

INTERNATIONAL TENDER No. TIMB/CV/10/2021



SUPPLY AND DELIVERY OF MOTOR VEHICLES

**STANDARD BIDDING DOCUMENT FOR SUPPLY AND DELIVERY MOTOR
VEHICLES**

PROCUREMENT REFERENCE NUMBER: TIMB/CV/10/2021

PROCURING ENTITY: TIMB

PUBLICATION DATE: 16 APRIL, 2021

CLOSING DATE: 15 JUNE, 2021

Procurement Notice

Invitation To Tender (ITT)

Procuring Entity: TOBACCO INDUSTRY AND MARKETING BOARD

Reference No.: TIMB/CV/10/2021

1. The Procuring Entity invites sealed Bids from eligible Bidders for **supply and delivery motor vehicles**
2. The *contract* to be concluded will be "single - User" The single -User entitled to purchase under the *contract* is Tobacco Industry and Marketing Board.
3. Bidding will be conducted through Domestic Competitive Bidding as specified in the Public Procurement and Disposal of Public Assets Act and is open to all eligible Bidders as defined in the Regulations.
4. An addendum to the same effect must be downloaded from the TIMB website www.timb.co.zw and any further communication about these tender. Due to Covid 19 pandemic, we will not be entertaining walk in clients for acquiring bidding documents.

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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: TIMB/CV/10/2021

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. **Failure to submit non-historical information will lead to automatic disqualification.**

1. The Bid Submission form in this Part
2. The Statement of Requirements in this Part
3. Proof of current registration with the Procurement Regulatory Authority of Zimbabwe in the relevant category;
4. A bid security
5. Copies of Company Profile, CR14, Certificate of Incorporation and CR6
6. NSSA compliance certificate
7. Current ZIMRA Tax Clearance Certificate
8. Bidders must provide at least **three** reference letters of their customers indicating contact details including physical address, phone numbers and email address where they have successfully supplied motor vehicles.
9. Bidders must submit at least three copies of the bid proposal and the "ORIGINAL" should be clearly marked and the other copies must be clearly marked "COPY". In the event of any discrepancy between the original and the copies, the original will prevail.
10. Bidders **must** submit proof of relationship (authentic) **Original Equipment Manufacturer (OEM) only in form of** authorisation letter/dealership certificate from the manufacturer of the motor vehicles. **Failure to submit a dealership certificate or authorisation letter will lead to automatic disqualification.**
11. Bidders must state the warranty period (**mandatory requirement failure to submit will lead to automatic disqualification**)
12. Bidders must state the Bid validity period (**mandatory requirement failure to submit will lead to automatic disqualification**)
13. The delivery period required (from the date of contract signing) and the final destination for delivery is **six (6) weeks**. Failure to comply with the stated delivery period will be regarded as non-compliance.

14. SPOC admin fee (mandatory requirement failure to submit will lead to automatic disqualification)

You are also required to pay the administration fee of **ZWL\$16,000.00** payable 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. This fee is paid directly to the Procurement Regulatory Authority of Zimbabwe (PRAZ) or to the following account;

Non Refundable (Local)

Payment Instructions:

Bank Name:	Commercial Bank of Zimbabwe
Account Name:	Procurement Regulatory Authority of Zimbabwe
Account Number:	01121064850020
Branch:	Kwame Nkrumah

FCA Account (foreign deposits)

Payment Instructions:

Bank Name:	Commercial Bank of Zimbabwe
Account Name:	Procurement Regulatory Authority of Zimbabwe
Account Number:	01121064850040
Branch:	Kwame Nkrumah

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.

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, 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. 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 28 May, 2021 and should be sent to

**The Procurement Management Unit
Tobacco Industry and Marketing Board
429 Gleneagles Road
Southerton
Harare**

Or via Email to procurement@timb.co.zw

Pre-bid meeting

This procurement does not require a pre – bid meeting.

Validity of Bids

The minimum period for which the Bidder's bid must remain valid is **90 days** from the deadline for the submission of bids. Bid validity of **90 days** or more must be stated. Bidders may be requested to extend the Bid Validity in terms of Section 43 (5) of the PPDPA Act.

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 with 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. Three copies of the bid document should be submitted *one original of the documents comprising the Bid should be clearly marked "ORIGINAL." and the other In addition, the Bidder must state the number of copies of the Bid and must mark each of them clearly "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail*].

