

**BIDDING DOCUMENT FOR THE PROVISION OF VEHICLE INSURANCE COVER
FOR NPRC**

PROCUREMENT REFERENCE No: NPRCDP/02/2023

PART 1



STANDARD

BIDDING

DOCUMENT

FOR THE

**Procurement of Insurance Cover for Motor
Vehicles**

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

**BIDDING DOCUMENT FOR THE PROVISION OF VEHICLE INSURANCE COVER
FOR NPRC**

PROCUREMENT REFERENCE NO: NPRCDP/02/2023

PART 1

**STANDARD BIDDING DOCUMENT FOR THE PROCUREMENT MOTOR
VEHICLES INSURANCE – NATIONAL PEACE AND RECONCILIATION
COMMISSION**

PROCUREMENT REFERENCE NO: NPRCDP/02/2023

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

**BIDDING DOCUMENT FOR THE PROVISION OF VEHICLE INSURANCE COVER FOR
NPRC**

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PART 1 BIDDING PROCEDURES

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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.

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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.

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 NPRC Headquarters and Provincial Offices

- a. NPRC Headquarters, 7TH Floor, First Mutual Building, 99 Jason Moyo Ave, Harare
- b. NPRC Provincial Offices

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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.

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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

Copy of:

1. Proof of being registered with the Insurance and Pensions Commission (valid registration certificate)
2. A covering letter summarizing the offer e.g. total bid price, bid bond and documents detailing relevant experience and projects undertaken etc.
3. Completed Bid Form.
4. Price Schedule and Summary schedule of items Insurable
5. Certificate of Incorporation
6. Valid Vendor registration certificate
7. Company profile including shareholding structure.
8. Current tax clearance certificate (ITF 263).
9. Proof of Valid PRAZ registration certificate in the relevant category
10. Bid Bond form completed by the bank according to the form attached (if option 1 has been chosen)
11. If option 2 has been chosen, receipt from the Procurement Regulatory Authority of Zimbabwe should be attached.
12. A Motor Vehicle Insurance and Non-Motor Asset Insurance Policy Cover document subject to negotiation upon award of the tender.
13. Pricing Structure to be used in case of any future variation.
14. 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.

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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 National Peace and Reconciliation Commission (NPRC) 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

Bid Security Forfeiture

The Bid security will be forfeited in the following event;

The bidder modifying or withdrawing his or her bid after the end of the bidding period; or

The bidder refusing to accept a correction of an arithmetical error appearing on the face of his or her bid; or

The successful bidder failing to sign the procurement contract in accordance with the terms set out in the bidding documents; or

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

Proof of payment to be attached to bid.

PAYMENTS TO BE MADE TO THE PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE

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

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.

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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.

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 Pre-availing 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 Pre-availing Interbank rate
3	Contract fees payable after contract award	will be determined based on the value of the awarded

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

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.

Clarification

Clarification of the bidding document may be requested in writing by any Bidder up to 1st of March 2023 and should be sent to the Procurement Management Unit via email rjojo@nprc.org.zw

Modification of Bidding Documents

- i. At any time before the end of the bidding period, NPRC 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, NPRC 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, NPRC shall extend the bidding period by at least half of the original period.
- iv. Where NPRC decides to extend the bidding period, it shall give prompt notice of the extension to every bidder that was provided with the bidding documents

Bidding Documents

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NPRC 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.

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.

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 NPRC, 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.

Late Bids

Late bids will be rejected and shall be returned unopened.

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 NPRC 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.

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).

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

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

VALIDITY OF BIDS

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

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 NPRC 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.

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Date of deadline: 03 March 2023 **Deadline Time:**[1000hrs]

**Submission address: National Peace and Reconciliation Commission,
7th floor, First Mutual Building, 99 Jason Moyo Ave
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 NPRC tender box.

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.

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.

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.

Evaluation and Acceptance

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

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- 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 NPRC 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.

NPRC 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

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corrected, unless in the opinion of NPRC 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.

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.

ACCEPTANCE

NPRC 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.

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.

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 date of payment.

on the day of payment.

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

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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).

STAND STILL PERIOD

This is a period in which case the Purchase herein referred to as NPRC 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.

RIGHT TO REJECT

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

CORRUPT PRACTICES

The Government of Zimbabwe requires that Procuring Entities, as well as Bidders and Contractors, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy:

1. the Procuring Entity will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract or has been declared ineligible to be awarded a procurement contract under section 99 of the Act;
2. the Authority may under section 72 (6) of the Act impose debarment and other sanctions under section 74 (1) of the Regulations; and
3. Any conflict of interest on the part of the Bidder must be declared.

OWNERSHIP OF TENDERS

NPRC 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.

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

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- 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 NPRC 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

NPRC 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)

Not Incurring Any Liability for Tender Cancellation

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

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.

