

#### PEOPLES OWN SAVINGS BANK OF ZIMBABWE (POSB)

#### STANDARD BIDDING DOCUMENT

#### FOR THE REPAIR AND MAINTENANCE OF AIRCONDITIONERS USING FRAMEWORK

#### AGREEMENTS AND SUBSEQUENT CALL-OFF CONTRACTS.

#### 18 April 2025

Standard Bidding Document for the Procurement of Non-Consultancy Services for the provision of Aircons Servicing and Repairs using Framework Agreements and subsequent Call-Off Contracts.

Procurement Reference No: POSB-FRAM 34-2025

**Procuring Entity: POSB** 

Date of Issue: 18 April 2025

#### **Table of Contents**

Part 1: Bidding Procedures and Bid Submission Sheet

Part 2: Statement of Requirements

Part 3: Contract

This Standard Bidding Document (SBD) has been prepared with a view to forming three (3) years Framework Agreements (FA) for the repair and maintenance of **air conditioners with** POSB with more than one service providers operating in Zimbabwe and registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ) with second-stage competition.

All stages of the procurement up to the award of the framework agreement, the contracts to be concluded under it (call-offs) and the performance of both shall be governed by the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] (No. 5/2017), hereinafter referred to as the "Act" or "PPDPA Act", and the Public Procurement and Disposal of Public Assets (General) Regulations, 2018 (Statutory Instrument 5 of 2018, as amended) hereinafter referred to as the "Regulations", as well as other applicable legislation of Zimbabwe.

The framework agreement will be formed through competitive bidding organized for this purpose, according to section 30(3) (a) of the PPDPA Act. All contracts based on the framework agreement shall be awarded in accordance with the procedures set forth in the framework agreement, in accordance with section 30(3) (b) of the PPDPA Act.

#### **PART 1: BIDDING PROCEDURES**

#### References

The definitions used in the Public Procurement and Disposal of Public Assets Act [Chapter] ("the Act"), the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory

Instrument No. 5 of 2018) ("the Regulations") and the General Conditions of Contract for the Procurement of Non-Consultancy Services apply to this Standard Bidding Document. The Act and the Regulations govern the submission of Bids and should be read by all Bidders. Procurement Reference Number: POSB FRAM 34-2025

#### **Preparation of Bids**

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

- 1. Fully signed Bid Submission Sheet
- 3. Company profile containing company registration documents.
- 4. Bid Securing Declaration in the format provided.
- 5. Proof of current registration with the Procurement Regulatory Authority of Zimbabwe in the relevant category for Aircons maintenance and repair services
- 6. Valid Tax clearance Certificate (ITF 263)
- 7. Valid NSSA Compliance certificate.

- 8. Three written references from previous or current corporate customers where services of the similar nature have been or are being provided from corporates, public entities, banks, or blue-chip entities
- 9. Proof of authorised dealership with original equipment manufacturer.
- 10. Relevant documents to show authorization as an approved installer from sole distributors and/or the original equipment manufacturer of air conditioning units to be supplied.
- 11. NEC Certificate

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. 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.

#### **Lots and Packages**

This tender is not divided into lots.

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

#### Clarification

Clarification of the bidding document can be obtained through electronic government procurement system (egp.https: egp.praz.org.zw) up to 21 May 2025 during office hours.

#### **Pre-bid meeting**

N/A

#### Services to be performed, location(s), and other requirements

The services to be performed under the Contract, the location or locations where these services are to be performed, the times of performance the manpower, equipment, and other resources required, and the supervising agent at these locations are stated in the Statement of Requirements in Part 2. Bidders must signify their acceptance of these requirements when submitting their Bid.

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

#### Documents establishing conformity of services

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

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

#### Eligibility and qualification requirements

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

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

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

Participation in this bidding procedure is open to Zimbabwean bidders only.

#### Validity of Bids

The minimum period that the Bidder's bid must remain valid is at least Sixty (60) days from the deadline for the submission of bids.

#### **Submission of Bids**

Bids must be submitted online through the egp system, 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 the submission of their bid that has the correct details of the Bidder and the number of the Bid.

