



Creating a level playing field

POSTAL AND TELECOMMUNICATIONS REGULATORY AUTHORITY OF ZIMBABWE (POTRAZ)

DOMESTIC COMPETITIVE BIDDING DOCUMENT: TENDER NUMBER POTRAZ/DOM/23/2020: SUPPLY AND DELIVERY OF 140 IPECS LIP-9071 TELEPHONE HANDSETS.

SUBMISSION DATE OF DEADLINE : 15 DECEMBER 2020

SUBMISSION DEADLINE TIME : 1000HRS

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Part 1: BIDDING PROCEDURES

References

References to the Act are to the Public Procurement and Disposal of Public Assets Act [Chapter22:23] 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.

Introduction

The Postal and Telecommunications Regulatory Authority of Zimbabwe is inviting domestic bidders that are reputable, suitably qualified with traceable references, to participate in the tender for the supply and delivery of telephone handsets as more fully described in the statement of requirements. Valid tenders submitted in accordance with the instructions to bidders and received on or before the stated deadline will be assessed, based on the eligibility and award criteria set out in this part. Bidders are requested to review the bidding document in detail and ensure they have addressed all the relevant requirements in their proposal.

Minimum Eligibility and Qualification Criteria

Eligibility and qualifications will be evaluated on a pass or fail basis

Subject	Criteria	Documentation Required
Legal Status	Vendor must be a legally registered entity	Company Registration Documents -Certificate of Incorporation OR (Company registration documents showing company name and year of incorporation) -CR14 OR (Company registration documents showing the details of directors) -CR6 OR (Company registration documents showing physical address of the entity)
Legal eligibility	Bidder must confirm eligibility in terms of section 28(1) of the Regulations. Bidder must not be debarred from bidding and must not be conflicted in relation to this procurement.	Signed bid submission sheet -Bidders that do not sign the bid submission sheet will be deemed not agreeable with the stated terms and conditions hence will be disqualified. The bid submission sheet should be signed by persons authorised to sign documents on behalf of the company
Bankruptcy	Bidder must not be insolvent, in receivership, bankrupt or being wound up, not have had business activities suspended	-Declaration by completing and signing the bid submission sheet in this part

Subject	Criteria	Documentation Required
	and not be the subject of legal proceedings for any of these circumstances	
Taxes and Social Security Requirements	Bidders should have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe.	-Valid tax clearance certificate -Valid NSSA registration certificate or proof of NSSA payments
Conflict of Interest	Bidders must not be debarred from participation in public procurement under section 72 (6) of the Act and section 74 (1)(c) (d) (e) of the Regulations or declared ineligible under section 99 of the Act	-Declaration by completing and signing the bid submission sheet in this part.
PRAZ registration	Bidder must be registered with the Procurement Regulatory Authority of Zimbabwe and should have paid the applicable Supplier registration fees set out in Part III of the fifth schedule of the Regulation for domestic bidders. Details for registration and applicable fees are available on www.praz.gov.zw	-Proof of PRAZ registration under the relevant category
Bid Security	Bidders are required to pay bid security of ZW\$30,000.00	-Receipt from PRAZ or bid security from a registered commercial bank.
Bid Validity	Bids are required to remain valid for 60 days from the closing date of the tender	-To state bid validity period on the bid submission sheet
SPOC Fees	This procurement requirement is not subject to SPOC review.	-Not subject to SPOC review.
Qualification and Experience		
References	Minimum of 3 references from reputable companies which bidder has been in business with within the past three years	-3 or more signed and dated letters of reference from companies which bidder has supplied similar goods
Proof of capacity and experience	Minimum of two contracts on supply of telephones handsets with values of at least in the amount of financial offer of	Submit proofs -Contracts/Purchase Orders awarded and executed

Subject	Criteria	Documentation Required
	the bidder for this procurement requirement	
Certificates and Licences	<p>The bidder must be an authorised dealer of the brand of telephone handsets being offered.</p> <p>NB: POTRAZ will conduct independent verification on all submitted certifications with the Original Equipment Manufacturers and will disqualify all bidders that would have submitted unverifiable evidence.</p> <p>Bidders submitting fake dealership or partnership letters risk being reported for debarment from participating in public procurement.</p>	<p>-Valid official dealership authorisation letters/certificates from the Original Equipment Manufacturer and or Authorised distributors within the supply chain for the year 2019 or 2020</p> <p>-The Postal and Telecommunications Regulatory Authority of Zimbabwe Dealership Certificate.</p>
After Sales Support	Bidder must give full details of after sales support centres.	-List of service centres and their location
Premises Inspections	<p>POTRAZ reserves the right to inspect the bidders` operating premises to verify capacity to deliver (warehouse and offices inspections). POTRAZ may disqualify a bidder if the premises fail to meet the minimum required standards as per its vendor verification checklist.</p>	-Bidder to submit physical address of operating premises
POTRAZ reference	<p>POTRAZ will be the first reference for all bidders that have been awarded orders or contracts by POTRAZ before. Bidders that have previously supplied counterfeit <u>goods/software will be rejected.</u></p> <p>All bidders with pending orders that have not been fulfilled may be rejected for purposes of risk management.</p>	-Bidder to declare previous dealings with POTRAZ.

