

BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF JERSEYS AND FORMAL SHOES

PROCUREMENT REFERENCE NO: ACZ/LOCAL/GDS/06/2024



SUPPLY AND DELIVERY OF JERSEYS AND FORMAL SHOES

ACZ/LOCAL/GDS/06/2024

CLOSING DATE: 30 APRIL 2024 @1000 hours



BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF JERSEYS AND FORMAL SHOES

PROCUREMENT REFERENCE NO: ACZ/LOCAL/GDS/06/2024

Standard Bidding Document for the Procurement of: Supply and Delivery of Jerseys and Formal Shoes Uniform

Procurement Reference No: ACZ/LOCAL/GDS/06/2024

Procuring Entity: Airports Company of Zimbabwe (Private) Limited

Date of Issue: 22 March 2024



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PART 1: BIDDING PROCEDURES

1.1 References:

References are made to the Public Procurement and Disposal of Public Assets (PPDPA) Act [Chapter 22:23] and the Regulations, the PPDPA (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.

In line with section 14 of the PPDPA Act [Chapter 22:23] No. 5 of 2017 as read in conjunction with section 10 (3) (a) and schedule 2 (section 8 (5)(a)) of PPDPA (General) Regulations [Statutory Instrument No. 5 of 2018], the Airports Company of Zimbabwe (Private) Limited (ACZ) is inviting bids from reputable and experienced Companies for the **Supply and Delivery of Jerseys and Supply and Delivery of Formal Shoes**.

In compliance with section 27(1) and (2) of the PPDPA Act, the ACZ has detailed the specifications of its procurement requirements for the **Jerseys and Formal Shoes** contained in Clause 2.3 of the Bidding Document. The evaluation of the bids to be received for this tender shall be done in compliance with section 4 (1) of the PPDPA to ensure the achievement of transparency, fairness, honesty, competition among Bidders, fair and equitable treatment of all Bidders, promotion of integrity, achievement of environmental, social and economic requirements of the procurement law.

The successful Bidder will be required to enter into a contract with which will conform to the requirements of sections 78 to 89 of the PPDPA Act.

1.2 Procurement Reference Number: ACZ/LOCAL/GDS/06/2024

1.3 Preparation of Bids

Bidders 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. The Bid Submission Sheet in this Part.
2. The Statement of Requirements in Part 2.
3. A copy of every document necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations.
4. Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ).
5. A bid security bond in the format specified in this Part.



6. A copy of:

- (a) Valid Tax Clearance Certificate
- (b) A Copy of CR 6 or 14 Form (showing list of directors).
- (c) A Copy of CR 5 form (showing business physical address)
- (d) Copy of certificate of Incorporation.
- (e) A detailed company profile.
- (f) At least three (3) references on client's letter heads where the Bidder supplied jerseys and /or shoes.

Bidders are advised to carefully read the complete bidding document, as well as the General Conditions of Contract which are available on the PRAZ website, before preparing bids. 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.

1.4 Lots and Packages

This procurement requirement shall be divided into lots and packages as follows:

Package A: Branded Jerseys

Lot 1: Men's V-neck Jerseys: - Black and Grey

LOT 2: Men's V-neck Sleeveless Jerseys: - Navy Blue, Black and Grey

Lot 3: Branded Ladies Cardigan: - Black and Grey

Lot 4: Branded Ladies Sleeveless Jerseys: - Black and Grey

Lot 5: Combat Jerseys: - Navy Blue, Black

Package B: Formal Shoes

Lot 6: Men's Formal Shoes -black

Lot 7: Ladies Court Shoes-black

Award will be as follows:

1. Award will be restricted to one (1) bid on Package A
2. Award will be to the lowest compliant bid on Package B
3. A 5% difference will be allowable if one (1) Bidder is successful on more than one (1) Package.



1.5 Number of bids allowed.

No Bidder may submit more than one (1) bid, either individually or as a joint venture partner in another bid, except as a subcontractor. A conflict of interest will be deemed to arise if bids are received from more than one (1) Bidder owned, directly or indirectly, by the same person.

1.6 Clarification

Clarification of the bidding document may be requested in writing by any Bidder before 1600 hours on 17 April 2024 and should be sent to: tenders@acz.co.zw.

1.7 Compulsory Pre-bid meeting

There is no compulsory Pre-bid meeting to this procurement requirement.