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

Date of deadline: 15 June, 2021 Deadline
Time:
1000hrs CAT

Submission address: 429 Gleneagles Road, Southerton, Harare

Means of acceptance: Bids are to be sealed in envelopes and clearly marked with description of the tender. Bids are to be dropped in the tender box found at reception area, 429 Gleneagles Road, Southerton, Harare

Bid opening

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

Withdrawal, amendment or modification of Bids

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

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 include either:

A bid security of RTGS\$300,000.00 valid for 90 days, together with their bid in line with Section 26 of the Procurement Regulations (S.I 5 of 2018). The Bid Security shall be payable using any one of the following options:

Option 1:

A bank certified cheque equivalent to RTGS\$300,000.00 addressed to TIMB valid for 90 days, must be submitted together with the bid and will be released after all due processes have been completed.

Option 2:

A bank guarantee, equivalent to RTGS\$300,000.00, issued by a registered Commercial Bank valid for 90 days, must be submitted with the bid proposal and will be released after all processes have been completed.

NB: the required Bank Guarantee should include the following features for it to be considered valid:

- a) Letter head of the registered Commercial Bank (Supplier of Bid guarantee/Surety).
- b) The header should clearly state that it is a Bid Security guarantee.
- c) Purpose of the Bid guarantee should be clearly stated.
- d) The date when the Common seal of the said surety was effected should be stated.
- e) Condition of the said obligation should be stated.
- f) The physical address of the Surety must be stated.
- g) Validity period of the Bid guarantee must be clearly stated.
- h) Signature of Surety and the date when it was endorsed must be clearly stated.
- i) It must be an original document and be date stamped.

Option 3:

A refundable cash deposit of RTGS\$300,000.00 must be paid to Procurement Regulatory Authority of Zimbabwe (PRAZ) and the receipt of deposit must be attached to the proposal and will be refunded after the bidding process.

If option 3 is chosen, bidders must also submit proof of payment to PRAZ of non-refundable cash bid bond establishment fee of ZWL\$40,000.00 in line with Procurement Regulations (S.I.5 of 2018).

Refundable (Local)

Payment Instructions: This account is to be used for refundable bid security only

Bank Name: Commercial Bank of Zimbabwe
Account Name: Procurement Regulatory Authority of Zimbabwe
Account Number: 01121064850030
Branch: Kwame Nkrumah

Non-Refundable (Local)

Payment Instructions: This Account is to be used for Bid establishment Fees / Non-Refundable fees

Bank Name: Commercial Bank of Zimbabwe
Account Name: Procurement Regulatory Authority of Zimbabwe
Account Number: 01121064850020
Branch: Kwame Nkrumah

A signed “Bid-Securing Declaration” must be submitted together with the bid.

Any Bid not accompanied by a Bid Security and Bid Securing Declaration, where this is a requirement of bidding, 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.

Currency

Tenders should be priced in United States Dollars. The currency of evaluation will be United States Dollars. Bidders must indicate their foreign component and local component separately.

NB. The foreign component will be paid directly to the foreign supplier and local component (duty and other charges) shall be paid using the prevailing auction rate 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 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 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 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.

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Bid:	

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

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

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

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

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

Bid Authorised by:

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

PART 2: STATEMENT OF REQUIREMENTS

Name of Bidder:	
Bidder's Reference Number:	

List of Goods and Price Schedule

Currency of Bid:.....

Item No ¹	Description of Goods	Quantity ²	Unit Price ³	Total Price ⁴
			<i>[to be provided by the Bidder]</i>	<i>[to be provided by the Bidder]</i>
Lot 1	Toyota Fortuner	2		
Lot 2	Toyota Hilux 2.8 GD6 (4x4)	6		

AS PER BELOW SPECIFICATION SHEET.

Toyota Hilux 2.8GD6 Double Cab DG4N 2021 Facelift		Please fill-in
Number of Cabs	Double	Yes /No
Engine capacity	2.8 L	Yes /No
Transmission	6 M/T Manual Transmission 4 x 4	Yes /No
Min ground clearance	294mm	Yes /No
Towing capacity	At least 2.000kg	Yes /No
Engine type	Diesel Engine	Yes /No
Fuel Capacity	At least 80 Ltr tank	Yes /No
Type of seats	Separate front seats	Yes /No
Bumpers-colour painted	Front Cow catcher chrome-plated the brand of the vehicle. Chrome front grill	Yes /No
	Rear step Bumper	Yes /No
Steering	Power steering	Yes /No
	Engine oil indicator	Yes /No
Locks	Differential lock	Yes /No
Tyre	265/65 R17 (for 4x4)	Yes /No