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

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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/02/2023**

Subject of Procurement: **PROVISION OF INSURANCE COVER FOR MOTOR VEHICLES**

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 PROVISION OF VEHICLE INSURANCE COVER FOR NPRC**PROCUREMENT REFERENCE NO: NPRCDP/02/2023****PART 2 STATEMENT OF REQUIREMENTS****PART 2: LIST OF VEHICLES****NAME OF BIDDER:****BIDDER'S REFERENCE NUMBER:**

REGISTRATION NUMBER	MAKE/ TYPE	CHASSIS NUMBER	ENGINE NUMBER	MARKET VALUE USD\$
ADB 3350	Toyota Prado	JTEBH9FJ-90K066858	1KD-2160641	84,000
AAV 8007	Toyota Prado (Old Model)	JTEBK2GJ60001725	5L5289063	60,000
AFE 4977	Isuzu X Rider	ACVLRCHRXXJ4018969	4JK1SX7439	66,000
AFG0496	Nissan NP 300 double Cab	Z0079572	YD25862481T	26,400
AFG 0497	Nissan NP 300 double Cab	Z0079575	YD25862480T	26,400
AFG 0498	Nissan NP 300 double Cab	Z0079601	YD25862419T	26,400
AFG 2362	Nissan NP 300 double Cab	Z0079573	YD25862445T	26,400
AFG 2363	Nissan NP 300 double Cab	Z0079503	YD25863249T	26,400
210 UN24	Toyota Hilux double Cab	AHTFR22G006091129	2KDA548583	72,000
AFG 2364	Nissan NP 300 double Cab	Z0079536	YD25863243T	26,400
AFG 2476	Nissan NP 300 double Cab	Z0079674	YD25863532T	26,400
AFG 2366	Nissan NP 300 double Cab	Z0079574	YD25862479T	26,400
AFK2202	Nissan NP300 double Cab	Z0083123	ADNCPUD22Z0083123	26,400
AFK2203	Nissan NP 300 double Cab (blue)	ADNCPUD22Z0077680	YD25840041T	26,400
AFG0687	Land Rover	SALGA2AJXKA548785	0082013448DT	180,000
	Discovery SUV			
AFV5074	Isuzu D max	ACVURCER8L4072329		78,000
AFU7674	Isuzu D max	89547	4JK1WT3033	78,000
AFN 5072	Isuzu X rider	ACVLRCHRXL4074929	4JKIWL8581	66,000
AFN5074	Isuzu X rider	ACVLRCHR8L4	4JKIWD6694	66,000

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PROCUREMENT REFERENCE NO: NPRCDP/02/2023

PART 2 STATEMENT OF REQUIREMENTS

		074735		
AFN7151	Isuzu X rider	ACVLRCHR3L 4074934	4JK1WC9109	66,000
AFR4680	Isuzu X rider	ACVLRCHRL4 077715	4JKIW9081	66,000
AFR4677	Isuzu X rider	ACVLRCHR2L 4077632	4JKIW90859	66,000
AFX 4034	Isuzu 250 D max	90091	4JKIWT9110	78,000
AFN7585	Honda Fit Hatch Back	GD1-1003367	L13A1004390	4,800
AFX1593	Isuzu 250 D max	89538	4JKIWT3030	78,000
AFX1592	Isuzu 250 D max	89543	4JKIWT3031	78,000
Registration in Progress	Discovery HSE (WHITE)	SALRA2AW2P 2465910	220210Z0249D T306	225,600
Registration in Progress	Discovery HSE (Black)	SALRA2AW4P 2466167	220122Z0162D T306	225,600
Registration in Progress	Discovery HSE (GREY)	SALRA2AWXP 2466075	220210Z0424D T306	225,600
Registration in Progress	Discovery HSE (WHITE)	SALRA2AWXP 2466072	220210Z0424D T306	225,600
Registration in Progress	Discovery HSE (GREY)	SALRA2AW6P 2465988	220210Z0424D T306	225,600
Registration in Progress	Discovery HSE (BLACK)	SALRA2AW4P 2465911	220210Z0236D T306	225,600
Registration in Progress	Discovery HSE (BRONZE)	SALRA2AW0P 2465467	220113Z0438D T306	225,600

Bidders to provide 2 Options

1st-with excess buy back

Number of Motor Vehicles to be covered	Total Sum insured[USD]	Quarterly offered premium with excess Buy back (after discount)	Total annual premium with excess Buy back (after discount)	Discount on annual premium
33				

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2nd -without excess buy back

Number of Motor Vehicles to be covered	Total Sum insured[U\$D]	Quarterly offered premium without excess Buy back (after discount)	Total annual premium without excess Buy back (after discount)	Discount on annual premium
33				

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

BIDDING DOCUMENT FOR THE PROVISION OF VEHICLE INSURANCE COVER FOR NPRC

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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)	

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PART 2 STATEMENT OF REQUIREMENTS

{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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PART 3 CONTRACT

PART 3 CONTRACT

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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
-

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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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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: **DOMESTIC TENDER NPRCDP/03/2022**

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	Eligible Countries: Zimbabwe.
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 NATIONAL PEACE AND RECONCILIATION COMMISSION . 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 apply. 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. The Supplier shall not be relieved of its liability for performance under this agreement by virtue of payment under this provision. 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. 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.

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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>[not applicable]</i></p> <p>The documents to be furnished by the Contractor are: Manufacturer’s or Contractor’s warranty certificate</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 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">(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;
	<ul style="list-style-type: none">(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;

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GCC reference	Special Conditions
GCC 22.1	Insurance: The Goods shall be insured <i>[not applicable]</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>Laptops and Printers are to be tested before acceptance</i>
GCC 24.1	Performance security: 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
GCC 24.4	Reduction of performance security <i>[Not applicable]</i>
GCC 25.1	Warranty: The period of the warranty shall be <i>12 months</i> .
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>14 days</i> .
GCC 29.1	Price adjustments: The following price adjustments are applicable <i>[not applicable]</i>
GCC 30.1	Terms of Payment: The structure of payments shall be: <i>Payment shall be made within 30 days after successful delivery and completion of the goods</i> Advance payment: <i>Where advance payment is required, bidders should avail 100% advance payment guarantee from a reputable registered commercial bank redeemable in Zimbabwe</i>
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 US\$100.

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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

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PART 3 CONTRACT

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]* ¹ (..... *[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 ², 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.