1.8 Validity of Bids

The minimum period that the Bidder's bid must remain valid is at least **90** days from the deadline.

1.9 Eligibility and Qualification Criteria

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:

- a) Bidders must have the legal capacity to enter into a contract; **Bidders are requested to attach:**
 - i. A copy of the CR6 form/CR14 form (showing list of directors),
 - ii. A copy of the CR5 form (showing the business physical address) and
 - iii. A copy of the Certificate of Incorporation,
 - iv. A copy of the Company profile.
- b) Bidders must have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe; **Bidders must attach:**
 - i. A valid copy of Tax Clearance Certificate and
 - ii. A current proof of registration with the National Social Security Authority.
- c) Bidders must not have any conflict of interest in relation to this procurement requirement; **Bidders must declare in writing whether they have or have no conflict of interest in relation to this procurement; Bidders to complete the attached declaration form "Annexure A" on Conflict of Interest.**
- d) Bidders must not be debarred from participation in public procurement under section 72 (6) of the PPDPA Act and section 74(1) (c), (d) or (e) of the Regulations or declared ineligible under section 99 of the Act; attach current copy of registration or renewal of registration with PRAZ (www.praz.org.zw).



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- e) Bidders must attach at least three (3) references on client's letter heads where the Bidder supplied jerseys and /or shoes.
- f) Bidders are advised that participation in this bidding procedure is open to Domestic Bidders.
- e) Bidders must provide proof of payment of Bid Security.

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 bids are recorded at ACZ Reception confirming submission of their bid that has correct details of the Bidder and the number of the bids.

The Bidder must mark the envelope with the Bidder's name and address and the Procurement Reference Number.

The Bidder must prepare one (1) original of the documents comprising the bid and clearly mark it "ORIGINAL". In addition, the Bidder must submit two (2) copies of the Bid and must mark each of them clearly "COPY." In the event of any discrepancy between the original and the copies, the original will prevail.

Late bids will be rejected. The Airports Company of Zimbabwe (Private) Limited 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: **30 April 2024.**

Deadline

Time:

10:00hours

Address to:

The Accounting Officer

Airports Company of Zimbabwe (Private) Limited (ACZ)

3rd Level International Terminal Building

Robert Gabriel Mugabe International Airport

Harare

Submitted to:

PMU Reception 2nd Floor Domestic Terminal Building

Means of acceptance:

Sealed bids are to be recorded at the PMU Reception 2nd Floor Domestic Terminal Building and placed in a marked bid box



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 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.

1.14 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 **Delivery Duty Paid** INCOTERM 2020, 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;
- (c) The price of each item comprising the Related Services (inclusive of any applicable taxes).



1.15 Bid Security/Bond

The Bidder must include:

A refundable bid security/bond of USD **200.00** the following form

Option 1 ----- A certified Bank Cheque

Option 2 ----- A Bank Guarantee

Option 3 ----- A Cash Deposit to the PRAZ.

Issued by either a registered **commercial bank or PRAZ.**

The Bid bond obtainable from PRAZ is issued upon payment of a non-refundable Bid. Bond Establishment fee of **USD200.00 payable to the PRAZ.**

Any bid **not** accompanied by a Bid Security in accordance with section 26 (3) of the Regulations will be rejected by the Procuring Entity as non-responsive.

1.16 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. Submission of samples to ascertain the workmanship, design, material and the ACZ logo is a requirement.
4. Financial evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.

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

1.17 Evaluation criteria

The ACZ's evaluation of bids will take into account, in addition to the bid price and other requirements, such as the following considerations.

- (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 specified 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 ACZ, the bid will



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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 Special Conditions of Contract (SCC), at the rate of interest indicated by the Reserve Bank of Zimbabwe on the closing date for submission of bids.

