

## **BIDDING DOCUMENT FOR**

## THE PROVISION OF ARMED UNIFORMED SECURITY GUARDS AND ON DEMAND CASH IN TRANSIT SERVICES

DATE OF ISSUE .....24 NOVEMBER 2023

CLOSING DATE......29 DECEMBER 2023

CLOSING TIME .....10.00 HOURS

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## PART 1: BIDDING PROCEDURES

#### **References: -**

References to the Act are the Public Procurement and Disposal of Public Assets Act [*Chapter22:23*] and references to the regulations are the Public Procurement and Disposal of Public Assets (General) Regulations, 2018 (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.

#### Procurement Reference Number: POSB 61/2023

#### **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;

#### **Preparation of Technical Proposals:**

Technical proposals should contain the following documents and information:

- 1. The Technical Proposal Submission Sheet in this Part.
- 2. CVs of key staff.
- 3. Bidders are required to provide:
  - a) Testimonials letters from at least four Commercial Banks with evidence of providing guard services at banking halls for more than two successive years during the past 7 years of which 2 must be current deployments with no less than 10 postings per contract. Letters must clearly state date of contract and expiry. Sports Clubs and Residential deployments will not be considered. POSB will not be considered among the three references.
  - b) Attach Proof of Insurance Cover (At least USD\$5million)
  - c) Attach valid Proof of licensing by the Regulatory Authority in Zimbabwe (Ministry of Home Affairs)
  - d) Attach membership of any one of the recognized security organizations i.e ZINSA, SAZ etc.
  - e) Attach proof of confirmation that all contributions or payments due under the National Social Security Act (Chapter 17.04) are fully paid. (Manpower covered under the scheme must not be less than 100)
  - f) Attach proof of ISO certification for each category tendered for
  - g) Attach certificates that demonstrate evidence of Regular Guard Services Training and retraining.
  - h) Attach Firearm licensing. (Attach at least 40 copies of magazine-based firearm licenses)
  - i) Proof of availability of deployment and supervision motor vehicles/motor bikes. Please provide evidence such as registration books for at least 15 motor vehicles or motor bikes in the company name. These vehicles should be in good working order. The bank reserves the right to inspect the motor vehicles as per submitted vehicle registration books as part of bids evaluation.

- j) Proof of ability to provide adequate and appropriate kitting (suits) for security guards manning banking halls.
- k) Security firm should have regional presence across the country as proof of ability to provide guard services throughout all POSB Branches and premises in Zimbabwe (Provide physical addresses and contacts of regional offices)
- 1) Bidders must have a control room manned 24 hours The site may be visited as part of bid evaluation.
- m) Attach proof of licensing with Portraz for the wireless transmitters used by the organization.
- 4. Attach Police clearance certificates for all the directors and the clearance certificates must not be more than 3 months old.
- 5. Bidders must have a minimum of 10 years' experience in the provision of Security services. The bank's evaluation criteria will not be based on the number of years the company has been registered but on the number of years the bidder has been operational.
- 6. Pricing must be based on the most recent NEC agreements and any incentives offered must be clearly spelt out. (Attach cost structure as evidence to show how pricing has been determined.) Any incentives or discounts offered should remain during the existence of the contract.
- 7. Each guard post must be operated in line with the labour rules governing the deployment of guards and hours per week. The firm to demonstrate availability of enough manpower.
- 8. The bank's evaluating committee will perform site visits for all the shortlisted bidders.
- 9. Copy of your certificate of incorporation
- 10. Copy of CR14
- 11. Copy of your tax clearance certificate
- 12. Attach Bid security of US\$5 000,00 valid for 120 days. NB. Please note that bid bond security from deposit taking micro finance banks will not be considered and provision of such bid bond will lead to automatic disqualification. If using a bid bond from the banking system, please ensure that you obtain one from a registered commercial bank.
- 13. Proof of valid registration with The Procurement Regulatory Authority of Zimbabwe (PRAZ)
- 14. Properly signed bid submission sheet.
- 15. Signed confirmation that the company is not debarred from bidding for any tenders.
- 16. The bidder must not have a conflict of interest in relation to this procurement requirement. A properly signed declaration of non-conflict must be provided by the bidder as part of the bid.
- 17. You are also required to pay the administration fee of **US\$350 or equivalent** payable by bidders for bids subject to prior review by the Special Procurement Oversight Committee in terms of section 54 of the Act and as set out in Part IV of the Fifth Schedule to the Regulations. The payment will be affected at the Procurement regulatory Authority of Zimbabwe and proof of payment should be included with the bid documents.

# **NB:** For bidders who were once engaged by the Procuring entity, their previous performance will be used as part of evaluation criteria should they respond to this tender.

