

**BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF LAPTOPS  
PROCUREMENT REFERENCE NO: POTRAZ/DOM/01/01/2022**



*Creating a level playing field*

**POSTAL AND TELECOMMUNICATIONS REGULATORY  
AUTHORITY OF ZIMBABWE (POTRAZ)**

# **STANDARD BIDDING DOCUMENT**

## **for the**

### **PROCUREMENT OF LAPTOPS**

Tender No.: **POTRAZ/DOM/01/01/2022**

Closing Date: **JANUARY 20, 2022**

Time: **10:00hrs**

Publication Date: **JANUARY 14, 2022**

**BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF LAPTOPS  
PROCUREMENT REFERENCE NO: POTRAZ/DOM/01/01/2022**

**Standard Bidding Document for the: Supply and Delivery of Laptops**

**Procurement Reference No: POTRAZ/DOM/01/01/2022**

**Procuring Entity: POSTAL AND TELECOMMUNICATIONS  
REGULATORY AUTHORITY OF ZIMBABWE (POTRAZ)**

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## **PART 1: BIDDING PROCEDURES**

### **References:**

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 laptops as more fully described in the statement of requirements. Valid bids 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 this bidding documents in detail and ensure they have addressed all the relevant requirements in their proposal.

Reference is made 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.

### **Procurement Reference Number: POTRAZ/DOM/01/01/2022**

#### **1.1. Preparation of Bids**

You are requested to bid for the supply of the goods specified in the Statement of Requirements below, by completing and returning the following documentation:

- 1.1.1. the Bid Submission Sheet in this Part.
- 1.1.2. the Statement of Requirements in Part 2.
- 1.1.3. Local Bidders **MUST** be registered with PRAZ on the relevant category in line with Section 4.2 of the PPDPA Regulations (S.I.5 of 2018) (attach proof of registration either a copy letter from PRAZ or copy of the government gazette). Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe. Foreign Companies shall be required to register with PRAZ upon confirmation of award before contracting.
- 1.1.4. A bid security or bid bond in the format specified in this Part.
- 1.1.5. Three (3) copies of your proposal / bidding documents **must** be delivered to the POTRAZ, in Harare, Zimbabwe by the closing date and time advertised. The original document of the three copies to be submitted must be clearly marked Original. The winning bidder(s) will be requested to immediately submit a soft copy (in PDF format) of their bid upon receipt of the award letter.
- 1.1.6. Local bidders **must** be registered with the Zimbabwe Revenue Authority (ZIMRA) and **must** submit a Current Tax Clearance Certificate as proof of ZIMRA Registration.
- 1.1.7. Tenderers **must** submit Company Profile indicating their physical address and directorship. Tenderers are also required to submit company registration papers (CR14, Certificate of Incorporation and CR6). Foreign company **must** also submit their Company Registration papers.
- 1.1.8. Local bidders **must** be registered with the National Social Security Authority (NSSA) and **must** submit a valid NSSA Clearance Certificate. Failure to submit a valid NSSA Clearance Certificate will lead to automatic disqualification.

You are advised to carefully read the complete Bidding Document, as well as the General Conditions of Contract which are available on the Authority's website, before preparing your Bid. Part 3:

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Contract is provided not for completion at this stage but to enable Bidders to note the Contract terms they will enter if their Bid is successful.

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

**1.2. Lots and Packages**

- a) The requirement is not divided into Lots. The award shall be made to the lowest bidder(s) to specification with the laptops ex-stock.

**1.3. Number of bids allowed**

No Bidder may submit more than one bid, either individually or as a joint venture partner in another Bid, except as a subcontractor. Where the procurement is divided into lots and packages, only one Bid can be submitted. A conflict of interest will be deemed to arise if bids are received from more than one Bidder owned, directly or indirectly, by the same person.

