



*Achieving Business Excellence Through Standards*

**STANDARD  
BIDDING  
DOCUMENT**

**for the  
Provision of Canteen  
Services**

**15 MARCH 2024**

**BIDDING DOCUMENT FOR THE PROVISION OF CANTEEN SERVICES**

**PROCUREMENT REFERENCE NO: SAZ/CANTEENSER/02/2024**

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

**Procurement Reference No:** SAZ/CANTEENSER/02/2024

**Procuring Entity:** Standards Association of Zimbabwe

**Date of Issue:** 15 MARCH 2024

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# BIDDING DOCUMENT FOR THE PROVISION OF CANTEEN SERVICES

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PART 1 BIDDING PROCEDURES

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## PART 1: BIDDING PROCEDURES

### References:

References to the Act are to the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] 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.

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### Preparation of Bids

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

1. the **duly filled** 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. Registration with the Procurement Regulatory Authority of Zimbabwe;
5. Valid Catering license
6. NSSA certificate
7. A bid securing Declaration.
8. A copy of CR 14 and CR 6
9. Memorandum of Articles, Certificate of Incorporation and Company profile
10. Three written and signed trade references on company letterheads from organizations which bidder has done similar contracts in the past 24 months
11. Three copies of the bidding document of which one is the Original and 2 are copies. In the event of any conflict, the submissions in the Original document will be taken to be a true representative of the bidder's submission
12. At least three traceable trade referrals from previous sales/ customers in the relevant category, in the form of;
  - ❖ Trade reference letters, which are not more than two (2) years old. The letter should be on the company's letterhead and signed/stamped
13. All bidders MUST declare their conflict/non – conflict of interest position with regard to this procurement
14. (m) Bid Validity of 90 days from tender closing date should be stated

**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.**

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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**

The requirement has one package, as indicated in Part 2, Statement of Requirements.

### **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.

### **Clarification**

Clarification of the bidding document may be requested in writing by any Bidder up to the 21<sup>st</sup> of March 2024 and should be sent to **procurement@saz.org.zw** or, **Procurement Management Unit, Standards Association of Zimbabwe, 1 Northend Close, Northridge Park, Borrowdale, Harare, Zimbabwe**

### **Validity of Bids**

The minimum period for which the Bidder's bid must remain valid is **90** days from the deadline for the submission of bids.

### **Mandatory Site Visit**

**A site visit will be conducted on the 20<sup>th</sup> of March 2023 at 1000hrs, at the Associations HQ at No1 Northend Close, Northridge park Borrowdale Harare. All bidders are encouraged to attend. Non- attendance shall result in disqualification. A Site register certificate will be issued and it shall form part of the requirements to be submitted by bidders.**

### **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. Three copies of the Bid should be provided. Bidders must prepare one original of the documents comprising the Bid and clearly mark it "ORIGINAL." In addition, 2 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: **25 March 2024** **Time:1000hrs**

Submission address: **Procurement Management Unit  
Standards Association of Zimbabwe  
1 Northend Close, Northridge Park, Borrowdale , Harare, Zimbabwe**

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## **PART 1 BIDDING PROCEDURES**

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### **Bid opening**

Bidders and their representatives will be allowed to witness the opening of bids which will take place immediately after closing.

### **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.

### **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. Bids must be priced in USD

### **Bid Security**

Bidders are required to complete the bid securing declaration. Bids securing declarations which are not authorised/signed shall be treated as non-responsive which leads to disqualification.

### **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 most economically advantageous tender.

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

### **Review by the Special Procurement Oversight Committee (SPOC)**

This requirement is not subject to (SPOC).

### **Evaluation criteria**

**The Authority is not obliged to award tender to the bidder with the lowest price.**

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

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### **PART 1 BIDDING PROCEDURES**

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#### **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, Bidders must

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.
8. Valid NSSA certificate
9. Bid security. Fully completed and authorised bid securing declaration.
10. Bid Validity. Bidder to state bid validity of the Bid Submission sheet
11. Three written and signed references from reputable companies which the bidder has provided similar services within the past 24 months
12. Policy Documents. Bidders are required to submit their policy documents that are related to the provision of Canteen services. Etc SHEQ policy, Quality policy.
13. Qualifications. The bidder should provide certified copies of qualifications of key employees or members of staff who will operate the canteen. Valid Medical (food handlers) certificate is a must
14. Proof of Capacity and Experience. A minimum of two contracts on the provision of canteen services with values of at least in the amount of financial offer of the bidder for this procurement requirement. Eg Contracts/Purchase orders awarded and executed.
15. Inspection of Premises. SAZ reserves the right to inspect the bidders operating premises to verify capacity to deliver. SAZ may disqualify a bidder if the premises fail to meet the minimum required standards as per its vendor rating checklist. Bidder to submit their physical address of operating premises.

#### **Currency**

Bids shall be strictly priced in USD and payment shall be made at the prevailing Interbank rate of the date of payment. The currency of evaluation will be **USD**.

#### **Award of Contract**

The most economically advantageous tender, 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

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## **PART 1 BIDDING PROCEDURES**

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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.

