# **Procurement Regulatory Authority of Zimbabwe**

STANDARD
BIDDING
DOCUMENT

# For the **Procurement of Goods**

May 2020

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

**Standard Bidding Document for the Procurement of:** 

**COMPUTERS** 

Procurement Reference No: PRAZ/DOM/05/2020

Procuring Entity: PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE

Date of Issue: 22 MAY 2020

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

### **Table of Contents**

**Part 1: Bidding Procedures** 

**Part 2: Statement of Requirements** 

**Part 3: Contract** 

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 1 BIDDING PROCEDURES

#### PART 1: BIDDING PROCEDURES

#### **References:**

References to the Act are to the Public Procurement and Disposal of Public Assets Act [Chapter22:23] and references to the Regulations are to the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018). The terms and requirements in the Act and Regulations govern the submission of Bids and should be read by all Bidders.

#### Procurement Reference Number: PRAZ/DOM/05/2020

#### **Preparation of Bids**

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

- 1. the Bid Submission Sheet in this Part;
- 2. the Statement of Requirements in Part 2;
- 3. Current Tax Clearance Certificate or equivalent in the country of domicile.
- 4. Proof of current registration with the Procurement Regulatory Authority of Zimbabwe;
- 5. A bid security of ZW\$5, 000.00, in the format specified in this Part;
- 6. Copies of Company Profile, CR14, Certificate of Incorporation and CR6 *or equivalent in the country of domicile*.
- 7. Proof of dealership or partnership with the original equipment manufacturer for the computers, as follows:-
  - Desktop computers
  - Laptops
  - Apple Ipads
- 8. At least 2 reference letters from customers where similar goods have been delivered.

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: Contract is provided not for completion at this stage but to enable Bidders to note the Contract terms they will enter into 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.

#### **Lots and Packages**

Award shall be on a lot by lot basis.

#### 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.

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 1 BIDDING PROCEDURES

#### Clarification

Clarification of the bidding document may be requested in writing by any Bidder before 27 May 2020 and should be sent to *The Procurement Management Unit at PRAZ in writing or email to pmu* @ praz.org.zw.

Pre-bid meeting is not applicable to this tender.

#### Validity of Bids

The minimum period for which the Bidder's bid must remain valid is *at least sixty (60) days* from the deadline for the submission of bids. Bid Validity of 60 days or more **must** be stated. Bidders may be requested to extend the Bid Validity in terms of Section 43 (5) of the PPDPA Act

#### **Submission of Bids**

Bids must be submitted in writing in a sealed envelope to the address below, no later than the date and time of the deadline below. It is the Bidder's responsibility to ensure that they receive a receipt confirming submission of their bid that has 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 submit at least 2 (two) copies of their Bid. The Bidder must prepare one original of the documents comprising the Bid and clearly mark it "ORIGINAL." And in addition, state the number of copies of the Bid, which must be clearly marked "COPY." In the event of any discrepancy 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: [29/05/2020] Deadline Time:

[10:00 CAT]

Submission address: [The Procurement Management Unit at PRAZ. 5<sup>th</sup>

Floor. 76 Samora Machel Harare]

Means of acceptance: [Sealed bids are to be placed in a marked bid box at the

PRAZ reception]

#### **Bid opening**

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

Withdrawal, amendment or modification of Bids

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 1 BIDDING PROCEDURES

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

#### **Delivery Requirements**

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

#### **Bid Prices and Discounts**

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

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

- (a) For Goods
  - (i) the price of the Goods and the cost of delivery to the final destination, including the relevant INCOTERM, as stated in the Delivery Schedule;
  - (ii) the custom duties to be paid on the Goods on entry in Zimbabwe, if not already included;
  - (iii) Any other applicable import taxes;
  - (iv) any sales and other taxes due within Zimbabwe which will be payable on the Goods, if not already included;
  - (v) any rebate or mark-up of the local agent or representative.
- (b) for Related Services, (other than inland transportation and other services required to convey the Goods to their final 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).