**1.4. Clarification**

Clarification of the bidding document shall only be entertained before **January 18, 2022**, addressed to the following details: -

**The Procurement Management Unit  
POTRAZ  
1008 Performance Close  
Mt Pleasant Business Park  
Mt Pleasant  
Harare  
Email: pmu@potraz.gov.zw**

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

***NB: It shall be the responsibility of the potential bidders to ensure that any clarification emails are confirmed receipt by the procuring entity.***

**1.5. Validity of Bids**

A Bid Validity of 60 days **Must** be stated. Failure to state Bid Validity will lead to automatic disqualification. POTRAZ may seek extension of bid validity before the expiring of the 60-day period to allow finalization of the tender process.

**1.6. Payment Terms**

Bidders **must** clearly state payment terms. A maximum advance payment of **50%** shall be made to the winning bidder for the execution of this tender upon submission of an Advance Payment Bond from a Commercial Bank. Failure to state payment terms will lead to automatic disqualification. Bidders should note that preference may be given to Bidders with the most favourable trade finance terms.

**1.7. Verifiable Reference Letters**

Bidders **must** submit 3 Verifiable Reference Letters on Client's Letterhead where similar works were done in the last five years. Failure to submit Reference Letters will lead to disqualification.

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POTRAZ evaluation committee will carry out a due diligence exercise to verify one, several or all the projects listed by contactors as well as the quality of work done. This exercise will be conducted only on shortlisted bidders.

**1.7.2. POTRAZ Reference**

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 goods/software will be rejected. Bidder **must** declare previous dealings with POTRAZ.

Previous performance by Suppliers on POTRAZ contracts may be considered during evaluation of this tender.

**1.8. Bankruptcy**

Bidder **must** 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. Bidder **must** sign bid submission sheet provided and **must** attach Letter from **Bankers OR Lawyers** in testament that the bidder is not subject to any legal proceedings.

**1.9. 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. Bidder must declare non- debarment and non-conflict of interest by completing and signing the bid submission sheet in this part.

**1.10. Certificates and Licences**

The bidder **must** be an authorised dealer of the brand of laptops and desktops being offered. Valid official dealership authorisation letters/certificates from the Original Equipment Manufacturer and or Authorised distributors within the supply chain for the brand being offered **must** be submitted without failure.

POTRAZ may conduct independent verification on all submitted certifications with the Original Equipment Manufacturers and will disqualify all bidders that would have submitted unverifiable evidence. Bidders submitting fake dealership or partnership letters risk being reported for debarment from participating in public procurement.

**1.11. Delivery Requirements**

The Tender is targeted to ex-stockholders of the Laptops. POTRAZ shall carry out stock verification exercise, as such Bidders must state number laptops available ex-stock. However, a maximum delivery period of **6 weeks** from date of contract signature may be acceptable if there are no ex-stockholder of the Laptops. Delivery period **must** be clearly stated. Preference may be given to the bidder with the earliest delivery period.

**1.12. After Sales Support**

Bidder **must** give full details of after sales support centres for the brand of laptop offered.

**1.13. Premises Inspections**

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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. Bidder must submit physical address or their operating premises.

**1.14. Submission of Bids**

Should you wish to respond to the tender, three copies of your proposal **must** be delivered to the POTRAZ by the closing date and time advertised. The original document of the three copies to be submitted must be clearly marked “**Original**”. The Bidder must mark the envelope(s) with the Bidder’s name and address and the Procurement Reference Number. In the event of any discrepancy between the original and the other copies, the original will prevail.

The winning bidder(s) will be requested to immediately submit a soft copy (in PDF format) of their bid upon receipt of the award letter.

Late bids will be rejected and returned to the bidder(s). No extension of the closing date will be considered unless it is announced. The Procuring Entity reserves the right to extend the bid submission deadline but will notify all potential bidders who have collected the bidding documents of the amended bid submission deadline.