### **Contract Administration fees**

The contract will only be valid subject to payment of annual contract administration fees to be determined by PRAZ

### **Contract Duration**

The contract shall have a duration of 24 months effective from the date of contract signing.

### **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.



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**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 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: ..... {days} from the date of submission.

We confirm that the prices quoted in the attached Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision, variation or adjustment.

**Bid Authorised by:**

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

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**PART 2 STATEMENT OF REQUIREMENTS**

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**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 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, upon our receiving 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.

<b>Signed</b> .....	<b>Name:</b> .....
	...
<b>In capacity of:</b> .....	<b>Date:</b> .....(DD/MM/Y Y)
<b>Duly authorised for and on behalf of:</b>	
<b>Company</b> .....	
<b>Address:</b> .....	
.....	
<b>Corporate Seal (where appropriate)</b>	

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

### **OBJECTIVES AND SCOPE OF WORK**

Standards Association of Zimbabwe will be outsourcing canteen services and this Standard bidding documents seeks to set out the operational framework as well as obligations for both SAZ and the outsourced caterer in running of the Canteen. The Canteen which is located at No1 Northridge Park Borrowdale, Harare forms part of SAZs staff wellness interventions where employees are provided meals at subsidized prices. Meals will be generally in the following categories

- 1. Western and Traditional meals as specified by the caterer**
- 2. Customised Western and Traditional as per order**

Standards Association of Zimbabwe shall be responsible for payment of 100% of the basic meals. Additionally, the caterer shall provide any additional meals/teas as requested by employees on the walk in basis and the ordering employees shall pay 100% of the bill upon receiving the order. SAZ will book teas/sandwiches/lunch from time to time in line with its trainings being held at any of its premises ( HQ, Coventry and Craster branch) and shall be supported with a Purchase Order. The Canteen will be open for purposes of serving the staff members and tenants (which may have a separate arrangement) between 0800hrs to 1600hrs from Monday to Friday.

SAZ have an establishment of 120 staff members. 55 members at HQ, 43 members at Coventry branch and 21 members at Craster branch.

#### **Minimum requirement of work force at SAZ canteen**

The minimum number to be determined during site visit

The Canteen shall include the Kitchen, serving and eating area. The bidder should have own premises or facility providing similar services in the event that SAZ canteen is unavailable. The site is subject to inspection and evaluation as part of the bid evaluation.

#### **Obligations of Standards Association of Zimbabwe**

The Association shall be responsible of the following

- (a) Payment of meals. Monthly basis and no later than 7 days after receiving the bill.
- (b) Monitoring and evaluation of caterer in compliance with the agreed minimum standards as per Service Level Agreement (SLA)
- (c) Mandatory certifications in line with City of Harare and regulatory Authorities. The contractor shall assist on procedures to follow to attain certifications.

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## **Obligations of the Caterer**

The Caterer shall be responsible for the following

- (a) Meal provision as per agreement
- (b) Provision of ingredients
- (c) Record of meal supplied
- (d) Security (Ensure that the Canteen is secured for own stock).
- (e) Ensure that the premises (Canteen) is always clean as agreed in the SLA
- (f) Rental charges shall be USD 685.23 payable with RTGS at the interbank rate prevailing on the day of payment.
- (g) Utilities (electricity and water). Operating charges shall take a share of 2.90% of the total utility bills at Head Office, 1 Northend Close, Northridge Park Borrowdale, Harare.
- (h) The provision of canteen equipment and maintenance. The contractor shall provide cutlery that shall be used on meal preparation and meal serving for staff.

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PART 2 STATEMENT OF REQUIREMENTS

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## List of Services and Price Schedule

Name of Bidder:

Procurement Reference number:

Bidder's Reference Number:

*{Note to Bidders: Complete the currency of your quotation and the unit and total rates for each item listed below*

Currency of Quotation/Contract \_\_\_\_\_

Item No	Description of Goods	QTY	Physical Unit	Unit Cost Per Person	Total cost X estimated Pax
1	Food (western menu)				
2	Food (traditional menu)				
3	Food ( semi-western menu)				

*The bidder should indicate all the costs that are necessary to meet the requirements. The quotation shall include inter alia direct and indirect wages, overheads, cost of transport, all applicable taxes and cost of material.*

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**PART 2 STATEMENT OF REQUIREMENTS**

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**Declaration by the Accounting Officer**

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

**On and behalf of**

Standards Association of Zimbabwe

Miss Leonorah Shonhiwa

LCS 

Signature.....

15/03/2024

Date .....



## **PART 3 CONTRACT**

### **Contract Agreement**

**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 Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Contractor for the supply of those Goods and Services 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;
  - (g) *[Add here any other document(s)]*.

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**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 Procuring Entity to the Contractor as mentioned below, the Contractor hereby agrees with the Procuring Entity to provide the Goods and Services and to remedy any defects in them in conformity with the Contract.
5. The Procuring Entity hereby agrees to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of any defects in them, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

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

**For and on behalf of 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]*



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PART 3

CONTRACT

## General Conditions of Contract

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

## Special Conditions of Contract

Procurement Reference Number: .....