**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:	[21/05/2025]	Deadline Time: [10:00 CAT]
Submission address:	[Online on the (https://egp.praz.org.zw	E-GP systemportal
Means of acceptance:	Electronic bid	

#### **Bid opening**

The opening of bids will take place at the submission address immediately following the deadline.

#### 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 in the Price Schedule included in Part 2: Statement of Requirements.

#### **Bid Security**

The Bidder must include A "Bid-Securing Declaration" using the form included in Part 2.

Any Bid not accompanied by a **Bid Securing Declaration** will be rejected by the Procuring Entity as non-responsive.

Bid-Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration must be in the names of all intended partners.

#### **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 Regulation, and to confirm that the Bid is administratively compliant in terms of section 28(2) of the Regulation.
- 2. Technical evaluation to determine their substantial responsiveness to the specifications in the Statement of Requirements.
- Financial evaluation and comparison to determine the evaluated price of Bids and to determine the lowest evaluated Bids. The Authority shall conclude the FAs with all bidders substantially responsive to the requirements of this bidding document.

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.

#### Currency

Tenders should be priced in United States Dollars. Payments shall be made in ZWL after contract performance. The bidder should note that the bid price is not going to be used for contract purposes since there shall be a secondary procurement process in line with the actual services to be performed i.e., minor, interim, or major service

#### **Award of Contract**

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

#### **Right to Reject**

The Procuring Entity reserves the right to accept or reject any Bid 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:

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

#### Declaration by the Accounting Officer

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

**GARAINASHE CHANGUNDA** 

Signed or CHIEF EXECUTIVE A OFFICER

#### **Open/Closed Process**

**This Framework Agreement is a closed Agreement.** The Authority shall conclude the FAs with all compliant bidders.

#### **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 authorized in the signature block below. A signature and authorization on this form will confirm that the terms and conditions of this Bid prevail

over any attachments. If your Bid is not authorized, it may be rejected. If the Bidder is a Joint Venture (JV), the Bid must be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
Bidder's Reference Number:	
Date of Bid:	

We offer to 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.

**Bid Authorized By:** 

List of Services and Price Schedule	
Procurement Reference Number:	
Bidder's Name:	
Bidder's Reference Number:	
Note to Bidders: Complete the currency of your quotation and the to for each item listed below.	unit and total rates
Currency of Quotation/Contract:	

Item No¹	Description of Services	Input Quantity	Unit of Measure	Unit Rate	Total Price <sup>2</sup>
<u> </u>			Other costs	additional	
			VAT		
			Total		

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

Note 2: Include any additional costs, such as transport, hire, or purchase of equipment to perform the services.

#### SCHEDULE OF AIRCONS TO BE SERVICED OR REPAIRED

#### Proposed Methodology, Work Plan, and Schedule

{State the methodology and work plan you would propose to complete the required Services, the associated resources, and the schedule for commencement and completion.}

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

Cianad		Mama	
Signed	•••••	Name:	
	•••		
In capacity of:		Date:	(DD/MM/Y
in capacity on	Y)	<b>Daile:</b>	(22),,,,,,
Duly authorised	I for and on behalf of:		
Company			
Address:			
Corporate Seal	(where appropriate)		

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

#### Part 2: STATEMENT OF REQUIREMENTS

The following specific requirements for the Non-Consulting Services to be procured complement, supplement, or amend the provisions in the Bidding Procedures. Whenever there is a conflict, the provisions set out below prevail over those in the Bidding Procedures.

Subject	Requirement	
Services to be performed		
	Provision of Aircons servicing and repairs under framework agreement	
Location(s)	All POSB Branches countrywide	
Time of performance	Weekdays	
Duration of contract	Three years	
Manpower	Standard Workshop equipped with a minimum of:	
	Qualified class 1 technicians with a minimum of 5 years'	
	experience in the related industry (attach CVs and proof of qualifications).	
Equipment	Fully equipped workshop. The committee shall visit to	
	inspect and confirm. Unsatisfactory report leads to	
	automatic disqualification.	
Premises	Safe operating premises rented/owned	
Other requirements	Supply and fit genuine or approved after-market parts as recommended by the original equipment manufacturer	
Dealership	Proof of Dealership from the Original Equipment Manufacturer (EOM) for the respective generator brand	