Administration Fees for Bids Subject to Review by the Special Procurement Oversight Committee

This procurement requirement will not be subject to SPOC review hence bidders are not required to pay SPOC fees.

You are advised to carefully read the complete Bidding Document, as well as the General Conditions of Contract which are available on PRAZ's website: www.praz.gov.zw 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.

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 **10 December 2020** and should be sent to:

The Procurement Manager

POTRAZ

1008 Performance Close,

Mt Pleasant Business Park,

Harare.

Or on email to *muhlachwa@potraz.gov.zw / pmu@potraz.gov.zw*

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.

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 **sixty (60) days**, from the deadline for the submission of bids.

Submission of Bids

Bids must be submitted in writing in a sealed envelope to the address below, no later than the date and time of the deadline below. It is the Bidder's responsibility to ensure that they receive a receipt confirming submission of their Bid 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. Bidder must prepare one original of the documents comprising the Bid and clearly mark it “ORIGINAL.” In addition, the Bidder must submit two (2) 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. Sealed bids are to be placed in a marked tender box situate at the POTRAZ main reception during working hours on weekdays.

Submission Deadline: 15 December 2020 **Time:** 10:00 CAT
Submission Address: POTRAZ Head Office
1008 Performance Close
Mt Pleasant Business Park, 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.

Delivery Requirements

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

Bid Prices and Discounts

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

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

- i) the price of the Goods and the cost of delivery to the final destination, which is POTRAZ Head Office, Harare
- ii) the custom duties to be paid on the Goods on entry in Zimbabwe
- iii) any other applicable import taxes;
- iv) any sales and other taxes due within Zimbabwe which will be payable on the Goods, if not already included;

- v) any rebate or mark-up of the local agent or representative.

Refundable Bid Security

The Bidder must include a bid security of **ZW\$30,000.00**

The bid security can be submitted in either of the following formats;

Option 1 --- A certified Bank Cheque addressed to POTRAZ and shall be valid throughout the bid validity period.

Option 2 --- A Bank Guarantee endorsed by a registered commercial bank or building society.

Please note: if this option is preferred, the required bid security should include the following features in order for it to be considered valid:

- i) Letterhead of a registered commercial bank or building society (i.e. the guarantor of the bid security /surety).
- ii) The heading clearly stating that it is a security bond.
- iii) Purpose of the bond to be clearly stated.
- iv) The date when the common seal of the said surety was effected to be indicated.
- v) Conditions of the said obligation to be stated.
- vi) The physical address of the guarantor to be stated.
- vii) The validity period of the bids bond to be clearly stated.
- viii) Signature of guarantor and the date when it was endorsed to be clearly shown
- ix) It must be an original document and date stamped.

Option 3 --- A Cash Deposit to the Procurement Regulatory Authority of Zimbabwe (PRAZ)

If Option 3 is chosen, bidders must also submit proof of payment to PRAZ of non-refundable cash bid bond establishment fee of **ZWL\$12,000.00** in line with the Public Procurement and Disposal of Public Assets (General) (Amendment) Regulations, 2020 (No.2).

Any Bid not accompanied by a Bid Security will be rejected by POTRAZ 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 must be in the names of all intended partners.

Review by the Special Procurement Oversight Committee

Section 54 of the Act provides for review by the Special Procurement Oversight Committee (SPOC) for certain valuable contracts. This requirement is not subject to review by the SPOC.

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 Regulations, and to ensure that the bidder is suitably qualified to execute the contract.

2. Technical evaluation to determine compliance to the specifications in the Statement of Requirements. Bidder`s offers MUST be FULLY compliant to the requirements.
3. Commercial evaluation
4. Financial evaluation and comparison to determine the most economically advantageous prices.

NB: POTRAZ reserves the right to reject unrealistically lower prices.

NB: Bidders that are fully compliant to administrative and technical specifications will be further evaluated on commercial offerings. Bids failing at preliminary and technical evaluation stage will be eliminated and not considered in subsequent stages. In detail below is the evaluation criteria: The evaluation of the bid will take into account, in addition to the Bid Price, the following criteria and methodologies

Criteria	Weighting	Outcome
Mandatory preliminary requirements	Qualification/Elimination	Failure to be substantially responsive to the technical specifications will result in elimination.
Evaluation of Technical Requirements	Qualification/ Elimination	Failure to be fully responsive to the technical specifications will result in elimination.
Delivery Period:	5 weeks and below	Bidder offering lead times longer than 5 weeks will be eliminated
Price	Ranking	Substantially responsive bidders offering the least price will be recommended for contract award.