**1.15. Bid opening**

In line with Section 46(2) of the PPDPA Act, all participating bidders and Members of the Public are invited to tender opening meeting to be held immediately after the end of the bidding period at POTRAZ Head Office. In line with the current Covid-19 protocols, only one representative per each bidder shall be allowed to enter POTRAZ premises for purposes of bids submission and witnessing of the bids opening ceremony.

**1.16. 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.

**1.17. Bid Prices and Discounts**

Prices **must** be quoted as specified in the Price Schedule included in Part 2 Statement of Requirements. Prices quoted **must** include the following costs and components:

(a) **For Goods**

- (i) the quoted prices must include customs duties and VAT clearly indicated. Delivery term shall be DDP [2010] POTRAZ Head Office, Harare.
- (ii) the price of the Goods and the cost of delivery to the destination, including the relevant INCOTERM, as stated in the Delivery Schedule.
- (iii) the custom duties to be paid on the Goods on entry in Zimbabwe, if not already included.
- (iv) Any other applicable import taxes;
- (v) any sales and other taxes due within Zimbabwe which will be payable on the Goods, if not already included.
- (vi) any rebate or mark-up of the local agent or representative.

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- (b) for Related Services, (other than inland transportation and other services required to convey the Goods to their destination), whenever such Related Services are specified in the Schedule of Requirements:

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

**1.18. Currency**

Bids shall be priced in United States Dollar only for evaluation purposes. Please note that payments shall be effected in Zimbabwean Dollars (ZWL\$) at the prevailing official RBZ Auction Rate on the date of payment.

**1.19. Bid Security/ Bid Bond**

The Bidder must include either:

The Tender must be accompanied by a Bid Bond or Bid Security of **ZWL\$100 000.00** valid for a period of 60 days after tender closing date (bidding period) plus an additional 28 days, in line with Section 26 of the Procurement Regulations (S.I.5 of 2018) as amended.

Bidders are free to choose the form of Bid Security that they would want to submit from any one of the following options below: -

**Option 1** ----- A Bank Guarantee of **ZWL\$100 000.00** in the name of POTRAZ.

**Option 2** ----- A Cash Deposit to the Authority (PRAZ) of **ZWL\$100 000.00**.

(Please submit your banking details to PRAZ and inset them in your bid document).

If **Option 2** is chosen bidders **must** pay **ZWL\$100 000.00** which shall be Refundable at the end of the Bidding period plus another **ZWL\$20 000.00** which shall be non-refundable for cash bid bond establishment fee in line with Part 1V of the Procurement Regulations (S.I.5 of 2018).

**Failure to comply with the above will lead to automatic disqualification.**

*(Please submit your banking details to PRAZ and insert them in your bid document).*

The bid bond/guarantee must be endorsed by a Zimbabwean registered bank and should include the following features for it to be considered valid: -

- a) **Letter head** of a registered Bank. (i.e. the Supplier of the Bid Security/Surety)
- b) The **Header** to clearly state that it is a **Bid Security/Bond**
- c) **Purpose** of the **Bid Security** to be **clearly stated**
- d) The **date** when the **Common Seal** of the said **Surety** was effected to be **stated**
- e) **Conditions** of the said **Obligation** to be **stated**
- f) **The physical address** of the **Surety** to be stated
- g) **The validity** period of the **Bid Security** to be **clearly stated**.
- h) **Signature of Surety** and the **date** when it was endorsed to be **clearly shown**
- i) It must be an **original** document and **date stamped (hard copy)**.

**Failure to comply with the above will lead to automatic disqualification.**



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The Bid Bonds of the unsuccessful bidders will be released immediately after award of tender while that of the winning bidder will only be released after submission of the Performance Bond as specified below. Bid bonds from insurance or insurance brokers are not acceptable.

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

The Bid Security or Bid Bond 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 Bond must be in the names of all intended partners.

