

BIDDING DOCUMENT



REQUEST FOR FOR DOMESTIC COMPETITIVE TENDER

TENDER NUMBER: MOHCC-PCU-CT/017/2022

PROCUREMENT OF NON-CONSULTING SERVICES: SUPPLY AND FIX TILES FOR SECOND FLOOR, MUKWATI BUILDING, AIDS & TB HIV OFFICES

CLOSING DATE: 14 NOVEMBER 2022, 10:00 HOURS, ZIMBABWE TIME

**CLOSES AT: MINISTRY OF HEALTH AND CHILD CARE
FIRST FLOOR RECEPTION, KAGUVI BUILDING
CORNER CENTRAL AVENUE /
SIMON V MUZENDA ST, HARARE**

COST OF TENDER DOCUMENT: NON REFUNDABLE FEE OF ZWL\$5,000.00

**Bidding Document for the Supply And Fix Tiles For Second Floor, Mukwati
Procurement of: Building, AIDS & TB Section HIV Offices**

Procurement Reference No: MOHCC-CT 017/2022

Procuring Entity: MINISTRY OF HEALTH AND CHILD CARE

Date of Issue: 14 October 2022

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PART 1: BIDDING PROCEDURES

1.1 References:

The definitions used in the Public Procurement and Disposal of Public Assets Act [Chapter22:23] ("the Act"), the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018) ("the Regulations") and the General Conditions of Contract for the Procurement of Non-Consultancy Services apply to this Standard Bidding Document. The Act and the Regulations govern the submission of Bids and should be read by all Bidders.

1.2 PREPARATION OF BIDS

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

1. The Bid Submission Sheet in this Part 1;
2. The Priced Bill of Quantities or Schedule of Activities (in Part 2) supported by an equipment schedule, manpower schedule and a financial disbursement schedule.
3. a copy of documentation necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations;
4. A bid security or bid securing declaration in the format specified in this Part;
 - 4.1 Copies of the following must be attached:
 - 4.2 Certification of incorporation or equivalent for foreign suppliers.
 - 4.3 ZIMRA/Valid tax clearance certificate.
 - 4.4 VAT Registration Certificate (applicable to local suppliers)
 - 4.5 CR14 or equivalent for foreign suppliers
 - 4.6 Proof of registration with PRAZ in the Tiling and carpeting services (New)—(Service Category S/T/004)
 - 4.7 Valid Proof of Registration with NSSA
 - 4.8 Company profile with the names and addresses of Directors and their shareholding structure
 - 4.9 A signed cover letter on the Bidders letterhead
 - 4.10 Receipt obtained on purchase of tender document
 - 4.11 Company should provide at least a minimum of three letters of traceable references where similar works were done in the last three years.
 - 4.12 Delivery time of not more than 4 weeks from the day of issuance of a purchase order or contract signing
 - 4.13 Provide proven work experience (at least 3 years) in supply and fix of tiles in or outside Zimbabwe
 - 4.14 Litigation Declaration: You are supposed to declare whether you are/have been involved or not involved in any litigation. Failure to declare will lead to automatic disqualification of your bid. If you have any litigation history and which the Ministry will deem of material value, your bid will also be disqualified
 - 4.15 Payment Terms-Within 30 days after delivery. There will be no advance payment

4.16 Warranty period should be 1 year

No administration fee is required as the threshold does not warrant review by the Special Procurement Oversight Committee in terms of section 54 of the Act and as set out in Part IV of the Fifth Schedule to the Regulations. The Administration fee would be paid as Bank Cheque, Cash Deposit or RTGS into PRAZ Trust Account..

You are advised to carefully read the complete Bidding Document, General Conditions of Contract which are available on the Authority's website as well as the Special Conditions of Contract in Part 3: Contract, 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 and the Bidder's name and any reference number.

1.3 LOTS AND PACKAGES

The tender is just made of one lot in this bid and bidders are required to bid as one bid as indicated in Part 2

1.4 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 works are divided into lots and packages, only one Bid can be submitted. A conflict of interest will be deemed to arise if Bids are received from more than one Bidder owned, directly or indirectly, by the same person.

