer (OEM) certificate should be included in the bidding document

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.

Note 5: Bidders must bid for the entire LOT and the tender will be awarded per LOT.

Note 6: The award of one Lot shall not be conditional to the award of any Lot(s)

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

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**PART 2 STATEMENT OF REQUIREMENTS**

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## 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}.*

| Lot No | Description of Goods               | Quantity | Physical Unit | Delivery Required by Procuring Entity and applicable INCOTERM | Date by and | Bidder's offered Delivery period |
|--------|------------------------------------|----------|---------------|---|-------------|----------------------------------|
| 1      | <b>NPRC Branded Khaki Shirts</b>   | 60       | Each          | 2 weeks   |             |                                  |
| 2      | <b>NPRC Camera jackets</b>         | 300      | Each          | 2 weeks   |             |                                  |
| 3      | <b>NPRC Branded Round T-Shirts</b> | 400      | Each          | 2 weeks   |             |                                  |
| 4      | <b>NPRC Branded Golf Shirts</b>    | 400      | Each          | 2 weeks   |             |                                  |
| 5      | <b>NPRC Branded Sunhats</b>        | 300      | Each          | 2 weeks   |             |                                  |
| 6      | <b>NPRC Branded Caps</b>           | 500      | Each          | 2 weeks   |             |                                  |

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 the final destination:

**National Peace and Reconciliation  
Commission 7<sup>th</sup> floor First Mutual  
Building, 99 Jason Moyo Avenue,  
Harare.**

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**PART 2 STATEMENT OF REQUIREMENTS**

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## 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)]*

| <b>a</b>      | <b>B</b>   | <b>c</b>  |
|---------------|--|---|
| <i>Lot No</i> | <i>Item description and full technical Specification required (including applicable standards)</i>                                 | <i>{Confirm full specification of items offered by Bidder <u>and</u> compliance of items to detail in column b}</i> |
| <b>1</b>      | Minimum Specifications: <ul style="list-style-type: none"> <li>• Design</li> <li>• Print</li> <li>• Supply and Delivery</li> </ul> |   |
| <b>2</b>      | Minimum Specifications: <ul style="list-style-type: none"> <li>• Design</li> <li>• Print</li> <li>• Supply and Delivery</li> </ul> |   |
| <b>3</b>      | Minimum Specifications: <ul style="list-style-type: none"> <li>• Design</li> <li>• Print</li> <li>• Supply and Delivery</li> </ul> |   |
| <b>4</b>      | Minimum Specifications: <ul style="list-style-type: none"> <li>• Design</li> <li>• Print</li> <li>• Supply and Delivery</li> </ul> |   |
| <b>5</b>      | Minimum Specifications: <ul style="list-style-type: none"> <li>• Design</li> <li>• Print</li> <li>• Supply and Delivery</li> </ul> |   |
| <b>6</b>      | Minimum Specifications: <ul style="list-style-type: none"> <li>• Design</li> <li>• Print</li> <li>• Supply and Delivery</li> </ul> |   |

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

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**Declaration by the Accounting Officer**

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

**For and on behalf of**

**NATIONAL PEACE AND RECONCILIATION  
COMMISSION**

\_\_\_\_\_  
**EXECUTIVE SECRETARY**



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**PART 2 STATEMENT OF REQUIREMENTS**

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**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.

|  |                              |
|--|------------------------------|
| <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 the partners to the Joint Venture that submits the Bid.}*

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PROCUREMENT REFERENCE NO: NPRCDP/01/2023**

**PART 3      CONTRACT**

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**PART 3 CONTRACT**

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## **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

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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]*

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## General Conditions of Contract

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

## Special Conditions of Contract

Procurement Reference Number: **DOMESTIC TENDER NPRCDP/01/2022**

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

| GCC reference | Special Conditions   |
|---------------|--|
| GCC 7.5       | <b>Eligible Countries:</b> Zimbabwe.   |
| GCC 8.1       | <p><b>Notices:</b> Any notice shall be sent to the following addresses:</p> <p>For the Procuring Entity, the address shall be as given in the Contract document and the contact shall be <b>NATIONAL PEACE AND RECONCILLIATION COMMISSION.</b></p> <p>For the Contractor, the address shall be as given in the Bid and the contact shall be<br/><i>{state name of contact}</i></p>   |
| GCC 19.1      | <p><b>Liquidated Damages:</b> Liquidated Damages in terms of section 88 of the Act shall apply.</p> <p>If the Supplier fails to perform any or all of its obligations within the time period(s) as agreed, NPRC shall, without prejudice to its other remedies under this agreement, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract price for each day of delay until actual delivery, up to a maximum deduction of 10% of the Contract Price.</p> <p>The Supplier shall not be relieved of its liability for performance under this agreement by virtue of payment under this provision.</p> <p>In the event that NPRC terminates the agreement for delay, the Supplier shall be liable for liquidated damages accruing until NPRC reasonably obtains delivery or performance of a similar procurement requirement from another contractor, and these liquidated damages are in addition to liability for any extra costs of entering into another agreement with that other contractor.</p> <p>The supplier shall not be charged liquidated damages when the delay in delivery or performance is beyond the Supplier’s control and is not caused by fault or negligence on the part of the Supplier, its employees or agents.</p> |