**1.20. Contract Administration Fees**

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

**1.21. Evaluation of Bids**

Bids will be evaluated using the following methodology:

- 1.21.1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of Bidders in terms of Section 28 (1) of the Regulations and to confirm that the Bid is administratively compliant in terms of Section 28 (2) of the Regulations.
- 1.21.2. Technical evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements.
- 1.21.3. Financial evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.
- 1.21.4. Bids failing any stage will be eliminated and not considered in subsequent stages.
- 1.21.5. POTRAZ reserves the right to reject unrealistically lower prices.

**1.22. Correction of errors in bids**

- (1) Arithmetical errors and omissions corrections in bids, in terms of Section 31 of the PPDPA Regulations (S.I.5 of 2018) in the event: -
  - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail, subject to paragraphs (a) and (b).
- (2) Where a bid price has been corrected, the corrected price shall be the basis for evaluating the bid, awarding the procurement contract and performing the contract.

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- (3) Where a bid is ambiguous, whether due to error or otherwise, so that the bid price cannot be ascertained with certainty, the bid shall not be capable of correction under section 51 of the Act and the procuring entity shall reject it.

**1.23. Evaluation criteria**

On evaluation of a Bid, POTRAZ shall consider, in addition to the Bid Price, the following criteria and methodologies.

No.	EVALUATION CRITERIA
1	Adherence to Product Specifications (Section 5). Bidders must state compliance to the given specification
2	Submit a completed Bid Submission Sheet.
3	Payment Terms must be clearly stated.
4	Delivery period must be stated
5	Bid Bond (Attach original copy to original bid)
6	Bid Validity of 60 days must be stated
7	Current Tax Clearance Certificate as Proof of Registration with ZIMRA for local companies must be attached
8	Attach written trade references on company's letterhead for similar supplies
9	Submission of 3 copies of bidding documents
10	Submission of Company Profile with physical address and directorship
11	Bidders must be registered with PRAZ on the relevant category (attach proof of registration)
12	Valid NSSA Clearance Certificate must be attached
13	Declaration on non- debarment and non-conflict of interest must be submitted.
14	Valid official dealership authorisation letters/certificates from the Original Equipment Manufacturer and or Authorised distributors
15	The lowest evaluated tender to specification or most economically tender shall be accepted. POTRAZ may share the award among the compliant bidders.

- a) **Delivery schedule:** The specified Goods are required to be delivered by the date indicated in the Delivery Schedule in Part 2. Bids offering delivery after the date shall be treated as non-responsive.

**1.24. Eligibility and Qualification Criteria**

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

- 1.24.1.1. have the legal capacity to enter into a contract.
- 1.24.1.2. 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.
- 1.24.1.3. have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe.

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- 1.24.1.4. not have a conflict of interest in relation to this procurement requirement.
  - 1.24.1.5. 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.
  - 1.24.1.6. have the nationality of an eligible country as specified in the Special Conditions of Contract; and
  - 1.24.1.7. 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.
- 1.24.2. Participation in this bidding procedure is open to Zimbabwean bidders ONLY.

**1.25. Technical Criteria / Technical Specifications**

- 1.25.1. The Technical Specifications Sheet details the minimum specification of the goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification.
- 1.25.2. **POTRAZ intends to engage a service provider for Supply and delivery of laptops which meets the following minimum specifications: -**

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**Technical Specification and Compliance Sheet**

*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)]*

<b>A</b>	<b>B</b>	<b>C</b>
<b>Item No</b>	<b>Item description and full technical Specification required (including applicable standards)</b>	<b><u>Indicate full specifications of items you are offering</u></b>
<b>1</b>	<b>Laptops</b>	
	<b>Screen size:</b> Full HD 15'6-inch screen	
	<b>Processor:</b> Intel Core i3 (2.2GHz Minimum Base Frequency)	
	<b>Ram memory:</b> 4GB RAM	
	<b>Disk capacity:</b> 500GB Hard Disk	
	<b>Operating system:</b> Windows 10	
	<b>Ports:</b> USB Ports, SD Card Port and Headphones Port	
	<b>Connectivity:</b> 802.11a/b/g/n compatible Bluetooth 4.0	
	<b>Cameras:</b> Front facing Cameras	
	<b>Warranty:</b> One (1) year	
	<b>Attach Technical Data Sheets/ Product Brochures</b>	

❖ *Indicate the brand and type of the Laptop you are offering. POTRAZ will independently verify the offered laptops or desktops against the required specifications.*

**1.25.3. General Requirements**

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

1.25.4. The equipment 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.\**

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**Declaration by the Accounting Officer**

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

.....