1.5 CLARIFICATION

Clarification of the bidding document may be requested in writing and shall be done on 02 November 2022 at 10:00 at a pre-bid/site visit that shall be done at Mukwati building as given below or send to:

The Secretary

Att: Procurement Department

Ministry of Health and Child Care , 5th Floor

Kaguvi Building

Corner S.Muzenda/Central Ave

Harare

Tel: 0242 2901213/2933436

Email: mohccputenders@gmail.com, w.madenga@yahoo.com

1.6 PRE-BID MEETING AND SITE VISIT

A pre-bid meeting and site visit will be done concurrently at the following address:

AIDS & TB Section

Ministry of Health and Child Care , 2nd Floor

Mukwati Building

Corner Livingstone/5th Street

Harare

1.7 SPECIFICATIONS

The Works are to be performed in accordance with the following specifications:

1.7.1 Below are the **minimum specifications and accompanying notes for the fix and supply of tiles at following site:**

1.7.2 **2nd Floor AIDS & TB Mukwati Building Corner Livingstone/5th Street Harare**

The following interventions need to be carried out:-

- i) Site Clearance of the site of any obstacles
- ii) Supply and fixing of porcelain tiles measuring 850m2.
- iii) Any other specifications as directed during Site Visit.

BASIC PRICE LIST

Tenderer to price and attach the following Basic Price List:

REF	DESCRIPTION	UNIT	Qty	RATE USD\$
1	600 x 600 Porcelain tiles	Sqm	850	
2	Tylon	Kg	20	
3	Grout (light grey)	Kg	5	
4	3mm tile spacers	Pkts	10	
5	Mutton cloth	Kg	5	
6	Heavy duty tile cutter	Each	1	
7	Baby grinder	Each	1	
8	Nipper	Each	2	
9	Bond IT liquid	5 litre	15	
10	Diamond cutting disc	Each	5	
11	Labour	Each	1	
	Grand total			USD\$

The Ministry would not accept any alternatives to the specified requirements

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

The Bidder, at the Bidder's own responsibility and risk, is invited to a visit to examine the location(s) and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site will be at the Bidder's own expense.

1.73 Documents establishing conformity of services

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

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

1.8 ELIGIBILITY AND QUALIFICATION REQUIREMENTS

Bidders are required to meet the criteria in section 28 of the Act and section 28 (1) of the Regulations to be eligible to participate in public procurement and to be qualified for the proposed Contract. They must therefore as specified in section 1.3.5 above.

1. have the legal capacity to enter into a contract;
2. not be insolvent, in receivership, bankrupt or being wound up, not have had business activities suspended and not be the subject of legal proceedings for any of these circumstances;
3. have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe;
4. not have a conflict of interest in relation to this procurement requirement;
5. not be debarred from participation in public procurement under section 72 (6) of the Act and section 74(1) (c), (d) or (e) of the Regulations or declared ineligible under section 99 of the Act;
6. have the nationality of an eligible country as specified in the Special Conditions of Contract; and
7. have been registered with the Authority as a Supplier and have paid the applicable Supplier Registration Fee set out in Part III of the Fifth Schedule to the Regulations.

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

Participation in this bidding procedure is open to Zimbabwean bidders only and provide proof of registration in the form of Certificate of incorporation and Valid Tax clearance

1.9 VALIDITY OF BIDS

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

1.10 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.

Bidders must provide three (3) copies of the bids with one clearly marked "ORIGINAL" and the other two (2) clearly marked "copy".

In the event of any discrepancies between the original and the copies, the original will 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 documents of the amended bid submission deadline.

Date of deadline:
14 November 2022

Deadline
Time:10:00hrs

Submission address:

Ministry of Health and Child Care
1st Floor reception Kaguvi Building Corner S. Muzenda/Central
Harare

Means of acceptance:

Sealed and clearly marked bids will be deposited in the Ministry tender box located at the reception area before the closing date and time.

1.11 BID OPENING

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

1.12 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.

1.13 TIME FOR COMPLETION

The time for completion of the Works is 14 working days which is the Intended Time for Completion in GCC 1.1(q) of the Special Conditions of Contract (SCC) in Part 3.

1.14 BID PRICES AND DISCOUNTS

The bid rates and prices must cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the Works and must include all taxes and duties. The whole cost of performing the Works must be included in the items stated, and the cost of any incidental works will be deemed to be included in the prices quoted.