PART 2 STATEMENT OF REQUIREMENTS

dimensions		
Wheels	Alloy wheels 17'' rims	Yes /No
	Spare wheel (complete) x1 (Alloy)	Yes /No
	Spare wheel lock	Yes /No
Interior	<p>Interior:</p> <p>Radio AM/FM, MP3, CD/DVD</p> <p>Multimedia touch screen 7" (17.7 cm)</p> <p>Reverse camera (back monitor) and sensors</p> <p>6 speakers</p> <p>Auxiliary input USB & AUX with video</p> <p>2 power sockets 12V</p> <p>Front cool box</p> <p>Power windows auto up/down (all)</p> <p>Window jam protection (all)</p> <p>Glove box with key and damper</p> <p>Multi information display (Colour TFT)</p> <p>Automatic air conditioner*</p> <p>Leather seats*</p> <p>Leather door trim*</p> <p>Power seat adjustment</p>	
Exterior	<p>LED type main headlamps*</p> <p>Auto levelling main headlamps*</p> <p>Smart entry & Start system ("keyless" entry & start)</p> <p>Automatic light control</p> <p>Follow me home lighting system</p> <p>Outside mirrors electrically adjustable & retractable</p> <p>LED type front fog lamps*</p> <p>Day-time running lights</p>	
Vehicle colour	Various	Yes /No
Multi-Information Display	DOT type	Yes /No
Mirrors	Electronic adjusted	Yes /No
Windows	Electric powered	Yes /No
Doors	Wireless door lock	Yes /No
Doors-Exterior	Power door lock (auto/speed sensitive)	Yes /No

PART 2 STATEMENT OF REQUIREMENTS

Steps	Exterior side steps	Yes /No
	Rear steps	Yes /No
Driving Indicator	Economy	Yes /No
Interior	Leather seats	Yes /No
	Rubber floor mats	Yes /No
	Tow hitch	Yes /No
	Antiroll bar	Yes /No
Accessories	Radio/plays. All type of devices, reflective triangles, fire extinguishers, jack and wheel spanner	Yes /No
Warranty	Warranty should be a minimum of one year from the date of hand over	Yes/No

Toyota Fortuner 2.8GD6 SUV FG4M 2021 FACELIFT		Please fill-in
Number of Cabs	SUV	Yes /No
Engine capacity	2.8 L	Yes /No
Transmission	6 M/T Manual Transmission 4 x 4	Yes /No
Canopy	With Canopy-Metallic/ Silver grey	Yes /No
Min ground clearance	294mm	Yes /No
Towing capacity	2.000kg	Yes /No
Engine type	Diesel Engine	Yes /No
Fuel Capacity	80 Ltr tank	Yes /No
Type of seats	Separate front seats	Yes /No
Bumpers-colour painted	Front Cow catcher chrom plated the brand of the vehicle	Yes /No
	Rear step Bumper	Yes /No
Steering	Power steering	Yes /No
	Engine oil indicator	Yes /No
Locks	Differential lock	Yes /No
Tyre dimensions	205 R 16C	Yes /No
Wheels	Alloy wheels 17'' rims	Yes /No
	Spare wheel (complete) x1 (Alloy)	Yes /No
	Spare wheel lock	Yes /No
Multi- Information Display	DOT type	Yes /No
Mirrors	Electronic adjusted	Yes /No
Windows	Electric powered	Yes /No
Doors	Wireless door lock	Yes /No
Doors- Exterior	Power door lock (auto/speed sensitive)	Yes /No
Steps	Exterior side steps	Yes /No
	Rear steps	Yes /No
Radio	AM/FM, MP3, CD	Yes /No
Driving Indicator	Economy	Yes /No
Interior	Leather interior	Yes /No
	Rubber flow mates	Yes /No

PART 2 STATEMENT OF REQUIREMENTS

	Tow hitch	Yes /No
	Antiroll bar	Yes /No
Accessories	Radio/plays. All type of devices, reflective triangles, fire extinguishers, jack and wheel spanner	Yes /No
Warranty	Warranty should be a minimum of one year from the date of hand over	Yes/No

NB:

Note 1: The description or quantity must indicate the unit of measure where relevant.

Note 2: Unit and total prices must be for delivery through to the final destination stated in Part 1.

Note 3: TIMB reserves the right to amend the quantities at contract stage.

Note 4: Bidders must submit current proof of dealership with Original Equipment Manufacturer (OEM). Failure to submit will lead to automatic disqualification.