#### **Bid Security**

Bidders must submit a refundable Bid Security of ZW\$5, 000.00, valid for 60 Days, together with their bid in line with Section 26 of the Procurement Regulations (S.I.5 of 2018). The Bid Security shall be payable using any one of the below Options: -

	Option 1 A Certified Bank Cheque
	Option 2 A Bank Guarantee
	Option 3 A Cash Deposit to the Procurement Regulatory Authority of
7	mbabwe

If Option 3 is chosen bidders must also submit proof of payment of ZW\$ 3,500.00 to PRAZ of non-refundable cash bid bond establishment fee in line with Part V of the PPDPA (General) Regulations (S.I.5 of 2018), as amended.

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 1 BIDDING PROCEDURES

Any bid not accompanied by a Bid Security, where this is a requirement of bidding, will be rejected by the Procuring Entity as non-responsive.

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

#### **Evaluation of Bids**

Bids will be evaluated using the following methodology:

- 1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of Bidders in terms of section 28 (1) of the Regulations and to confirm that the Bid is administratively compliant in terms of section 28 (2) of the Regulations.
- 2. Technical evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements;
- 3. Financial evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.

Bids failing any stage will be eliminated and not considered in subsequent stages.

#### **Review by the Special Procurement Oversight Committee**

Section 54 of the Act provides for review by the Special Procurement Oversight Committee for certain especially sensitive or especially valuable contracts. [This tender shall not be subject to review by the Special Procurement Oversight Committee.]

#### **Evaluation criteria**

The Procuring Entity's evaluation of a Bid will take into account, in addition to the Bid Price, the following criteria and methodologies.

- (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.
- (b) Deviation in payment schedule: The payment schedule is stated in the Special Conditions of Contract (SCC) in Part 3. A Bidder may propose a deviation from the schedule and if the deviation is considered acceptable to the Procuring Entity, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate of interest indicated by the Reserve Bank of Zimbabwe on the closing date for submission of bids.
- (c) Other criteria specified in this Standard Bidding Document
- (e) Compliance to technical Specifications

#### **Domestic Preference**

N/A

#### **Eligibility and Qualification Criteria**

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 1 BIDDING PROCEDURES

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 any available documentation and certify their eligibility in the Bid Submission Sheet. To be eligible, Bidders must submit the following:

- 1. the Bid Submission Sheet in this Part;
- 2. the Statement of Requirements in Part 2;
- 3. Current Tax Clearance Certificate or equivalent in the country of domicile.
- 4. Proof of current registration with the Procurement Regulatory Authority of Zimbabwe;
- 5. A bid security of ZW\$5, 000.00, in the format specified in this Part;
- 6. Copies of Company Profile, CR14, Certificate of Incorporation and CR6 *or equivalent in the country of domicile*.
- 7. Proof of dealership or partnership with the original equipment manufacturer for the computers, as follows:-
  - Desktop computers
  - Laptops
  - Apple Ipads
- 8. At least 2 reference letters from customers where similar goods have been delivered.

#### **Origin of Goods**

All goods and related services must have as their country of origin an eligible country, as specified in the Special Conditions of Contract.

#### **Technical Criteria**

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.

#### Currency

Bids should be priced in Zimbabwean dollars (ZW\$).

#### **Award of Contract**

The lowest evaluated bid, after 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 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.

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 1 BIDDING PROCEDURES

#### 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.

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

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 1 BIDDING PROCEDURES

#### **Bid Submission Sheet**

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

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

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

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Bid:	
We offen to menform the complete listed in the Statement of Despisements to	ممثله مناسطنه

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.

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 PROCEDURES

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

Bi	d Authorised	l by:		
	Signature		Name:	
	<b>Position:</b>		Date:	(DD/MM/YYYY)
	Authorised	for and on behalf of:		
	Company			
	Address:			

PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 3 CONTRACT

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

Name of Bidder:

Bidder's Reference Number:

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

CURRENCY OF BID:

Ite m No <sup>1</sup>	Description of Goods	Quantity <sup>2</sup>	Unit Price <sup>3</sup>	Total Price <sup>4</sup>
			[to be provided by the Bidder]	[to be provided by the Bidder]
1.	Desktop	18		
2.	Laptop	7		
3.	Ipads	4		

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

Note 2: The description or quantity must indicate the unit of measure where relevant.

Note 3: Unit and total prices must be for delivery through to the final destination stated in Part 1.

Note 4: Include any additional costs, such as installation or commissioning.

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

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

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

.....