The Bidder must fill in rates and prices for all items of the Works described in the Bill of Quantities or Schedule of Activities. Items against which no rate or price is entered by the Bidder will be deemed to be covered by the rates or prices for other items in the Bill of Quantities or Schedule of Activities.

The price quoted in the Bid Submission Sheet must be the total price of the Bid, excluding discount. The Bidder must quote any discounts and the methodology of its application in the Bid Submission Sheet.

1.15 CURRENCY

Tenders should be priced in United States Dollars (**USD\$**).

Bids should be priced in United States Dollars and the currency of evaluation will be United States Dollars. Bids in other currencies will be rejected.

1.16 BID SECURITY

The Bid Security for this tender is **USD200.00**

The Bid Security shall be valid for 60 days after the end of the bidding period.

The Bid Security shall be paid in any of the following;

Option 1: A Certified Bank Cheque in the name of the MOHCC or

Option 2: A Bank Guarantee as per the Template attached in this tender document. The undertaking by which bid security is given shall be in the format and wording set out in the bidding documents; and any other format will be considered non-responsive and rejected. Or

Option 3: A refundable cash deposit of USD\$200.00 plus a non-refundable Bid bond establishment fee of USD\$31.00 paid to the Procurement Regulatory Authority of Zimbabwe (PRAZ). The original receipt for administration fee and bid security obtained from PRAZ must be submitted with bid. Failure to submit original copies will lead to automatic disqualification.

Any bid not accompanied by a Bid Security in accordance with section 26 (3) of the Regulations or Bid Securing Declaration in accordance with section 26 (4) of the Regulations, 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.

1.16.1 Currency of Bid Security

The bid security shall be furnished in United States Dollars only (USD\$).

1.17 Rejection of Bid.

For the purpose of determining, whether opened bids are complete and responsive, MOHCC shall reject a bid as non-responsive on the ground of lack of qualification where –

- (a) the bidder lacks legal capacity to enter into a contract with the procuring entity; or
- (b) under the law of any country, the bidder is insolvent, bankrupt or being wound up; or
- (c) under the law of any country, the bidder's business activities have been suspended; or
- (d) legal proceedings have been instituted under the law of any country to sequester or wind up the bidder or to place the bidder receivership or to suspend the bidder's business activities; or
- e) the bidder has failed to comply with any obligation to pay taxes or social security contributions in Zimbabwe; or
- (f) the bidder has a conflict of interest in relation to the subject of the procurement; or
- (g) the bidder is ineligible under the Act to be awarded a procurement contract
- (g) If the bidder has failed to pay the bid security

1.17 DISCHARGE OF SECURITY BID OF UNSUCCESSFUL BIDDER:

Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible but not later than 28 days after the expiration of the bidding period or upon conclusion of a procurement contract with the successful bidder and submission of any required performance, whichever is earlier.

1.18.1 DISCHARGE OF SECURITY BID OF SUCCESSFUL BIDDER

The Successful Bidder's bid security will be adjusted against the performance guarantee upon the Bidder signing the Contract. Alternatively, the bid security shall be released on receipt of the full amount of performance guarantee

1.18.2 FORFEITURE OF BID SECURITY

The Bid security will be forfeited in the following event;

- The bidder modifying or withdrawing his or her bid after the end of the bidding period; or
- The bidder refusing to accept a correction of an arithmetical error appearing on the face of his or her bid; or
- The successful bidder failing to sign the procurement contract in accordance with the terms set out in the bidding documents; or
- The successful bidder failing to provide security for the performance of the procurement contract, if required to do so by the bidding documents.

1.19 Origin of Materials, Equipment and Services:

All materials, equipment and services to be used in the performance of the contract shall have as their country of origin an eligible country, as defined in the Special Conditions of Contract.

1.20 EVALUATION OF BIDS

Bids will be evaluated using the methodology set out in Part V of the Regulations.