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	Qty	UOM	Delivery Date Required by Procuring Entity and applicable INCOTERM	Bidder's offered Delivery period
					<i>{to be provided by the Bidder}</i>
Lot 1	Toyota Fortuner	2	Each	6 weeks CIF Harare	
Lot 2	Toyota Hilux 2.8 GD6 (4x4)	6	Each	6 weeks CIF Harare	

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

The site for delivery of the goods is :	<i>Tobacco Industry and Marketing Board 429 Gleneagles Road Southerton Harare Zimbabwe</i>
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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:

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)]

<i>a</i>	<i>B</i>	<i>c</i>
Item No	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered <u>and</u> compliance of items to detail in column b}
	As per attached specification sheet	

Toyota Hilux 2.8GD6 Double Cab DG4N 2021 Facelift		Please fill-in
Number of Cabs	Double	Yes /No
Engine capacity	2.8 L	Yes /No
Transmission	6 M/T Manual Transmission 4 x 4	Yes /No
Min ground clearance	294mm	Yes /No
Towing capacity	At least 2.000kg	Yes /No
Engine type	Diesel Engine	Yes /No
Fuel Capacity	At least 80 Ltr tank	Yes /No
Type of seats	Separate front seats	Yes /No
Bumpers-colour painted	Front Cow catcher chrome-plated the brand of the vehicle. Chrome front grill	Yes /No
	Rear step Bumper	Yes /No
Steering	Power steering	Yes /No
	Engine oil indicator	Yes /No
Locks	Differential lock	Yes /No
Tyre	265/65 R17 (for 4x4)	Yes /No

PART 3 CONTRACT

dimensions		
Wheels	Alloy wheels 17'' rims	Yes /No
	Spare wheel (complete) x1 (Alloy)	Yes /No
	Spare wheel lock	Yes /No
Interior	<p>Interior:</p> <p>Radio AM/FM, MP3, CD/DVD</p> <p>Multimedia touch screen 7" (17.7 cm)</p> <p>Reverse camera (back monitor) and sensors</p> <p>6 speakers</p> <p>Auxiliary input USB & AUX with video</p> <p>2 power sockets 12V</p> <p>Front cool box</p> <p>Power windows auto up/down (all)</p> <p>Window jam protection (all)</p> <p>Glove box with key and damper</p> <p>Multi information display (Colour TFT)</p> <p>Automatic air conditioner*</p> <p>Leather seats*</p> <p>Leather door trim*</p> <p>Power seat adjustment</p>	
Exterior	<p>LED type main headlamps*</p> <p>Auto levelling main headlamps*</p> <p>Smart entry & Start system ("keyless" entry & start)</p> <p>Automatic light control</p> <p>Follow me home lighting system</p> <p>Outside mirrors electrically adjustable & retractable</p> <p>LED type front fog lamps*</p> <p>Day-time running lights</p>	
Vehicle colour	Various	Yes /No
Multi-Information Display	DOT type	Yes /No
Mirrors	Electronic adjusted	Yes /No
Windows	Electric powered	Yes /No
Doors	Wireless door lock	Yes /No
Doors-	Power door lock (auto/speed sensitive)	Yes /No

PART 3 CONTRACT

Exterior		
Steps	Exterior side steps	Yes /No
	Rear steps	Yes /No
Driving Indicator	Economy	Yes /No
Interior	Leather seats	Yes /No
	Rubber floor mats	Yes /No
	Tow hitch	Yes /No
	Antiroll bar	Yes /No
Accessories	Radio/plays. All type of devices, reflective triangles, fire extinguishers, jack and wheel spanner	Yes /No
Warranty	Warranty should be a minimum of one year from the date of hand over	Yes/No

Toyota Fortuner 2.8GD6 SUV FG4M 2021 FACELIFT		Please fill-in
Number of Cabs	SUV	Yes /No
Engine capacity	2.8 L	Yes /No
Transmission	6 M/T Manual Transmission 4 x 4	Yes /No
Canopy	With Canopy-Metallic/ Silver grey	Yes /No
Min ground clearance	294mm	Yes /No
Towing capacity	2.000kg	Yes /No
Engine type	Diesel Engine	Yes /No
Fuel Capacity	80 Ltr tank	Yes /No
Type of seats	Separate front seats	Yes /No
Bumpers-colour painted	Front Cow catcher chrom plated the brand of the vehicle	Yes /No
	Rear step Bumper	Yes /No
Steering	Power steering	Yes /No
	Engine oil indicator	Yes /No
Locks	Differential lock	Yes /No
Tyre dimensions	205 R 16C	Yes /No
Wheels	Alloy wheels 17'' rims	Yes /No
	Spare wheel (complete) x1 (Alloy)	Yes /No
	Spare wheel lock	Yes /No
Multi- Information Display	DOT type	Yes /No
Mirrors	Electronic adjusted	Yes /No
Windows	Electric powered	Yes /No
Doors	Wireless door lock	Yes /No
Doors- Exterior	Power door lock (auto/speed sensitive)	Yes /No
Steps	Exterior side steps	Yes /No
	Rear steps	Yes /No
Radio	AM/FM, MP3, CD	Yes /No
Driving Indicator	Economy	Yes /No