#### SCHEDULE OF AIRCONS TO BE SERVICED OR REPAIRED

Air Conditioning Units	Serial Number	Location
Media Split Wall Airconditioner- 18 000 Btu		
Unit	D212231820114604120005	Bindura
48 000 Btu Underceling Airconditioning Unit		Bindura
Galanz M/W Split Type 24000 Btu Air Con Unit		Kwekwe
Galanz M/W Split Type 24000 Btu Air Con Unit		Kwekwe
12 000btu Midwall Split Air Conditioner		Gweru
Midea Air Conditioning Unit M/W Split Type	D120049490615320120066	Zvishavane
Media C/C Air Conditioning Unit		Zvishavane

Air Conditioning Units	Serial Number	Location
18 000 Btu Icestream Mid Wall Split Type Air	C101352910211527130026	Gwanda
Con		
Galanz Mid Wall Split Type Air Conditioner	\$10k11936 (5) 0050	Esteem
Unit		Bulawayo
Galanz Mid Wall Split Type Air Conditioner	\$10k11936 (5) 0097	Esteem
Unit		Bulawayo
Galanz Split Wall Mount Ac	\$10k11938(5)0027	Esteem
	010111000/51000/	Bulawayo
Galanz Split Wall Mount Ac	S10k11938(5)0026	Esteem
Media Aircon		Bulawayo
	C101376610611a10120119	Haylet House
Dunham Bush Air Conditioning Unit Mid Wall  Dunham Bush Under Ceiling Air	C1013766106110110120119	Haylet House
Condintioning Units		Haylet House
Dunham Bush Under Ceiling Air		Haylet House
Condintioning Units		
Dunham Bush Under Ceiling Air		Haylet House
Condintioning Units		
Dunham Bush Under Ceiling Air		Haylet House
Condintioning Units		Fort Street
Underceiling Air Conditioning Unit Underceiling Air Conditioning Unit		Fort Street
Dunham Bush Mid Wall Split Type Aircon		Fort Street
Air Conditioning Unit	C101391200611b09130018	Bulawayo Main
Air Conditioning of in Air Curtain	C1010/1200011D0/130016	Bulawayo Main
Air Conditioning Curtain		Victoria Falls
Galanz Mid Wall Air Conditioning Unit		Victoria Falls
Galanz Mid Wall Air Conditioning Unit		Victoria Falls
12000btu Air Conditioning Unit	145030050	Gokwe
12 000 Btu Galanz M/W Air Conditioning Unit	14000000	Gokwe
24000 Btu M/W Galanz Air Conditioners		Gokwe
24000 Bto M/W Galariz Air Conditioners		Gokwe
24000 Bto M/W Galariz Air Conditioners		Gokwe
24000 Bto M/W Galanz Air Conditioners		Gokwe
60 000 Btu Media Ceiling Cassette	'3415610290384140160001	Kadoma
<u>~</u>	'3415610290384140160001	Kadoma
60 000 Btu Media Ceiling Cassette	'3415610290384140160003	
60 000 Btu Media Ceiling Cassette	'3415374470483170820015	Kadoma Kadoma
24 000 Btu Media Ceiling Cassette	34133/44/04031/0820013	
48 000 Btu Under Ceiling Air Conditioning Unit		Nelson Mandela
24 000btu Mid Wall Split Type Air		Nelson Mandela
Conditioning Unit		14613011 1410110610
24 000 Btu Mid Wall Split Type Air	C11376610311a13130013	Nelson Mandela
Conditioning Unit		