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| GCC reference | Special Conditions  |
|---------------|---|
| GCC 21.2      | <p><b>Packing, Marking and Documentation:</b> The goods shall meet the following special packing requirements in addition to the general requirements stated in GCC clause 21.1 <i>[not applicable]</i></p> <p>The documents to be furnished by the Contractor are:<br/>                     Manufacturer’s or Contractor’s warranty certificate</p> <p><b>Sample provision - For Goods supplied from abroad:</b></p> <p>Upon shipment, the Contractor shall notify the Procuring Entity and the insurance company in writing of the full details of the shipment. In the event of Goods sent by airfreight, the Contractor shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Contractor shall email and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:</p> <ul style="list-style-type: none"> <li>(i) one original and two copies of the Contractor’s invoice, showing the Procuring Entity as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;</li> <li>(ii) one 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;</li> <li>(iii) two copies of the packing list identifying contents of each package;</li> <li>(iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;</li> <li>(v) one original of the manufacturer’s or Contractor’s Warranty Certificate covering all items supplied;</li> <li>(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>;</li> <li>(vii) <i>[any other procurement-specific documents required for delivery/payment purposes]</i>.</li> </ul> <p><b>Sample provision - For Goods from within Zimbabwe</b> Upon or before delivery of the Goods, the Contractor shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> <li>(i) one original and two copies of the Contractor’s invoice, showing the Procuring Entity, the Contract number, Goods’ description, quantity, unit price, and total amount. Invoices must be signed in original;</li> </ul> |
|               | <ul style="list-style-type: none"> <li>(ii) two copies of delivery note, road consignment note, truck or air waybill, or multimodal transport document showing Procuring Entity as the consignee and delivery through to final destination as stated in the Contract;</li> </ul>  |

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| <b>GCC reference</b>       | <b>Special Conditions</b>   |
|----------------------------|---|
| <b>GCC 22.1</b>            | <b>Insurance:</b> The Goods shall be insured <i>[not applicable]</i> .  |
| <b>GCC 23.1 &amp; 23.2</b> | <b>Inspections and tests:</b> the tests and/or inspections of the Goods and Related Services that the Contractor is required to carry at its own expense are: <i>Laptops and Printers are to be tested before acceptance</i>  |
| <b>GCC 24.1</b>            | <b>Performance security:</b> The Contractor shall provide a performance security of <i>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 |
| <b>GCC 24.4</b>            | <b>Reduction of performance security</b> <i>[Not applicable]</i>  |
| <b>GCC 25.1</b>            | <b>Warranty:</b> The period of the warranty shall be <i>12 months</i> .   |
| <b>GCC 25.6</b>            | <b>Failure to remedy a defect:</b> The period allowed to the Contractor to remedy a defect during the period of the Warranty shall be <i>14 days</i> .  |
| <b>GCC 29.1</b>            | <b>Price adjustments:</b> The following price adjustments are applicable <i>[not applicable]</i>  |
| <b>GCC 30.1</b>            | <p><b>Terms of Payment:</b> The structure of payments shall be:</p> <p><i>Payment shall be made within 30 days after successful delivery and completion of the goods</i></p> <p><b>Advance payment:</b> <i>Where advance payment is required, bidders should avail 100% advance payment guarantee from a reputable registered commercial bank redeemable in Zimbabwe</i></p>  |
| <b>GCC 31.1</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 US\$100.   |

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## **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

|  |  |
|--|--|
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**ADVANCE PAYMENT SECURITY**

*[Delete page if no Advance Payment is required in the SCC]*

*[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month, and year)]*

Procurement Reference No: *[insert reference]*

*[Issuing bank's letterhead]*

**Beneficiary:** *[insert legal name and address of Procuring Entity]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We have been informed that ..... *[name of the Contractor]* (hereinafter called "the Contractor") has entered into Contract No..... *[procurement reference number of the Contract]*, dated *[insert day and month]*, *[insert year]* with you, for the execution of ..... *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum ..... *[name of the currency and amount in figures]* <sup>1</sup> (..... *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we ..... *[name of the Bank]*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *[name of the currency and amount in figures]\** (..... *[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number .....*[Contractor's account number]*. at ..... *[name and address of the Contractor's Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ..... day of ..... <sup>2</sup>, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year]*, in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.  
.....

*[Seal of Bank and Signature(s)]*.....

**Note –**

*All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.*

*1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*

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*2    Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*