Currency of Bids

Bids shall be priced in United States Dollars (US\$). Please also note that payments shall be effected in Zimbabwean Dollars (ZW\$) using the RBZ action rate of the day.

Applicable Taxes

The tax laws of Zimbabwe shall apply to this contract. It is the responsibility of the bidders to acquaint themselves with the taxes applicable for this contract.

Award of Contract

The lowest evaluated bid, after the application of all evaluation criteria as indicated above, 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 or date of order

placement, whichever is earlier, in accordance with Part 3: Contract. Unsuccessful Bidders will receive notification of the tender results. If they consider they have suffered prejudice from the process, they may, within 14 days of receiving the notification, submit to POTRAZ 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 **ZWL\$12,000.00**, payable to the Procurement Regulatory Authority of Zimbabwe.

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. POTRAZ 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.....

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 declare that we do not have a conflict of interest in relation to this procurement and we are not debarred from participating in public procurement. We declare that we are not involved in bankruptcy or receivership proceedings, and there is no judgement or pending legal action against us that could impair our operations in the foreseeable future. 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:/...../...../.....
Authorised for and on behalf of:	
Company	
Address:	

Part 2: STATEMENT OF REQUIREMENTS

List of Goods and Price Schedule

NAME OF BIDDER

BIDDER'S REFERENCE NUMBER

CURRENCY OF BID.....

Item No¹	Description of Goods	Quantity	Unit Price	Total Price
			[to be provided by the Bidder]	[to be provided by the Bidder]
1	IPECS LIP – 9071 Telephone handsets with touch screens, Bluetooth and Wi-Fi.	140		
	Total			

Note 1: Unit and total prices must be for delivery to POTRAZ Head Office, Harare stated in Part 1.

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

Delivery Schedule

NAME OF BIDDER

BIDDER'S REFERENCE NUMBER

{Note to Bidders: If the delivery period offered, or any other details, differ from the requirements below, this should be stated in your tender}.

Item No	Description of Goods	Qty	UOM	Delivery Date and applicable INCOTERM	Bidder's offered Delivery period
1	IPECS LIP – 9071 Telephone handsets with touch screens, Bluetooth and Wi-Fi	140	each	Maximum five weeks from date of order: Delivery Duty Paid (DDP); POTRAZ HQ No 1008 Performance Close; Mt Pleasant Harare	

The delivery period required is measured from the date of order placement or the signing of the Contract between the Procuring Entity and the Bidder; whichever comes first.

The Site for delivery of the goods is

**POTRAZ Head Office
1008 Performance Close
Mt Pleasant Business Park
Harare
Zimbabwe**

Technical Specification and Compliance Sheet

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

A	B	C
Item No	Item description and full technical Specification required (including applicable standards)	Indicate full specifications of items you are offering
1	IPECS LIP – 9071 Telephone handsets with touch screens, Bluetooth and Wi-Fi	
2	Attach Technical Data Sheets/Product Brochures	

General Requirements

The telephone handsets must be delivered in their appropriate boxes with appropriate cushioning against damage in storage and in transit

The telephone hands must be brand new and original. Gray products will not be accepted. Please note that POTRAZ will initiate debarment proceedings on any bidders that supply gray products and fake licences.

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.*

Declaration by the Accounting Officer

I declare that the procurement is brand specific since POTRAZ already have a PABX of the same brand.

.....
DR.G.K. MACHENGETE
DIRECTOR GENERAL

PART 3: CONTRACT

NB: This part is not for completion at this time, but shall be for familiarisation purposes and shall only be concluded with the winning bidder following contract award.

CONTRACT AGREEMENT

Procurement Reference:

THIS CONTRACT AGREEMENT is made the _____ day of ____/____/2020.

BETWEEN

- (1) The Postal and Telecommunications Regulatory Authority of Zimbabwe, hereinafter referred to as “POTRAZ”, a statutory body established in terms of section 3 of the Postal and Telecommunications Act and having its principal place of business at 1008 Performance Close, Mt Pleasant Business Park, Mt Pleasant, Harare (hereinafter called “the Procuring Entity”), and
- (2) _____, a corporation incorporated under the laws of Zimbabwe and having its principal place of business at _____ (hereinafter called “the Contractor”).