**Dr.G.K. Machengete**

**1.26. Award of Contract**

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

**1.27. Right to Reject**

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

**1.28. Performance Security**

The Contractor shall provide a performance security of [ten (10) per cent] of the Contract Price within fourteen (14) days after signing of contract. The performance security shall be denominated in the currency of the Contract and issued by a Bank located in Zimbabwe or a foreign Bank through correspondence with a Bank located in Zimbabwe or from another financial institution acceptable to the Procuring Entity. The format shall be based on the template following the Special Conditions of Contract in this Part.

**1.29. 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:

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

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**BID SUBMISSION SHEET**

*Note to Bidders: Complete this form with all the requested details and submit it as the first page of your Bid. Attach the 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.

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**Bid Authorised by:**

<b>Signature</b> .....	<b>Name:</b> .....
	.....
<b>Position:</b> .....	<b>Date:</b> ...../...../...../.....
	.....
<b>Authorised for and on behalf of:</b>	
<b>Company</b> .....	
.....	
<b>Address:</b> .....	
.....	
.....	
.....	

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

Name of Bidder:

### **2.1. List of Goods and Price Schedule**

Currency of Bid: USD

<b>LOT No<sup>1</sup></b>	<b>Description of Goods</b>	<b>Quantity<sup>2</sup></b>	<b>Unit Price Excluding VAT (USD)</b>	<b>VAT / Unit (USD)</b>	<b>Unit Price + VAT (USD)<sup>3</sup></b>	<b>Total Price Including VAT (USD) (Col 3 x 6)</b>
1	Core i3 laptops	500				
	<b>Total Cost (USD) for items</b>					

*The price schedule must be completed without failure. Failure to submit a completed price schedule will lead automatic disqualification.*



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## 2.2. Delivery Schedule

Name of Bidder:

The delivery period required is measured from the date of the signing of the Contract between the

No.	Description of Goods	Quantity	Delivery Date and applicable INCOTERM	Bidder's offered Delivery period
1	Core i3 laptops	500	<i>Ex-stockholders delivery of the Laptops, a maximum of delivery period of 6 weeks may be considered there are no ex-stock holders of the laptops. (DDP) : POTRAZ HQ No 1008 Performance Close: Mt Pleasant Harare</i>	

POTRAZ and the Bidder / from the date of Instruction note from POTRAZ.

The Project Site for delivery of the goods is the destination.

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## 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 \_\_\_\_/\_\_\_\_/2022.

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 Laptops 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

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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: *[Title or other appropriate designation]*

**For and on behalf of the Contractor**

Signed: .....

Name: .....

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

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**PART 3: CONTRACT**

**General Conditions of Contract**

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

**Special Conditions of Contract**

Procurement Reference Number: .....

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

GCC reference	Special Conditions
<b>GCC 7.5</b>	<b>Eligible Countries:</b> Zimbabwean Companies Only.
<b>GCC 8.1</b>	<p><b>Notices:</b> Any notice shall be sent to the following addresses:</p> <p>Postal and Telecommunications Regulatory Authority of Zimbabwe</p> <p>1008 Performance Close</p> <p>Mount Pleasant Business Park</p> <p>Harare</p> <p>contact shall be Dr. G.K. Machengete in his capacity as Director General</p> <p>For the Contractor, the address shall be as given in the Bid and the contact shall be</p> <p>_____</p>
<b>GCC 19.1</b>	<p><b>Liquidated Damages:</b></p> <p>Liquidated Damages in terms of section 88 of the Act shall apply.</p> <p>In the event of delay in performance obligations or as per the deliver 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%.</p> <p>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.</p> <p>It shall be the responsibility of the Contractor, to promptly notify the Buyer of</p>

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<b>GCC reference</b>	<b>Special Conditions</b>
	any reasonable conditions beyond the Contractor`s control, impeding the performance of the contract.