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 3 CONTRACT

### **Delivery Schedule**

Name of Bidder:

Bidder's Reference Number:

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

Item No	Description of Goods	Quantity	Physical Unit	Delivery Date Required by Procuring Entity and applicable INCOTERM	Bidder's offered Delivery period
				[Completed by Procuring Entity]	{to be provided by the Bidder}
1.	Desktop	18		Within 2 weeks from date of signing contract	
2.	Laptop	7		Within 2 weeks from date of signing contract	
3.	Ipads	4		Within 2 weeks from date of signing contract	

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

The project site for the delivery of the goods shall be 76 Samora Machel Avenue, Harare.

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 3 CONTRACT

### **Technical Specification and Compliance Sheet**

Name of Bidder:

Bidder's Reference Number: N/A

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

[Column a and Column b are completed by the Procuring Entity. 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)]

а	b	c
Lot	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
1	LAPTOPS X 7	
	<ul><li>Brand name: (strictly no clones)</li></ul>	
	• Quantity = 7	
	<ul> <li>Processor: 7th generation Intel Core i7 - 2.00 GHz, with</li> </ul>	
	Intel Turbo Boost Technology	
	<ul> <li>Memory: 8 GB DDR4-expandable to 16GB</li> </ul>	
	<ul> <li>Hard Disk Drive: 500GB</li> </ul>	
	<ul><li>Monitor: 15.6" inches</li></ul>	
	<ul> <li>USB External Mouse</li> </ul>	
	Bit Locker enabled TPM Ver 2.0	
	<ul><li>Ports/Slots: 3*USB, HDMI port + cable, video in/out</li></ul>	
	<ul> <li>Gigabit LAN Port, Intel® Dual Band Wireless-</li> </ul>	
	802.11a/b/g/n/ac Wireless-b/g/n Adapter and	
	■ <b>Bluetooth</b> ■ <b>Web</b> – <b>Camera</b> with relevant software installed	
	Sound Card and speakers (inbuilt): required	
	Operating System: Windows 10 Professional (64-bit)	
	installed and activated	
	Office: Microsoft Office 2016 or later pre-installed and	
	activated with perpetual license	
	Sophos Endpoint Antivirus latest version preinstalled	
	and activated	
	Carry case: Satchel type required	
	<ul> <li>AC adaptor, Battery: 3 pin required</li> </ul>	

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 3 CONTRACT

PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 3

CONTRACT

### PART 3 CONTRACT

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 3 CONTRACT

#### CONTRACT AGREEMENT

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

#### **Procurement Reference:**

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

#### **BETWEEN**

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

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

#### THE PROCURING ENTITY AND THE CONTRACTOR AGREE AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract referred to below.
- 2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement;
  - (b) Special Conditions of Contract;
  - (c) General Conditions of Contract;
  - (d) Schedule of Requirements;
  - (e) The Contractor's Bid Submission Sheet, List of Services and Price Schedule and Statement of Methodology, Work Plan and Schedule;
  - (f) The Procuring Entity's Notification of Contract Award;
  - (g) [Add here any other document(s)].

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

#### PART 3 CONTRACT

- 3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
- 4. In consideration for the payments to be made by the Procuring Entity to the Contractor as mentioned below, the Contractor hereby agrees with the Procuring Entity to provide the Services and to remedy any defects in them in conformity with the Contract.
- 5. The Procuring Entity hereby agrees to pay the Contractor, in consideration for the performance of the Services and the remedying of any defects in them, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

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

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

	-
Signed:	
In the capacity of:	[Title or other appropriate designation]
For and on behalf of	the Contractor
For and on benan or	the Contractor
Signed:	
Name:	
In the capacity of:	[Title or other appropriate designation]

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 3 CONTRACT

### **General Conditions of Contract**

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

### **Special Conditions of Contract**

Procurement Reference Nu	ımher	
Producement Reference Nu	unner.	

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

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

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 3 CONTRACT

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

#### PROCUREMENT REFERENCE NO: PRAZ/DOM/05/2020

PART 3 CONTRACT

### **Bank Guarantee for Performance Security**

[Delete page if no Performance Security i. [This is the format for the Performance Security with GCC 18.1]	s required in the SCC] ity to be issued by a commercial bank in Zimbabwe in accordance
Contract No:	Date:
То:	
[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.

receive at the above-mentioned office any demand for payment under this guarantee in case of default.	
Signature	Signature
<u>-</u>	_