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. All pages of the Bid must be clearly marked with the Procurement Reference Number above.

#### Lots and Packages

The requirement is divided into three (3) lots as indicated in Part 2, Statement of Requirements. Bidders may bid for all the three (3) lots but only a maximum of two (2) lots can be awarded to a single bidder basing on the most economically advantageous proposal to the bank.

#### Number of bids allowed.

No Bidder may submit more than one **Bid on the same lot**, either individually or as a joint venture partner in another bid. Where the requirements are divided into lots and packages, only one **Bid can be submitted for each lot**. 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 15 December 2023 and should be sent to <u>procurement@posb.co.zw</u> to the attention of Kennedy Taonangoro or Gibson Sibanda

#### **Pre-bid meeting**

As the scope of work is clearly defined there will not be a pre-bid meeting.

#### Services to be performed, location(s) and other requirements

The services to be performed under the Contract, the location, or locations where these services are to be performed, the times of performance and the manpower, equipment and other resources required and the supervising agent at these locations are stated in the Statement of Requirements in Part 2. Bidders must signify their acceptance of these requirements when submitting their Bid.

The Supervising Agent will have authority on behalf of the Procuring Entity to give directions on the performance of the services and to approve satisfactory completion of these services.

#### Documents establishing conformity of services.

To establish the conformity of the Services to the Bidding Document, the Bidder must furnish as part of its Bid a proposed methodology, work plan and schedule to establish that the services will be carried out in accordance with the required technical specifications and quality standards.

Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer in the Statement of Methodology, Work Plan and Schedule in this Part other standards of quality, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified.

#### 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: -

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.

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 90 days from the deadline for the submission of bids.

#### **Submission of Bids**

Bids must be submitted electronically only to <u>tenders@posb.co.zw</u> no later than the date and time of the deadline shown below.

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 document of the amended bid submission deadline.

Date of deadline:	29 December 2023	Deadline Time:	10.00 Hrs
Submission address:	tenders@posb.co.zw		

Means of acceptance: *Electronically by email as highlighted below.* 

## NB. The bid submission documents should be scanned as a single document bearing the tender number and description of the tender.

#### **Bid opening**

Due to Covid -19 **NO** bidders or their representatives may witness the opening of bids, which will take place at the submission address immediately following the deadline.

#### Withdrawal, amendment, or modification of Bids

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

#### **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.

#### **Bid Security**

The bidder must attach their refundable bid bond security of US\$5 000,00 or its ZWL\$ equivalence valid for 120 days in line with Section 26 of the Statutory instrument 5 of 2018 (General Regulations of Public Procurement and Disposal of Public Assets). The bid security shall be payable using any one of the following options: -

First Option:A	A certified bank cheque
Second Option A	bank guarantee from a commercial bank
Third Option A	A Cash deposit of US\$5 000,00 or its equivalence in ZWL\$.

If the third option is chosen, bidders must submit proof of payment of non-refundable bid bond establishment fee in terms of section 90 part IV of Statutory Instrument 5 of 2018. The amount payable to PRAZ as non – refundable cash bid bond establishment fee is US\$500 or its equivalence in ZWL\$.

Any bid not accompanied by a Bid Security will be rejected by the Procuring Entity as non-responsive.

The Bid Security or Bid- Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration must be in the names of all intended partners.

#### **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.

#### **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 bid is likely to fall within the parameters of bids subject to SPOC review.

#### **Bid Currency:**

Bids should be priced in United States Dollars.

#### **Payment Currency:**

## Payment will be processed using ZWL\$ based on the midrate of the willing buyer willing seller at the time of payment processing.

#### **Award of Contract**

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

The contract will only be valid subject to payment of annual contract administration fees of TBA *in line with Part V of the Fifth Schedule to the Regulations]* 

#### **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.

### **Bid Submission Sheet**

{Note to Bidders: Complete this form with all the requested details and submit it as the first page of your Bid. Attach the Price Schedule and Statement of Methodology, Work Plan and Schedule together with any other documents requested in Part 1. Any variation from the Statement of Requirements should be indicated in the Statement of Methodology, Work Plan and Schedule, otherwise you commit to complying fully with these Requirements.