1.20 REVIEW BY THE SPECIAL PROCUREMENT OVERSIGHT COMMITTEE

Section 54 of the Act provides for review by the Special Procurement Oversight Committee for certain especially sensitive or especially valuable contracts. (N/A)

Item	Evaluation criteria	Compliant	Not Compliant
1	Three bound copies of Bid documents Comprising Commercial and Technical Bid (One Marked original and the other two marked copy one and two)	Yes	No
2	Three bound copies of Financial Bid documents (One Marked original and the other two marked copy one and two)	Yes	No
3	A signed cover note on company letterhead	Yes	No
	Section A: Commercial		
4	Completion of tender form as attached in annexure B failure will lead to automatic disqualification of your bid	Yes	No
5	Company profile with names and addresses of directors and their shareholding structure	Yes	No

6	Certificate of incorporation	Yes	No
7	ZIMRA/Valid tax clearance certificate. If your ITF 263 is not valid, the Ministry will deduct 10% from your total Invoice	Yes	No
8	Proof of VAT Registration Certificate	Yes	No
9	CR14	Yes	No
10	Bid bond/security	Yes	No
11	Receipt for purchase of tender document	Yes	No
12	Proof of registration with the Ministry of Local Government, Public Works and National Housing-Attach certified proof	Yes	No
13	Minimum of three letters of traceable references where similar works were done.	Yes	No
14	Bidders must declare of any details of litigation history	Yes	No
15	Delivery time of not more than 4 weeks from the day of issuance of a purchase order or contract signing	Yes	No
16	Vendor Number	Yes	No
17	Prices should be VAT inclusive	Yes	No
18	Site visit certificate	Yes	No
19	Warranty period- 1 year	Yes	No
20	Payment Terms-Within 30 days after delivery	Yes	No
21	Bid validity 60 days from bid submission date	Yes	No
22	Proof of registration with PRAZ tiling and carpeting services (New)—(Service Category S/T/004)	Yes	No
23	Registration with CIFOZ	Yes	No

1.21 DOMESTIC PREFERENCE

A margin of preference, in accordance with the procedures outlined in section 8 of the Regulations, will not apply.

- (a) The percentage of preference to be given to domestic providers is none.
- (b) Any additional preference to be given to women-owned businesses is none.
- (c) Eligibility for the margin of preference will be based on the following factors is none.

The documentation required from the Bidder as evidence of eligibility for the margin of preference is none

1.22 MINISTRY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID OR ALL BIDS.

The Ministry reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time before the contract award, without thereby incurring any liability to the affected Bidder or Bidders.

This DCT is offered to bidders on the clear understanding that they have the legal capacity to enter into a contract, that they not insolvent, in liquidation or under judicial management, or their affairs are not being administered by a court or judicial officer or their business activities have not been suspended.

1.23 RECTIFICATION OF ERRORS.

Bidders shall not be permitted to alter their bids once their bids have been submitted with the exception of arithmetical errors which shall be adjusted at line item level based on the offered unit price. The total bid price will be amended accordingly for the purposes of the evaluation. The Ministry shall correct arithmetical errors in bids on the following basis—

- a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of MOHCC 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).

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.

Where a bid is ambiguous, whether due to error or otherwise, so that the bid price cannot be ascertained with certainty, the bid shall not be capable of correction and shall be rejected.

1.24 TAXES AND RATES

Bidders are required to be up to date in the payment of all taxes, duties and rates for which they are liable in Zimbabwe together with contributions or payment due under the National Social Security Authority Act [Chapter 17:04].

1.25 LITIGATION

Bidders should submit a statement on whether they or their officers, in the last five years from the date of this Domestic Competitive Tender been convicted in any country of an offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications or been censured or subjected to any penalty in any country following disciplinary proceedings arising out of any conduct involving the making of false statements or misrepresentations.

1.26 NEGOTIATIONS

If the price of the lowest responsive bid exceeds the budget for the procurement contract by an amount which cannot be met through an increase in the budget the Ministry shall negotiate with the winning bidder to try and obtain a reduction of the contract price through reducing the scope of the procurement requirement provided the reduction of the scope shall not affect the technical specifications in the bidding document.

1.27 CLARIFICATION OF BIDS.

The Ministry may seek clarification from a bidder of its bid. The request from the Ministry and the response from the bidder shall be in writing and shall comply with the set timelines. If a bidder fails to reply to a request for clarifications within stipulated times its bid may be rejected. A request for clarification shall not seek and the bidder shall not be permitted to,

- a) amend the bid price, except to correct arithmetical errors
- b) change the substance of the bid
- c) alter substantially anything that is a deciding factor in the evaluation of the bid

1.28 LANGUAGE OF BID

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Ministry shall be written in **English language only**.