- (d) **Compliance with the Technical specifications** (refer to clause 2.1 and 2.3)
- (e) **Submission of samples to ascertain the workmanship, design, material and the ACZ logo is a requirement.**
- (f) Financial proposal. Lowest compliant bid to specifications

Checklist of the Evaluation Criteria:

No.	Evaluation Criteria	Please tick if completed or submitted
1.	Submit completed Bid Submission Sheet in Part 1.	
2.	Documentation necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations: -	
2.1	Copy of CR6 form/CR14 form (showing list of directors)	
2.2	Copy of CR5 form (showing the business physical address)	
2.3	Copy of Certificate of Incorporation.	
2.4	Current copy of Tax Clearance Certificate as proof of compliance with Zimbabwe Revenue Authority (ZIMRA) must be attached.	
2.5	Submission of a Company Profile.	
2.6	Submission of three (3) written trade references on company's letterhead for relevant goods supplied.	
2.7	Submission of proof of registration with the PRAZ.	
2.8	Declaration to confirm whether the bidder has or has no conflict of interest in relation to this procurement requirement (completion of Annexure "A", Declaration Form).	
2.9	Bid Validity Period of 90 days must be stated. If not stated and the Bidder has signed the bid submission sheet, it will be deemed that the Bidder agrees with the stipulated validity period	
3.	Submission of proof of payment of Bid Security Bond Form in Part 1	
4.	Delivery schedule: Bidders are required to state their delivery period	



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No.	Evaluation Criteria	Please tick if completed or submitted
5.	Payment terms: Bidders are required to state payment terms. If not stated the bidder will be deemed to be compliant with the stipulated terms under Part 3, Special Conditions GCC30.1, page 22 of the bidding document.	

1.18 Review by the Special Procurement Oversight Committee

Section 54 of the Act provides for review by the Special Procurement Oversight Committee (SPOC) for certain especially sensitive or especially valuable contracts. **This procurement is NOT subject to review by the Special Procurement Oversight Committee.**

1.19 Origin of Goods

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

1.20 Technical Criteria

The Technical Specifications Sheet details the minimum specification of the formal shoes and jerseys required. The goods offered must meet this specification, but no credit will be given for exceeding the specification.

1.21 Currency

Bids must be priced in both United States Dollars (US\$.) The currency of evaluation will be US dollars. **Payment will be in Zimbabwe dollars at the prevailing Reserve Bank of Zimbabwe foreign currency bank rate.**

1.22 Payment Terms

Bidders are required to state their payments terms. If not stated the bidder will be deemed to be compliant with the stipulated terms under Part 3, General Conditions GCC30.1, page 22 of the bidding document.

1.23 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 PPDPA Act which will be effective until signature of the contract documents in accordance with Part 3 of the 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 PPDPA Act, subject to payment of the applicable fee set out in section 44 of and the Third Schedule to the Regulations.

Award will be as follows:

1. Award will be restricted to one (1) bid on Package A.
2. Award will be to the lowest compliant bid on Package B.
3. A 5% difference will be allowable if one (1) Bidder is successful on more than one (1) Package.

1.24 Right to Reject

The ACZ reserves the right to accept or reject any bid(s) or to cancel the procurement process and reject all bids at any time prior to contract award.

1.25 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 ACZ 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 (PRAZ) 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.



1.26 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 must 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: **90 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.



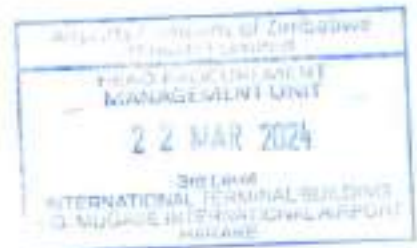
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Bid Authorised by:

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



1.27 ANNEXURE "A": Declaration Form

**TENDER FOR THE SUPPLY AND DELIVERY OF JERSEYS AND FORMAL SHOES:
ACZ/LOCAL/GDS/06/2024**

We, the undersigned do hereby declare that we have not and will not be involved in any corrupt or fraudulent practices in bidding for this tender.

We further wish to declare that we have no conflict of interest in relation to this procurement requirement and wish to acknowledge that we have read and understood that should we be involved in any corrupt or fraudulent practices in bidding for this tender, the following action will be taken against us:-

- a) The procuring entity will reject our proposal and/or any recommendation for award of the Tender if it determines that we have engaged in corrupt or fraudulent practices in competing for the contract in question.
- b) We will be barred from practicing in public procurement in Zimbabwe if we are found to have indulged in corrupt or fraudulent practices in competing for the contract in question.

Signed by

Date

Tenderer's Details



PART 2: STATEMENT OF REQUIREMENTS

Name of Bidder:

Bidder's Reference Number:

2.1 List of Goods and Price Schedule

Currency of Bid:.....