Ensure that your Bid is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bid prevail over any attachments. If your Bid is not authorised, it may be rejected. If the Bidder is a Joint Venture (JV), the Bid must be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

Procurement Reference Number:

Subject of Procurement:

Name of Bidder:

Bidder's Reference Number:

Date of Bid:

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

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

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

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:	( <i>DD/MM/YY</i> )
Authorised for and on behalf of:		

Company	
Address:	

#### List of Services and Price Schedule

Procurement Reference Number:

\_\_\_\_

\_\_\_\_

Bidder's Name:

Bidder's Reference Number:

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

Currency of Quotation/Contract:

Item No <sup>1</sup>	Description of Services	Input Quantity	Unit of Measure	Unit Rate	Total Price <sup>2</sup>
			Other addit	ional costs	
			VAT		
			Total		

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

Note 2: Include any additional costs, such as hire or purchase of equipment to perform the services.

## Proposed Methodology, Work Plan and Schedule

{State the methodology and work plan you would propose to complete the required Services, the associated resources and the schedule for commencement and completion.}

### **Bid-Securing Declaration**

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

Procurement Reference number:

Date:

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

Bidder's Reference Number:

To: {full name of Procuring Entity}

We, the undersigned, declare that:

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

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

- (a) we have withdrawn our Bid during the period of Bid validity; or
- (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, we fail or refuse to execute the Contract.

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

Signed		Name:	
In capacity of	:	Date:	 (DD/MM/Y Y)
Duly authoris	ed for and on behalf of:		
Company			
Address:			
Corporate Seal (where appropriate)			

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

## **Part 2: Statement of Requirements**

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

Subject	Requirement	
Services to be performed	Provision for Uniformed Armed Security guards and On-Demand Cash in Transit (CIT) Services	
Location(s)	As indicated on the provided schedules.	
Time of performance	As indicated per schedules	
<b>Duration of contract</b>	2 Years subject to annual reviews	
Manpower	As Indicated per schedule	
Equipment	As indicated per schedule	
Resources	As indicated in the RFP	
Other requirements	As outlined in the RFP	
Supervision of	POSB security department and supplier's own supervisors to check on	
performance	performance.	

#### **DEPLOYMENT SCHEDULE**

#### LOT 1 HARARE URBAN

BRANCH	DEPLOYMENTS	REQUIRED EQUIPMENT AND ACCESSORIES
CAUSEWAY	1X SHOPFLOOR	Firearm handcuffs and button stick
	1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1X24 HOUR ATM	Firearm handcuffs and button stick
FIRST STREET	1X SHOPFLOOR	Firearm handcuffs and button stick
	1X12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1X 24 ATM	Firearm handcuffs and button stick
NELSON MANDELA	1X SHOPFLOOR	Firearm handcuffs and button stick
	1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1X 24 HOUR ATM	Firearm handcuffs and button stick
KOPJE PLAZA	1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1X 24 HOUR ATM	Firearm handcuffs and button stick
ESTEEM SHOW GROUND	1X 24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
WESTGATE	1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1X 24 HOUR ATM	Firearm handcuffs and button stick
SOUTHERTON	1X 24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
HIGHGLEN	1X 24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
CHITUNGWIZA	1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1X 24 HOUR ATM	Firearm handcuffs and button stick
LOT 2 MASHONALAND		

AND		
MANICALAND		
KAROI	1X 24 HOUR BANKING HALL	Firearm handcuffs and button stick
CHINHOYI	1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1X 24 HOUR ATM	Firearm handcuffs and button stick
KADOMA	1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1X 24 HOUR ATM	Firearm handcuffs and button stick
BINDURA	1X 24 HOUR BANKING HALL	Firearm handcuffs and button stick
МИТОКО	1X 24 HOUR BANKING HALL	Firearm handcuffs and button stick
MARONDERA	1X 24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
RUSAPE	1X 24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
MUTARE	1X 24 HOUR ATM	Firearm handcuffs and button stick
	1X 12 HOR BANKING HALL	Firearm handcuffs and button stick
CHIPINGE	1X 24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
GOKWE	1X 24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
KWEKWE	1X 24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
LOT 3 MATEBELELAND. MIDLANDS AND MASVINGO		
BULAWAYO MAIN	1X 12 HOUR BANKING HALL	
	1X 24 HOUR ATM	Firearm handcuffs and button stick
FORT STREET	1 X12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1 X24 HOUR ATM	Firearm handcuffs and button stick Firearm
		handcuffs and button stick
HAYLET HOUSE	1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1 X24 HOUR ATM	Firearm handcuffs and button stick
ASCOT	1X 24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
GWANDA	1 X24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
BEITBRIDGE	1 X24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
VICTORIA FALLS	1 X24 HOUR DAY AND NIGHT	Firearm handcuffs and button stick
GWERU	1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
	1 X24 HOUR ATM	Firearm handcuffs and button stick
	1x SHOPFLOOR FOR ESTEEM	Firearm handcuffs and button stick
CHIREDZI	1X 24 HOUR ATM	
CHIREDZI	1X 24 HOUR ATM 1X 12 HOUR BANKING HALL	Firearm handcuffs and button stick
CHIREDZI MASVINGO	1X 12 HOUR BANKING HALL 1 X12 HOUR BANKING HALL	Firearm handcuffs and button stick Firearm handcuffs and button stick
	1X 12 HOUR BANKING HALL	

#### \*The bank reserves the right to adjust deployment levels according to situational needs.

#### **CIT TENDER**

From time to time the bank will request ad-hoc CIT services at its regional and country branches.