Air Conditioning Units	Serial Number	Location
60 000btu Underceiling Air Conditioning		Nelson Mandela
Units		
60 000btu Underceiling Air Conditioning		Nelson Mandela
Units		
48 000btu Underceiling Air Conditioning		Nelson Mandela
Units		
24 000 Btu U/ C Air Conditioning Unit	C101369860711724130009	Causeway
(Cfe084hm)		
24 000 Btu U/ C Air Conditioning Unit	C101369860711724130006	Causeway
(Cfe084hm)		
48 000 Btu U/C Air Conditioning Unit		Causeway
(Cfe084hm)		
48 000 Btu U/C Air Conditioning Unit		Causeway
(Cfe084hm)		C
48 000 Btu U/C Air Conditioning Unit		Causeway
(Cfe084hm)		Causassass
48 000 Btu U/C Air Conditioning Unit		Causeway
(Cfe084hm) Air Curtain Airconditioning Unit		Carreyvay
		Causeway
24 000 Btu U/ C Air Conditioning Unit (Cfe084hm)		Causeway
24000 Btu U/C Air Con Unit (Cfe084hm)	C10136986071172724130002	Causeway
48 000 Btu Mub-48hrn1 Midea Mid Wall Split	D210049070115320160008	Chiredzi
Air Con Unit	DZ100470/0113320160006	CHITEUZI
48 000 Btu Mub-48hrn1 Midea Mid Wall Split	D210049070115320160002	Chiredzi
Air Con Unit		Crinodzi
Midea 18000 Btu Mid Wall Split Type Air	D210049490415317120148	Mvuma
Conditioner	22.001, 1, 01.001, 1201 10	
24 000 Btu Media Mid Wall Split Type	2412347990469170120026	Mvuma
24000btu Media Air Conditioning Unit	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Mutare
24000btu Media Air Conditioning Unit		Mutare
24000btu Media Air Conditioning Unit		Mutare
24000btu Media Air Conditioning Unit		Mutare
46000btu Media Air Conditioning Units		Mutare
24000btu Media Air Conditioning Unit		Mutare
24000btu Media Air Conditioning Unit  Bunham Bush 36000 Underceiling		Mutare
9		Chinhoyi
Airconditioining Unit  Dunham Bush 12000 Btu Mid Wall Split	C101391200611b09130005	Chinhoyi
Airconditioning Unit		
Bunham Bush 36000 Underceiling		Chinhoyi
Airconditioining Unit		
Bunham Bush 36000 Underceiling		Chinhoyi
Airconditioining Unit		J
12000 Btu Mid Wall Split Type Air		Chitungwiza
Conditioning Unit		
	<u> </u>	

Air Conditioning Units	Serial Number	Location
12000 Btu Mid Wall Split Type Air		Chitungwiza
Conditioning Unit		Ŭ.
48 000 Btu Underceiling Air Conditioning Unit	C101371390311801130002	Chitungwiza
48 000 Btu Underceiling Air Conditioning Unit		Chitungwiza
49 000 Btu Underceiling Air Conditioning Unit		Chitungwiza
36 000 Btu Media Ceiling Cassette Air		Highglen
Conditioner		
48 000 Btu Mid Wall Split Air Con Unit	241257103106a29010600014	Highglen
60 000 Btu Mid Wall Split Air Con Unit	24127103106a290160005	Highglen
60 000 Btu Mid Wall Split Air Con Unit	241222362116909016001	Highglen
36 000 Btu Samsung Air Con Unit		Esteem Harare
2700 Watts Mistral Ceiling Cassett Air		Esteem Harare
Conditioning Unit		
2701 Watts Mistral Ceiling Cassett Air		Esteem Harare
Conditioning Unit		
12 000 Btu Media Air Con Unit		Esteem Harare
18000 Btu Mid Wall Split Aircon Unit		Westgate
18000 Btu Mid Wall Split Aircon Unit		Westgate
36,000 Btu Ceiling Cassete Air Con Unit		Westgate
36,000 Btu Ceiling Cassete Air Con Unit		Westgate
36,000 Btu Ceiling Cassete Air Con Unit		Westgate
24 000 Btu U/C Air Con Unit (Cfe084hm)	C101369860711724130006	Causeway
24000btu Air Conditioning Unit	120820022	Head Office
36000btu Galanz Midwall Air Conditioner		Head Office
Unit	0.41.440.1070.47.100.1500.00	
18 000 Btu Media Ceiling Cassette	241462107047a190150009	Head Office
36 000 Btu Media Ceiling Cassette	241391445077709015002	Head Office
36 000 Btu Media Ceiling Cassette	241462107047a190150009	Head Office
9000btu Air Conditioning Unit	208283803050022	Head Office
36000btu Media Air Conditioning Unit		Head Office
18000btu Media Air Conditioning Unit		Head Office
Lg 24000 Btu Underceiling Air Conditioing	2413914450677140160002	Head Office
Unit	0.41201.4450777000150002	Lla sial Office
24000btu Underceiling	2413914450777090150003	Head Office
9000btu Air Conditioning Unit	208283803050022	Head Office
36000btu Media Aircon Unit	D010000 4/001 57071 00075	Head Office
18000btu Midwall Split Airconditioner	D210239460315727120075	Head Office
18000 Btu Mid Wall Air Con Unit	D210239460315727120114	Head Office
18000btu Air Conditioning Unit (Home Mate)	Q5256140505010042	Head Office
18000btu Air Conditioning Unit Lg	<b></b>	Head Office
12000btu Cassette Invertor Aircon Unit	D210049040315324160003	Head Office
18000btu Air Conditioning Unit	010kavh00455	Head Office
Media 18 000 Btu Aircondtioning Unit C/C		Head Office
18 000 Btu Media Ceiling Cassete Aircon Unit	2413914450877140160009	Head Office