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. 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 the debarment sanctions under section 74(1) of the Regulations; and
3. any conflict of interest on the part of the Bidder must be declared.

1.30 AWARD OF CONTRACT

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

The contract will only be valid subject to payment of contract administration fees of USD100.00

2.0 FINANCIAL INFORMATION

2.1. Please give separate prices for each aspect: -

- a) Tenderers should state clearly unit price for work to be performed, together with an estimate of total time and price for particular elements of work. Please indicate any related costs clearly such as travel and subsistence, if applicable.
- b) If **any other elements** exist, please quote each item separately.

2.2 The prices should **exclude customs duties** but **include VAT**.

2.3 The tenderers should quote unit prices indicating: -

- a) Total prices with VAT shown separately;
- b) Exchange rates applicable, discounts, premiums or any other charges.

2.4 The prices must represent the full costs to **Ministry of Health and Child Care** of the equipment/items, work travel, subsistence and any other elements specified.

2.5 WARRANTY

The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

All the components for the goods should carry 1 year onsite comprehensive warranty and during the warranty period, the service personnel of the firm should visit the Ministry and the organizations at least once in a month with prior consultation, for preventive maintenance of the equipment, if any. During warranty period, the service personnel of the company should attend immediately in case of any complaint regarding working of any equipment in addition to the mandatory visit for the preventive maintenance of the equipment.

2.6 STANDSTILL PERIOD

This is a period in which case the Purchase herein referred to as MOHCC informs all bidders who have participated in the tender procedure for its intention to award a contract. The bidders should check their documents accordingly. **A minimum of fourteen (14) calendar day's standstill period between communicating the award decision to all bidders and the date of execution of the Contract will apply. Bidders have this period to challenge the proceedings. Any challenge that comes after this stand still period will not be entertained.**

2.7 LIQUIDATED DAMAGES

Imposition of liquidated damages without prejudice to its other remedies under the contract equivalent to 0.5% of the total value of the undelivered supplies for each week of the delay to a maximum of 10% of the delayed contract price. If the non-performance of any works prevents the normal use of the supplies as a whole, the liquidated damages shall be calculated on the basis of the total contract value; and/or (ii) Termination of the contract

- ❖ If MOHCC has become entitled to claim at least 10% of the contract value, it may after giving notice to the contractor terminate the contract, in which case the contractor will have no right to compensation; and
- ❖ Enter into a contract with a third party for the provision of the balance of the supplies. The Supplier shall not be paid for this part of the contract. The Supplier shall also be liable for the additional costs and damages caused by its failure.
- ❖ The Purchaser may also purchase the motor vehicles from any other sources and charge the supplier for any excess costs.

If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the works and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

If the Supplier still fails after the extension granted by the Purchaser, the liquidated damages will be calculated from the original lead time.

2.8 The lowest evaluated tender to specification or most economical advantageous tender shall be accepted.

BID SUBMISSION SHEET

{Note to Bidders: Complete this form with all the requested details and submit it as the first page of your Bid. Attach the completed Statement of Requirements and any other documents requested in Part 1. Ensure that your Bid is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bid prevail over any attachments. If your Bid is not authorised, it may be rejected. If the Bidder is a Joint Venture (JV), the Bid must be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.}

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

Procurement Reference Number:

Subject of Procurement:

Name of Bidder

Bidder's Reference Number:

Date of Bid:

We offer to 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.

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT 2ND FLOOR AIDS & TB OFFICES

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART II PROCURING ENTITY'S REQUIREMENTS

PART 2: PROCURING ENTITY'S REQUIREMENTS

Scope of Works

Procurement Reference Number: **MOHCC-CT/017/2022**

Brief Description of Works: Supply and fix porcelain floor tiles at Mukwati Building

Location of Works:

2nd Floor Mukwati Building

AIDS & TB Office section

Corner Livingstone/5th Street

Harare

Commencement and Completion Periods Required:

Immediately after signing of contract and runs 4 weeks

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT 2ND FLOOR AIDS & TB OFFICES

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART II PROCURING ENTITY'S REQUIREMENTS

Specifications

The Works are to be performed in accordance with the following specifications:

1.18 Below are the **minimum specifications and accompanying notes for the supply and fix of floor tiles**

1.18.1 AIDS & TB Offices 2nd Floor Mukwati Building Corner Livingstone/5th street Harare

The following interventions need to be carried out:-

- i) Site Clearance of the site of any obstacles
- ii) Supply and fixing of porcelain tiles measuring 850m2.
- iii) Any other specifications as directed during Site Visit.