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<b>GCC reference</b>	<b>Special Conditions</b>
<b>GCC 21.2</b>	<p><b>Packing, Marking and Documentation:</b> 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 laptops or desktops, the contractor shall notify POTRAZ in writing and deliver the following documents to POTRAZ.</p> <ul style="list-style-type: none"><li>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.</li><li>b. Commercial warranty document of the manufacturer and/or authorised dealer/distributor of the manufacturer.</li><li>c. Operation and maintenance manuals written in the English Language</li></ul>

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GCC reference	Special Conditions
<b>GCC 22.1</b>	<b>Insurance:</b> The Goods shall be fully insured against any loss in transit until they have been delivered and accepted by the Buyer.
<b>GCC 23.1 &amp; 23.2</b>	<p><b>Inspections and tests:</b> the tests and/or inspections of the Goods and Related Services that the Contractor is required to carry at its own expense are: any pre – shipment inspections, in transit or customs inspections at ports of entry or exit.</p> <p>POTRAZ shall perform the following tests upon delivery of goods;</p> <ol style="list-style-type: none"> <li>1. Conformance testing – POTRAZ shall test conformity of the delivered products to the applicable specifications or other requirements of the contract.</li> </ol>
<b>GCC 24.1</b>	<b>Performance security:</b> The Contractor shall provide a performance security of <b>10%</b> of the Contract Price. The performance security shall be denominated in Zimbabwean Dollars and issued by a Bank located in Zimbabwe or a foreign Bank through correspondence with a Bank located in Zimbabwe or from another financial institution acceptable to the Procuring Entity. The format shall be based on the template following the Special Conditions of Contract in this Part. The security must be provided no later than <b>15 days after</b> the bidder receives the award letter by POTRAZ
<b>GCC 24.4</b>	<b>Reduction of performance security</b> The Performance Security <b>may be</b> progressively reduced in line with the Contractor’s progress in delivering the laptops or desktops to which the security relates.
<b>GCC 25.1</b>	<b>Warranty:</b> The contractor shall warrant the goods against any deficiency or any other problem for a period of twelve (12) months.
<b>GCC 25.6</b>	<b>Failure to remedy a defect:</b> The period allowed to the Contractor to remedy a defect during the period of the Warranty shall be 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.
<b>GCC 30.1</b>	<p><b>Terms of Payment:</b> The structure of payments shall be:</p> <ol style="list-style-type: none"> <li>(h) <b>On Delivery and Acceptance:</b> 100% per cent of the Contract Price shall be paid within a maximum of sixty (30) days of receipt and acceptance of the Goods and upon submission of the documents specified in GCC Clause 13.</li> <li>(i) <b>In the event of part deliveries, payment of the corresponding quantities delivered may be made accordingly.</b></li> </ol>
<b>GCC 31.1</b>	<b>Contract Administration Fee:</b> The Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations is due upon the signing of the

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<b>GCC reference</b>	<b>Special Conditions</b>
	Contract and the applicable Fee is for domestic bidders only.



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**Bank Guarantee for Performance Security**

*[This is the format for the Performance Security to be issued by a commercial bank in Zimbabwe in accordance with GCC 18.1]*

Contract No:

Date:

To:

[Name and address of Procuring Entity]

**PERFORMANCE GUARANTEES No:**

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil, delay or argument, any sum or sums not exceeding in total an amount of *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until full recovery of the entire sum of money above stated, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee in case of default.

Signature

Signature

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*