Air Conditioning Units	Serial Number	Location
12 000 Btu Mid Wall Air Con Unit	G41120102900d6070103	Head Office
18 000 Btu Mid Wall Air Con Unit	G41180101600d6070028	Head Office
18 000 Btu Mid Wall Air Con Unit	G41180101600d6070028	Head Office
18,000 Btu Media Cassete Air Con Unit		Head Office
48,000 Btu Media Cassete Air Con Unit		Head Office
46,000 Btu Media Cassete Air Con Unit		Head Office
24 000 Btu Underceiling Air Con Unit		Head Office
24 000 Btu Underceiling Air Con Unit		Head Office
36 000 Btu Underceiling Air Con Unit		Head Office
Midea C/C Air Conditioning Unit		Beitbridge
Midea C/C Air Conditioning Unit		Beitbridge
Midea C/C Air Conditioning Unit		Beitbridge
Midea C/C Air Conditioning Unit		Beitbridge
Midea C/C Air Conditioning Unit		Beitbridge
Midea Mid Wall Split Type 18000 Btu	D212112690113823120016	Mutoko
36000btu Airconditioning Unit		Mutoko
36000btu Airconditioning Unit		Mutoko

#### **DESCRIPTION OF EQUIPMENT TO BE SERVICED OR MAINTAINED**

- High Wall Splits
- Under ceiling Cassettes
- Ceiling Cassettes

### SERVICING AND MAINTENANCE TO BE CARRIED OUT ON EQUIPMENT BY THE SERVICE PROVIDER INCLUDE BUT NOT LIMITED TO

- Check the performance & efficiency of the unit.
- Check compressor efficiency.
- Check lubrication.
- Check all electrics.
- Check and thorough clean fins and filters.
- Check gas and add if necessary.
- Check fan & fan blade rotation.
- Tighten all bolts and nuts.
- Check leaks.
- General cleaning of the entire unit.
- Clean evaporator coil.
- Clean condenser.
- Check indoor fan bearings.
- Check compressor oil.
- Check and adjust all the valves.
- Check and grease all moving parts.
- Cleaning and commissioning.

NB: Kindly note that general service of air conditioning units is not limited to the items listed above.

#### Part 3: Contract

#### **CONTRACT AGREEMENT**

{For completion with the authorized 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].

#### **BFTWFFN**

- (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:

- 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)].
- 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

mandarda above, for una en benam er me fredening zinn,		
Signed:		
Name:		
In the capacity of:	[Title or other appropriate designation]	

#### For and on behalf of the Contractor

Tot and on bendit of the Contractor		
Signed:		
Name:		
In the capacity of:	[Title or other appropriate designation]	

#### 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 were 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.

	e General Conditions of Contract.
GCC reference	Special Conditions
GCC 3.6 and 8.1	Authorised representatives:
	<ol> <li>The authorised representative of the Procuring Entity is [names and contact details, including address for delivery of notices].</li> </ol>
	<ol><li>The authorised representative of the Contractor is {names and contact details, including address for delivery of notices}.</li></ol>
GCC 7.4	Ineligible countries: 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:
	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; 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:
GCC reference	Special Conditions

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	[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];
	<ul><li>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</li></ul>
	<ul><li>(c) professional liability insurance, with a minimum coverage of [insert amount and currency];</li></ul>
	(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub- Contractor, in accordance with the 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 be appropriate; 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.]