1.18.2 Basic Price List

Tenderer to price and attach the following Basic Price List:

REF	DESCRIPTION	UNIT	Qty	RATE USD\$
1	600 x 600 Porcelain tiles	Sqm	850	
2	Tylon	Kg	20	
3	Grout (light grey)	Kg	5	
4	3mm tile spacers	Pkts	10	
5	Mutton cloth	Kg	5	
6	Heavy duty tile cutter	Each	1	
7	Baby grinder	Each	1	
8	Nipper	Each	2	
9	Bond IT liquid	5 litre	15	
10	Diamond cutting disc	Each	5	
11	Labour	Each	1	
	Grand total			USD\$

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT 2ND FLOOR AIDS & TB OFFICES

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART II PROCURING ENTITY'S REQUIREMENTS

Bill of Quantities

[Should be used for admeasurement contracts where payments are based on completed units of items of works)

Name of Bidder:

Bidder's Reference Number:

Currency of Bid: USD\$

Item No	Description of Works	Quantity	Unit of Measure	Unit Price	Total Price
				Contingency *	
				Grand Total	

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT 2ND FLOOR AIDS & TB OFFICES

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART II PROCURING ENTITY'S REQUIREMENTS

Schedule of Activities

[Should be used for projects where payments are based on estimated percentage of Works completed whilst the quantities are constant as in building and other vertical infrastructure projects)

Name of Bidder:

Bidder's Reference Number:

Currency of Bid: _____

Item No	Activities of Works	Unit	Total Price
Grand Total			

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT 2ND FLOOR AIDS & TB OFFICES

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART II PROCURING ENTITY'S REQUIREMENTS

Form of Bid Security

(Bank Guarantee)

[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid, if so indicated in the BDS]

Date: *[insert date (as day, month and year) of Bid Submission]*

Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring Entity]*

Whereas, *[insert complete name of Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[insert date (as day, month and year) of bid submission]* for Procurement Reference number *[insert Procurement Reference number]* for the construction of *[insert brief description of the Works]* (hereinafter called "the bid").

KNOW ALL PEOPLE by these presents that We *[insert complete name of institution issuing the Bid Security]* of *[insert city of domicile and country of nationality]* having our registered office at *[insert full address of the issuing institution]* (hereinafter called "the Guarantor") are bound to *[insert complete name of Procuring Entity]* (hereinafter called "the Procuring Entity") in the sum of *[specify in words and figures the amount and currency of the Bid Security]* for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors or assignees by these presents.

Sealed with the Common Seal of the said Guarantor this *[insert day in numbers]* day of *[insert month]*, *[insert year]*.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified in the bid submission sheet; or
- (2) If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity fails or refuses to: (a) sign the Contract., or (b) furnish the required Performance Security as required, or (c) accept correction of its bid price.

we undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity's having to substantiate its demand, provided that in its demand the Procuring Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including *[insert date, month and year in accordance with ITB Clause 18.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Signed: *[insert signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Bid Security]*

In the capacity of *[insert legal capacity of person signing the Bid Security]*

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT 2ND FLOOR AIDS & TB OFFICES

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART II PROCURING ENTITY'S REQUIREMENTS

Bid-Securing Declaration

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

Procurement Reference number:

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

Bidder's Reference Number:

To: {full name of Procuring Entity}

We, the undersigned, declare that:

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

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

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

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

Signed	Name:
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In capacity of:	Date:(DD/MM/YY)
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Duly authorised for and on behalf of:

Company	
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Address:	
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BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT 2ND FLOOR AIDS & TB OFFICES

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART II PROCURING ENTITY'S REQUIREMENTS

.....

Corporate Seal (where appropriate)

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

Declaration by the Accounting Officer

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

NAME: Air Commodore Dr J Chimedza

Signature:.....Date.....