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

GCC reference	Special Conditions
GCC 7.5	<b>Eligible Countries:</b> All countries are eligible, except for <i>[list countries]</i> .
GCC 8.1	<b>Notices:</b> Any notice shall be sent to the following addresses:  For the Procuring Entity, the address shall be as given in the Contract document and the contact shall be <i>[state name of contact and the location where he/she can be found]</i> .  For the Contractor, the address shall be as given in the Bid and the contact shall be <i>{state name of contact}</i>
GCC 19.1	<b>Liquidated Damages:</b> Liquidated Damages in terms of section 88 of the Act shall/shall not <i>[delete as appropriate]</i> apply. <i>[Where applicable, state the percentage of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction after which the Contract may be terminated. State the terms of liquidated damages by specifying the details as required in section 88 of the Act.]</i>

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GCC reference	Special Conditions
GCC 21.2	<p><b>Packing, Marking and Documentation:</b> The goods shall meet the following special packing requirements in addition to the general requirements stated in GCC clause 21.1 <i>[State any special packing requirements]</i></p> <p>The documents to be furnished by the Contractor are:</p> <p><i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Contractor's warranty certificate, inspection certificate issued by nominated inspection agency, Contractor's factory shipping details etc]</i></p> <p><b>Sample provision - For Goods supplied from abroad:</b></p> <p>Upon shipment, the Contractor shall notify the Procuring Entity and the insurance company in writing of the full details of the shipment. In the event of Goods sent by airfreight, the Contractor shall notify the Procuring Entity a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Contractor shall email and then send by courier the following documents to the Procuring Entity, with a copy to the insurance company:</p> <ul style="list-style-type: none"><li>(i) one original and two copies of the Contractor's invoice, showing the Procuring Entity as the consignee; the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original;</li><li>(ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Procuring Entity as the consignee and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</li><li>(iii) two copies of the packing list identifying contents of each package;</li><li>(iv) copy of the Insurance Certificate, showing the Procuring Entity as the beneficiary;</li><li>(v) one original of the manufacturer's or Contractor's Warranty Certificate covering all items supplied;</li><li>(vi) original copy of the Certificate of Inspection furnished to the Contractor by the nominated inspection agency and six copies <i>[state whether inspection is required]</i>;</li><li>(vii) <i>[any other procurement-specific documents required for delivery/payment purposes]</i>.</li></ul> <p><b>Sample provision - For Goods from within Zimbabwe</b></p> <p>Upon or before delivery of the Goods, the Contractor shall notify the Procuring Entity in writing and deliver the following documents to the Procuring Entity.</p>
	<p><del>Page 18 of 20</del></p> <ul style="list-style-type: none"><li>(i) one original and two copies of the Contractor's invoice, showing the Procuring Entity, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original;</li></ul>

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GCC reference	Special Conditions
GCC 22.1	<b>Insurance:</b> The Goods shall be insured <i>[state whether as specified in the Incoterms or any alternative arrangement.]</i> .
GCC 23.1 & 23.2	<b>Inspections and tests:</b> the tests and/or inspections of the Goods and Related Services that the Contractor is required to carry at its own expense are: <i>[provide details including the place where the tests will be carried out or delete]</i> .
GCC 24.1	<b>Performance security:</b> The Contractor shall provide a performance security of <i>[state a fixed amount or percentage, which shall be no more than ten (10) per cent]</i> 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 Procuring Entity. The format shall be based on the template following the Special Conditions of Contract in this Part <i>[Delete if performance security is not required.]</i>
GCC 24.4	<b>Reduction of performance security</b> <i>[State whether the Performance Security will be progressively reduced in line with the Contractor's progress in delivering or completing the procurement requirement to which the security relates]</i>
GCC 25.1	<b>Warranty:</b> The period of the warranty shall be <i>[state number of]</i> months.
GCC 25.6	<b>Failure to remedy a defect:</b> The period allowed to the Contractor to remedy a defect during the period of the Warranty shall be <i>[state number of months or days]</i> .
GCC 29.1	<b>Price adjustments:</b> The following price adjustments are applicable <i>[State any arrangements for adjustment of the contract price.]</i>
GCC 30.1	<b>Terms of Payment:</b> The structure of payments shall be: <i>Sample provision</i> <b>Advance payment:</b> <i>[State whether any advance payment, as defined in section 63 (1) of the Regulations is to be made and any security required or delete this provision.]</i> <b>On Delivery:</b> Ninety (90) per cent of the Contract Price shall be paid within a maximum of sixty (60) days of receipt of the Goods and upon submission of the documents specified in GCC Clause 13. <b>On Acceptance:</b> The remaining ten (10) per cent of the Contract Price shall be paid to the Contractor within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
GCC 31.1	<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 \$ <i>[State applicable Fee or delete]</i> .

**BIDDING DOCUMENT FOR THE PROVISION OF CANTEEN SERVICES**

**PROCUREMENT REFERENCE NO: SAZ/CANTEENSER/02/2024**

**PART 3**

**CONTRACT**

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**Bank Guarantee for Performance Security**

*[Delete page if no Performance Security is required in the SCC]*

*[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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