WHEREAS the Procuring Entity invited Bids for the supply and delivery of 140 IPECS LIP – 9071 Telephone handsets with touch screens, Bluetooth and Wi-Fi and has accepted a Bid by the Contractor for the supply of these goods in the sum of _____ (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 POTRAZ 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 Schedules;
 - (f) POTRAZ’s Notification of Contract Award;
 - (g) Any other documents as may be relevant

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 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 POTRAZ

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>

PART 3: CONTRACT

General Conditions of Contract

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

Special Conditions of Contract

Procurement Reference Number:

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

GCC REFERENCE	SPECIAL CONDITIONS
GCC 7.5	Eligible Countries: Zimbabwean Companies only.
GCC 8.1	<p>Notices: Any notice shall be sent to the following addresses: Postal and Telecommunications Regulatory Authority of Zimbabwe 1008 Performance Close Mount Pleasant Business Park Harare Contact shall be Dr. G. K. Machengete in his capacity as Director General For the Contractor, the address shall be as given in the Bid and the contact shall be</p> <p>_____</p>
GCC 11.4	<p>Price adjustment: Price adjustments will only be allowable if they meet the following conditions, and notwithstanding the provision of Section 80 and 81 of the ACT, As read with Section 62 of the (General) Regulations.</p> <p>(a) increases or decreases in the cost of materials, labour, and energy; provided that these are necessitated by statutory changes, exchange rate fluctuations or rates of import duty and VAT (for imported materials) or changes in labour costs as a result of collective bargaining agreements in terms of the Labour Act.</p> <p>(b) Any price adjustment permissible in terms of 23.1(a) above will be reviewed on the particular line items affected by the relevant increases, and if granted, will only be allowable within or up to the percentage increase necessitated by the statutory changes, exchange rate fluctuations, rates of customs duties or changes in labour costs, as applicable.</p> <p>(c) Price adjustments shall not be permissible when the changes have become necessary due to the Supplier`s own delays, except where extension of the performance or delivery periods have been agreed by both</p>

GCC REFERENCE	SPECIAL CONDITIONS
	<p>parties in the form of a signed addendum.</p> <p>(d) Any price adjustments shall only be valid if authorised in the form of an addendum</p> <p>(e) 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 POTRAZ may terminate the contract.</p>
GCC 19.1	<p>Liquidated Damages:</p> <p>Liquidated Damages in terms of section 88 of the Act shall apply. In the event of delay in performance obligations or as per the delivery schedule for which the contractor is solely responsible, the contractor shall be liable to payment of liquidated damages at a rate of 0.05% of the contract price per each week of delay, up to maximum of 10%. For calculating such Liquidated Damages, a grace period of five days shall be observed, and the Contract Schedule shall be extended by any additional time caused by reasonable delays outside the sole control of Contractor or delay not caused by the Contractor, including force majeure. It shall be the responsibility of the Contractor, to promptly notify the Buyer of any reasonable conditions beyond the Contractor's control, impeding the performance of the contract.</p>
GCC 21.2	<p>Packing, Marking and Documentation: The goods shall meet the following packing requirements in addition to the general requirements stated in GCC clause 21.1</p> <p>Upon or before delivery of the cellphones, the contractor shall notify POTRAZ in writing and deliver the following documents to POTRAZ;</p> <ol style="list-style-type: none"> a. One original and copy of the Contractor's invoice, showing the POTRAZ details, the Contract number and order number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and should be VAT compliant. b. Commercial warranty document of the manufacturer and/or authorised dealer/distributor of the manufacturer. c. Operation and maintenance manuals written in the English Language.
GCC 22.1	<p>Insurance: The Goods shall be fully insured against any loss in transit until they have been delivered and accepted by the Buyer.</p>
GCC 23.1 & 23.2	<p>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: any pre – shipment inspections, in transit or customs inspections at ports of entry or exit.</p>
GCC 24.1	<p>Performance security: The Contractor shall provide a performance security of 10% of the Contract Price. The performance security shall be denominated in Zimbabwean Dollars and issued by a Bank located in</p>

GCC REFERENCE	SPECIAL CONDITIONS
	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. The security must be provided no later than 15 days after the bidder receives the award letter by POTRAZ.
GCC 24.4	Reduction of performance security The Performance Security may be progressively reduced in line with the Contractor's progress in delivering the cellphones to which the security relates.
GCC 25.1	Warranty: The contractor shall warrant the goods against any deficiency or any other problem for a period of twelve (12) months.
GCC 25.6	Failure to remedy a defect: The period allowed to the Contractor to remedy a defect during the period of the Warranty shall be 14 days. If during the 14 days it is foreseen that the goods or items/parts cannot be repaired and the malfunction is not the fault of the operator, corresponding functional items/parts should be provided until the goods are repaired.
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 ZWL\$12,000.00