Item No	Description of Goods	Quantity	Unit Price	Total Price
	SUPPLY AND DELIVERY OF JERSEYS AND FORMAL SHOES		[to be provided by the Bidder]	[to be provided by the Bidder]
PACKAGE A: BRANDED JERSEYS				
Lot 1	Men's V-Neck Jerseys			
	Men's V-neck Jerseys. - Black	90		
	Men's V-neck Jerseys. - Grey	85		
Lot 2	Men's V-Neck Sleeveless Jerseys			
	V-neck Men's Sleeveless Jerseys. - Navy Blue	180		
	Men's V-neck Sleeveless Jerseys. - Black	90		
	Men's V-neck Sleeveless Jerseys Grey	85		
Lot 3	Ladies Cardigan			
	Ladies Cardigan - Black	90		
	Ladies Cardigan - Grey	50		
Lot 4	Ladies Sleeveless Jerseys			
	Sleeveless jerseys - Black	90		
	Sleeveless jerseys- Grey	50		
Lot 5	Combat Jerseys			



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Item No	Description of Goods	Quantity	Unit Price	Total Price
	SUPPLY AND DELIVERY OF JERSEYS AND FORMAL SHOES		[to be provided by the Bidder]	[to be provided by the Bidder]
	Combat Jerseys. - Navy Blue	180		
	Combat Jerseys- Black	180		
PACKAGE B: FORMAL SHOES				
Lot 1	Men's Formal Shoes	606 pairs		
Lot 2	Ladies court shoes	190 pairs		

- 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.



STATEMENT OF REQUIREMENTS

2.2 Delivery Schedule

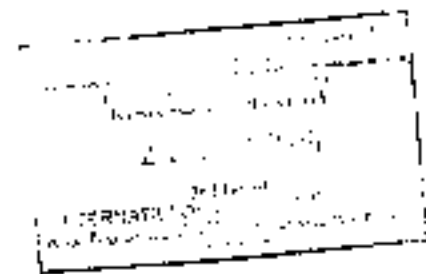
Name of Bidder:

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	Delivery Date Required by Procuring Entity and applicable INCOTERM	Bidder's offered Delivery period
	Jerseys and Formal Shoes as listed in clause (2.1)	Within 14 days from date of signing the contract.	<i>(to be provided by the Bidder)</i>
	Delivery and packaging of the Jerseys and the shoes: - 1. The Bidder is required to deliver each package awarded according to lot lists and size breakdown to be provided by the ACZ. 2. Clearly marked and delivered to the main Stores at R. G Mugabe International.		

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



STATEMENT OF REQUIREMENTS

2.3 Technical Specification and Compliance Sheet

Name of Bidder:

Bidder's Reference Number:

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

Column c must be completed by the Bidder to indicate the full specification of the items offered and their compliance with the specification required (in Column b)

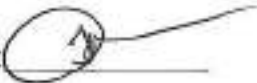
a	b	c
Item No	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder and compliance of items to detail in column b}
The following are the Specifications of the Formal Shoes and Jerseys to be supplied: -		
Package A: Jerseys (SUBMIT SAMPLES)		
Package B: Formal Shoes (SUBMIT SAMPLES)		

The detailed technical evaluation will examine the technical specification of the items offered in column c and determine whether this meets the minimum specification in column b. Bidders must complete column c **or their tender will be rejected**. Bidders are required to include technical literature to positively support the details provided in column c.

2.4 Declaration by the Accounting Officer

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

Signed By the Accounting Officer: T. Gusha

Signature: 

Chief Executive Officer Date: 22 March 2024



PART 3 CONTRACT

3.1 Contract Agreement

Procurement Reference: ACZ/LOCAL/GDS/06/2024

THIS CONTRACT AGREEMENT is made the day of
BETWEEN

- (1) **Airports Company of Zimbabwe (Private) Limited**, a body corporate incorporated under the laws of Zimbabwe and having its principal place of business at Robert Gabriel Mugabe International Airport (hereinafter called "the Procuring Entity"), and
- (2) 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 Goods and ancillary services, viz., **SUPPLY AND DELIVERY OF JERSEYS AND FORMAL SHOES** and has accepted a Bid by the Contractor for the supply and delivery of those Goods in the sum of..... *[insert Contract Price in words and figures, expressed in the Contract currency]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are assigned to them in the General and Special Conditions of Contract referred to below.
2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement.
 - (b) Special Conditions of Contract.
 - (c) General Conditions of Contract.
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications).
 - (e) The Contractor's Bid, original Price Schedules and Delivery Schedule.
 - (f) The Procuring Entity's Notification of Contract Award.