Interior	Leather interior	Yes /No
	Rubber floor mats	Yes /No
	Tow hitch	Yes /No
	Antiroll bar	Yes /No
Accessories	Radio/players. All type of devices, reflective triangles, fire extinguishers, jack and wheel spanner	Yes /No
Warranty	Warranty should be a minimum of one year from the date of hand over	Yes/No

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 may include technical literature to positively support the details provided in column c.**

Declaration by the Accounting Officer

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

.....
DR A. E. MATIBIRI
Chief Executive Officer

PART 3 CONTRACT

Contract Agreement

Procurement Reference:

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

BETWEEN

- (1) *(TIMB)* a corporate body established by the (Chapter 21:04) having its principal offices at (hereinafter called “the Procuring Entity”), and
- (2) *[TBA]*, 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 the supply and delivery of operational vehicles and has accepted a Bid by the Contractor for the supply of those Goods and Services in the sum of *[TBA]* (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;
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 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: <i>[Title or other appropriate designation]</i>

For and on behalf of the Contractor

Signed:
Name:
In the capacity of: <i>[Title or other appropriate designation]</i>

General Conditions of Contract

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

Special Conditions of Contract

Procurement Reference Number:

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

GCC reference	Special Conditions
GCC 7.5	Eligible Countries: All countries are eligible.
GCC 8.1	<p>Notices: 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:</p> <p>E-Mail:</p> <p>For the Contractor, the address shall be as given in the Bid and the contact shall be <i>{state name of contact}</i></p>
GCC 19.1	<p>Liquidated Damages: Liquidated Damages in terms of section 88 of the Act shall apply. In the case of delays in the delivery of goods, the Contractor will be liable to pay damages of 0.5% of contract price per week of delay up to a maximum of 10% of contract value. If 10% is exceeded, the contract may be cancelled</p> <p>NB. The contractor will not be charged liquidated damages when the delay in delivery or performance is beyond the contractor's control and is not caused by fault or negligence on the part of the contractor.</p>

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. Suitable Export packaging.</p> <p>The documents to be furnished by the Contractor are:</p> <ol style="list-style-type: none"> 1. A negotiable bill of lading when the goods are coming by sea 2. An airway bill, when the goods are coming by Air 3. A road consignment note, when the goods are coming by road 4. Insurance certificate, <p><u>For Goods from outside Zimbabwe</u></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> <ol 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>pre-shipment inspection is not required</i>];

GCC reference	Special Conditions
	<p data-bbox="320 315 839 344">For Goods From Within Zimbabwe</p> <p data-bbox="320 387 1449 461">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 data-bbox="347 499 1541 1055" style="list-style-type: none"><li data-bbox="347 499 1541 611">(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 data-bbox="347 645 1541 763">(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 data-bbox="347 797 1541 875">(iii) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;<li data-bbox="347 909 1541 947">(iv) four copies of the packing list identifying contents of each package;<li data-bbox="347 981 1541 1055">(v) one original of the manufacturer's or Contractor's Warranty certificate covering all items supplied; <p data-bbox="320 1093 1541 1205">The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Contractor will be responsible for any consequent expenses.</p>

GCC reference	Special Conditions
GCC 22.1	Insurance: The Goods shall be insured in accordance with the specified Incoterms.
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: 100% inspection on technical compliance.
GCC 24.1	Performance security: Not Applicable
GCC 24.4	Reduction of performance security. Not Applicable
GCC 25.1	Warranty: The period of the warranty shall be a minimum of 3 years or 150 000km.
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 30 days .
GCC 29.1	<p>Price adjustments: The following price adjustments are applicable.</p> <p>When the application of price adjustment would modify the initial price by more than twenty per centum or would modify the balance owing under the contract by more than twenty per centum, the procuring entity may terminate the contract</p>
GCC 30.1	<p>Terms of Payment: The structure of payments shall be:</p> <p>Acceptance: The Contract Price shall be paid to the Contractor within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p> <p>In the event that advance payment is required, the Contractor must avail a bank guarantee of the equivalent amount from a reputable registered commercial bank redeemable in Zimbabwe.</p>
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 for domestic bidders and \$ for International bidders