Designation:

Secretary (MOHCC)

**BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX
FLOOR TILES AT AIDS & TB OFFICES AT MUKWATI BUILDING**

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART III CONTRACT

PART 3 CONTRACT

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT AIDS & TB OFFICES AT MUKWATI BUILDING

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART III CONTRACT

General Conditions of Contract

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

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT AIDS & TB OFFICES AT MUKWATI BUILDING

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PART III CONTRACT

Special Conditions of Contract

Procurement Reference Number: MOHCC-CT- 017/2022

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

GCC reference	Special Conditions
1.1(g)	The Contractor is: _____ <i>[insert the name, address and contact details of Contractor].</i>
1.1(q)	The Intended Completion Date for the Whole Works is: 2 weeks <i>[insert the period of duration of the contract]</i>
1.1(t)	The Procuring Entity is: MOHCC Box Cy 1122 Causeway Harare
1.1(v)	The Project Manager is: MOHCC Kaguvi Building Corner S Muzaenda/Central Ave Harare
1.1(w)	Mukwati Building 2 nd Floor AIDS & TB Offices Conrner 5 th St/Livingstone Harare
1.1(z)	The Start Date shall be: Soon after signing of Purchase order/Contract.
1.1(cc)	The Works consist of: Supply and fix floor tiles at AIDS & TB Offices Mukwti Building Harare
2.2	The documents that form part of the Contract shall be following: a. the Contract Agreement, b. the Letter of Acceptance, c. the Contractor's Bid Submission Sheet, d. the Special Conditions of Contract,

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT AIDS & TB OFFICES AT MUKWATI BUILDING

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PART III CONTRACT

GCC reference	Special Conditions
	<p>e. the General Conditions of Contract,</p> <p>f. the Procuring Entity's Requirements,</p> <p>g. the Contractor's Bill of Quantities or Schedule of Activities (as applicable), and</p> <p>h. any other documents submitted by the Contractor forming part of the Contract.</p> <p>The priority of the documents shall be in the aforementioned order. If there is any discrepancy or inconsistency, the Project Manager shall issue any necessary clarification.</p>
2.3	The Contract is a: <i>[insert admeasurement contract or lump-sum contract]</i>
3.1	The Language of the Contract is English. The Law governing the Contract is that of the Republic of Zimbabwe.
4.1	<p>The Project Manager's decision shall be limited to the following:</p> <p>(a) issuing a variation order equal to 15% of the Initial Contract Amount in accordance with GCC Sub-clause 29.1(b);</p> <p>(b) adjusting the Contract Price by up to 10% of the Contract Amount when a Compensation Event causes additional cost in accordance with GCC Sub-clause 33; and</p> <p>(c) any consequent extension of time that should be issued under (a) and (b).</p> <p>On circumstances that exceeded the aforementioned limits, prior approval of the Procuring Entity is required.</p> <p><i>[These provisions should be carefully inserted by the procuring entity. Please delete these provisions if procuring entity believes that the Project Manager should carry out all contract management responsibility on its behalf.]</i></p>
7	<p>7.1 The limit of subcontract is: _____ <i>[state a percentage if required; if subcontracting is not applicable, please delete].</i></p> <p>If subcontracting is allowed, this shall not diminish or affect the contractor's responsibility for fulfilling its obligations under a Contract</p> <p>7.2 The Schedule of Other Contractors is:</p> <p><i>[insert the schedule of other contractors as applicable]</i></p>
10.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials</p> <p>(b) For loss or damage to Equipment</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and</p>

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT AIDS & TB OFFICES AT MUKWATI BUILDING