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 of the payments to be made by the Airports Company of Zimbabwe (Private) Limited to the Contractor as mentioned below, the Contractor hereby agrees with the Airports Company of Zimbabwe (Private) Limited to provide the Goods and Services and to remedy any defects in them in conformity with the Contract.
5. The Airports Company of Zimbabwe (Private) Limited hereby agrees to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of any defects in them, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Airports Company of Zimbabwe (Private) Limited

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]*



3.2 General Conditions of Contract

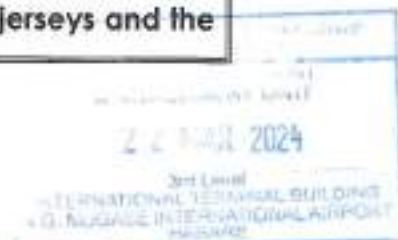
Any resulting contract is subject to the Zimbabwe General Conditions of Contract (GCC) for the Procurement of Goods (copy available on request) except where modified by the Special Conditions below.

3.3 Special Conditions of Contract

Procurement Reference Number: **ACZ/LOCAL/GDS/06/2024**

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

GCC reference	Special Conditions
GCC 7.5	Eligible Countries: All countries are eligible
GCC 8.1	<p>Notices: Any notice shall be sent to the following addresses:</p> <p>For the Airports Company of Zimbabwe (Private) Limited, the address shall be as given in the Contract document and the contact shall be Accounting Officer, Robert Gabriel Mugabe International Airport, 3rd Level, Harare.</p> <p>For the Contractor, the address shall be as given in the Bid and the contact shall be {state name of contact}</p>
GCC 19.1	<p>Liquidated Damages: Liquidated Damages in terms of section 88 of the Act shall apply.</p> <p>If the CONTRACTOR delays in delivering or performing due to a fault or negligence caused or attributable to the Contractor, the AUTHORITY shall claim liquidated damages for the delay which shall be calculated at 2% of contract value per week for a period of two (2) weeks which the CONTRACTOR will be liable to pay.</p> <p>Should the CONTRACTOR fail to perform or deliver after the two (2) weeks period covered by the liquidated damages the ACZ shall terminate the contract due to that delay and the Contractor will be liable for the payment of the accrued liquidated damages.</p> <p>The CONTRACTOR will not be charged liquidated damages when the delay in delivery or performance is a result of circumstances beyond the Contractor's control and is not caused by fault or negligence on the part of the Contractor.</p>
CC 23.1 & 23.2	Inspections: the Contractor is required to carry out inspections to verify the correct sizes, colours and designs for the jerseys and the



CONTRACT

GCC reference	Special Conditions
	shoes. The Bidder will remedy at his / her own expense any defects that are due to faulty material, design or workmanship and pay for any damage for the other work resulting therefrom.
GCC 24.1	Performance security: The Contractor shall provide a performance security of 10% of the Contract Price. 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 Airports Company of Zimbabwe (Private) Limited. The format shall be based on the template following the Special Conditions of Contract in this Part.
GCC 24.4	Reduction of performance security: There shall be no reduction in the performance security during contract period. The performance security will only be released upon 100% delivery of the Formal Shoes and Protective Clothing and Issuing of the Goods Received Voucher (GRV).
GCC 25.1	Warranty: The period of warranty shall be six (6) months .
GCC 25.6	Failure to remedy a defect: The period allowed to the Contractor to remedy a defect during the period of the Warranty shall be 14 days .
GCC 29.1	Price adjustments: Any price variation shall be subject to approval by relevant ACZ Authorities.
GCC 30.1	<p>Terms of Payment: Payment shall be done 21-30 days after delivery upon submission of a Delivery Note and a Tax Invoice and Issuance of a Goods Received Voucher</p> <p>Advance payment: Should advance payment be required, it would be subject to negotiation and approval by relevant ACZ Authorities.</p>
GCC 31.1	Contract Administration Fee: The Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations is due upon the signing of the Contract and the applicable Fee is USDS



3.4 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

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