Harare, Bulawayo, Gweru, Masvingo, Chiredzi, Chipinge, Mutare, Rusape, Marondera, Mutoko, Bindura, Chinhoyi, Karoi, Kadoma, Kwekwe, Gokwe, Victoria Falls, Zvishavane, Gwanda and Beitbridge.

Bidders are invited to submit their proposals as follows.

- Cost of local run.
- Mileage per kilometer
- Crew time where this is necessary.
- Hire of boxes
- Charge for seals.

Bidders MUST attach evidence of insurance cover of a minimum of USD\$10 million per carry.

Bidders must show presence in the regional offices.

Bidders must attach proof of availability of operational CIT vehicles (At least 15 vehicle registration books in the name of the company. These vehicles maybe subject to inspection as part of bid evaluation.

#### **Declaration by the Accounting Officer**

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

G. Changunda .....Signature ...Date..... Chief Executive Officer

Signed on 27 Nov 2023, 2:36 PM CAT

## Part 3: Contract

### **CONTRACT AGREEMENT**

{For completion with the authorised representative of the Procuring Entity following Notification of Contract Award.}

#### **Procurement Reference:**

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

#### BETWEEN

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

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

THE PROCURING ENTITY AND THE CONTRACTOR AGREE AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to below.
- 2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement;
- (b) Special Conditions of Contract;
- (c) General Conditions of Contract;
- (d) Schedule of Requirements;
- (e) The Contractor's Bid Submission Sheet, List of Services and Price Schedule and Statement of Methodology, Work Plan and Schedule;
- (f) The Procuring Entity's Notification of Contract Award;
- (g) [*Add here any other document(s)*].
- 3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
- 4. In consideration for the payments to be made by the Procuring Entity to the Contractor as mentioned below, the Contractor hereby agrees with the Procuring Entity to provide the Services and to remedy any defects in them in conformity with the Contract.
- 5. The Procuring Entity hereby agrees to pay the Contractor, in consideration for the performance of the Services and the remedying of any defects in them, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

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

#### For and on behalf of the Procuring Entity

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

#### For and on behalf of the Contractor

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

## **General Conditions of Contract**

Any resulting contract is subject to the Zimbabwe General Conditions of Contract (GCC) for the Procurement of Non-Consulting Services (copy available on the Authority's website) except where modified by the Special Conditions below.

## **Special Conditions of Contract**

Procurement Reference Number:

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

GCC reference	Special Conditions	
GCC 3.6 and	Authorised representatives:	
8.1	<ol> <li>The authorised representative of the Procuring Entity is [names and contact details, including address for delivery of notices].</li> <li>The authorised representative of the Contractor is {names and contact details, including address for delivery of notices}.</li> </ol>	
GCC 7.4	<b>Ineligible countries:</b> Nationals of the following countries are ineligible to be a Contractor or Sub-Contractor under this Contract. <i>[State none if no countries ineligible.]</i>	
GCC 18.1	Liquidated damages: The rate of liquidated damages shall be [State amount as a rate per day or delete if liquidated damages do not apply].	
GCC 19.1	<b>Commencement of Services:</b> The date or period of time for commencement of services is <i>[state date or period of time]</i> .	
GCC 20.1	<b>Completion of Services:</b> The date for completion of Services or the period within which the Services are required to be performed is <i>[state date or period of time]</i> .	
GCC 22.2	<b>Contract price:</b> Costs specifically excluded from the Contract price are <i>[list excluded cost items]</i> .	
GCC 22.3	Payment schedule: The terms of payment shall be [State:	
	<ul> <li>i. For regularly performed services: the specified period (usually one calendar month) for which payment will be made for the total amount of Services performed during that period;</li> <li>ii. For single or occasional services: the time after completion (usually 60 days) within which payment will be made.]</li> </ul>	
GCC 23.1	<b>Price adjustment:</b> [State whether prices will be fixed for the Contract Period or any adjustment factor that shall apply.]	
GCC 24.2	<b>Payment procedure:</b> [State any other documentation that must accompany the Contractor's invoice.]	
GCC 28.1	Insurance to be taken out by the Contractor: [The risks and the coverage shall be as follows:	

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