PROCUREMENT REFERENCE NO: MOHCC-CT-017/2022

PART III CONTRACT

GCC reference	Special Conditions
	Equipment) in connection with Contract (d) for personal injury or death: (i) of the Contractor's employees (ii) of other people
11.2	The data on Site are outlined in the following documents: Drawings
16.1	The Site Possession Date shall be: [N/A]
19.1	The Contractor shall submit a Program for the Works within 5 days after the date of the Letter of Acceptance.
19.3	No program updates shall be required unless specifically requested by the Project Manager of the Procuring Entity:[N/A] The Contractor shall submit for approval an updated Program for the Works within 14 days from the date of any change made to the Contract.
26.1	The Defects Liability Period is: 12 months.
34.2	Adjustment of the Contract Price: The Project Manager shall not adjust the Contract Price if taxes, duties, and other levies are changed during the period from Start date to the date the Completion certificate
35.1	No retention shall be applicable [N/A]
36.1	The Liquidated Damages shall be _____ per day of delay The total liquidated damages (LD) shall not exceed _____ (<i>insert the maximum percentage that can be 10%</i>) of the Contract Amount, or _____ N/A
38.1	No advance payment shall be made. OR The advance payment shall not exceed 15% of the Contract Price for domestic contractors and 10% for foreign contractors, and shall be paid to the Contractor no later than from receipt of an acceptable Bank Guarantee. N/A
39.1	No Performance Security shall be applicable in this contract [N/A]
42.1	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 \$ 100.00

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT AIDS & TB OFFICES AT MUKWATI BUILDING

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PART III CONTRACT

GCC reference	Special Conditions
46	46.1 The date to supply “as-built drawings and/or operating manuals shall be within 14 days following issue of Completion Certificate. 46.2 The amount to be withheld shall be 0.01% per day of delay. <i>[N/A]</i>
49.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>[N/A]</i> .

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT AIDS & TB OFFICES AT MUKWATI BUILDING

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART III CONTRACT

Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, should only be completed by the successful Bidder after contract award.

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BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT AIDS & TB OFFICES AT MUKWATI BUILDING

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART III CONTRACT

LETTER OF ACCEPTANCE



[To be produced on letterhead paper of the Procuring Entity]

To:

[name and address of the successful Tenderer]

Subject: Letter of Acceptance

This is to notify you that your Bid dated..... *[insert date]* for the execution of the
.. *[insert name of the contract and procurement reference number,]* for the Accepted Contract Amount of
the equivalent of *[insert amount in numbers and words and name of currency]*, as corrected
and modified in accordance with the Instructions to Bidders is hereby accepted by the Procuring
Entity.

You are requested to furnish the Performance Security within 28 days in accordance with the
Conditions of Contract, using for that purpose the of the Performance Security Form included in
Section 3 (Contract Forms) of the Bidding Document. *[Delete page if no Performance Security is required
in the SCC]*

Signed: <i>[insert signature of authorised person]</i>
Name: <i>[insert complete name of person signing]</i>
In the capacity of: <i>[insert legal capacity of person signing]</i>
Duly authorized to sign the letter of acceptance for and on behalf of <i>[insert complete name of Procuring Entity]</i>
Date: day of <i>[DD/MM/YY]</i>

BIDDING DOCUMENT FOR THE PROVISION OF WORKS: SUPPLY AND FIX FLOOR TILES AT AIDS & TB OFFICES AT MUKWATI BUILDING

PROCUREMENT REFERENCE NO: MOHCC-CT- 017/2022

PART III CONTRACT

CONTRACT AGREEMENT

Procurement Reference: MOHCC-CT- 017/2021

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

BETWEEN

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

WHEREAS the Procuring Entity desires that the Works known as *[name of the Contract]* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and for the remedying of any defects in them,

THE PROCURING ENTITY AND THE CONTRACTOR AGREE 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) The Letter of Acceptance;
 - (c) The Contractor's Bid;
 - (d) The Special Conditions of Contract;
 - (e) The General Conditions of Contract;
 - (f) The Procuring Entity's requirements (Specifications and Drawings);
 - (g) The completed Bill of Quantities or Schedule of Activities; and
 - (h) *[Add here any other document(s)]*.
3. This Contract Agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
4. In consideration for the payments to be made by the Procuring Entity to the Contractor as mentioned below, the Contractor hereby agrees with the Procuring Entity to execute the Works and to remedy any defects in them in conformity with the Contract.

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PART III CONTRACT

5. The Procuring Entity hereby agrees to pay the Contractor, in consideration for the execution and completion of the Works and the remedying of any defects in them, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Procuring Entity

Signed:

Name:

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

For and on behalf of the Contractor

Signed:

Name:

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

[Note: If the Contractor consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each member of the Joint Venture

Signed:

Name of member:

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

Signed:

Name of member:

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