Procurement Reference Number: ZETDC/DOM/57/2023

# Zimbabwe Electricity Transmission & Distribution Company



STANDARD
BIDDING
DOCUMENT

# For The Supply and Delivery of Power Quality Analysers

Closing Date : 07 December 2023

Closing Time : 1000 hours



Procurement Reference Number: ZETDC/DOM/57/2023

Procurement Reference No:

ZETDC/DOM/57/2023

**Procuring Entity:** 

**ZETDC** 

Date of Issue:

3 November 2023



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#### Part 1: BIDDING PROCEDURES

#### 1.0 References

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

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### 1.1 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. The Bid Submission Sheet in this Part in the format specified in Part 1;
- 2. The Statement of Requirements in Part 2 in the format specified in Part 2;
- 3. All Bidders must complete all schedules without fail for them to be eligible bidders to attach a copy of every document necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations;
- Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe in the correct category for year 2023; Electrical Products: Cables and Materials, Power Back-Up Equipment, Transformers, Standby Generators, Consumables & Accessories (GE001);
- 5. A bid security of **USD500.00** payable in Zimbabwean Dollars at the RBZ prevailing Interbank rate of the day in the format specified in this part;
- 6. Proof of payment of **USD350.00** payable in Zimbabwean Dollars at the RBZ prevailing Interbank rate of the day to the Procurement Regulatory Authority of Zimbabwe Special Procurement Oversight Committee fee;
- 7. A copy of Certificate of Incorporation, CR 14; CR6;
- 8. Proof of registration with ZIMRA;
- Payment terms within 30 days after delivery and must be clearly stated. Invoices will be paid in Zimbabwean dollars at the prevailing Interbank rate on the date of payment;
- 10. Minimum of three (3) Reference lists, i.e. letters from customers (excluding ZETDC) with active contact details showing Bidder's direct experience in the provision of electrical goods.
- 11. Minimum of two (2) Reference lists, i.e. letters from customers (**excluding ZETDC**) with active contact details showing Manufacturer's direct experience in the provision of Power Quality Analysers.
- 12. Manufacturer's supply history of at least 3 years to be provided with the bid.
- 13. Validity of Bids shall be 60 days.
- 14. Delivery period shall be 8 weeks or better to ZETDC Central Stores, Harare.
- 15. Valid Letter of authorisation from manufacturer to be provided by Agents/Non-manufacturers.

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- 16. Technical Brochures with detailed literature covering the tendered items to be included in the bid.
- 17. Drawings and Diagrams of the tendered items to be submitted with the bid.
- 18. Training shall be carried out at the expense of the supplier.
- 19. Factory acceptance test shall be carried out prior to delivery and shall be at the expense of the supplier.
- 20. Valid Copy of ISO 9001/2 or proof of SABS/SAZ mark/certification to be provided with the bid.

You are advised to carefully read the complete Bidding Document, as well as the Special Conditions of Contract in Part 3: Contract, which are available on the Authority's website, before preparing your Bid. Part 3: Contract is provided not for completion at this stage but to enable Bidders to note the Contract terms they will enter into if their Bid is successful. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction. All pages of the Bid must be clearly marked with the Procurement Reference Number above, the Bidder's name, and any reference number.

### 1.2 Lots

There are no Lots on this tender.

#### 1.3 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. 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. Bidders should note that only the main offers will be considered. No alternatives or options will be entertained unless on a separate bid.

### 1.4 Clarifications

Clarification of the bidding document may be requested from ZETDC Supply Chain Manager in writing on duly signed company letterhead by email to <a href="mailto:procurement@zetdc.co.zw">procurement@zetdc.co.zw</a> at any time on or before 21 November 2023. If a prospective Tenderer sends an inquiry after the stated date or the inquiry is received by ZETDC after the stated date, ZETDC shall not respond to the inquiry but ignore it.

## 1.5 Responses to Clarifications

All responses to clarifications will be posted on ZETDC website <u>www.zetdc.co.zw</u>. Bidders should frequently check for updates on the website until the closing date of the tender.

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## 1.6 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

- have the legal capacity to enter into 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;
- not be debarred from participation in public procurement under section 72 (6) of the Act and section 74(1) I, (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 restricted to Zimbabwean bidders and must attach Certification of Incorporation to confirm this.

## 1.7 Pre-bid meeting and Site Visit

No pre-bid meeting and Site Visit has been organized.

## 1.8 Validity of Bids

The minimum period for which the Bidder's bid must remain valid is sixty (60) days from the deadline for the submission of bids.

#### 1.9 Submission of Bids

Bids must be submitted in writing in a sealed envelope to the address below, not later than the date and time of the deadline below. It is the Bidder's responsibility to ensure that they receive a receipt confirming submission of their bid that has correct details of the Bidder and the number of the Bid.

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

Bids should be submitted in duplicate with one (1) original copy marked, "ORIGINAL" AND one (1) copy marked "COPY". All two (2) copies should be in sealed envelopes clearly marked with details

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of the tender, and should be deposited in a tender box situated at the below address. In the event of any discrepancy between the original and the copy, 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:	07 December 2023	Deadline Time:	10:00 hours	
Submission address:	ZIMBABWE ELECTRICITY TRANSMISSION & DISTRIBUTION COMPANY (ZETDC) Ground Floor, Electricity Centre 25 Samora Machel Avenue Harare			
Means of acceptance:	Bids in the sealed envelopes shall situated at the above address. All the bids in the tender submission register prescribed in the register.	the bidders shoul	d record their	

#### 1.10 Bid Opening

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

## 1.11 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.

### 1.12 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.

#### 1.13 Bid Security



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The Bidder must provide a bid security of USD500.00 payable in Zimbabwean Dollars at the RBZ prevailing Interbank rate of the day in the following form:

First Option.

A certified bank cheque; or

Second Option.

A bank guarantee; or

Third Option. A refundable cash deposit of **USD500.00** payable in Zimabwean Dollars at the RBZ prevailing Interbank rate of the day to the Procurement Regulatory Authority of Zimbabwe (PRAZ) – If the third option is chosen, bidders must also submit proof of payment of non-refundable Bid Bond establishment fees **of USD150.00** payable in Zimbabwean Dollars at the RBZ prevailing Interbank rate of the day.

## IF A BIDDER CHOOSES SECOND AND THIRD OPTIONS THE FOLLOWING SHOULD BE NOTED:

## **Second Option**

The required Bank Guarantee should include the following features and be redeemable in Zimbabwe in order for it to be considered valid:

- 1. Letterhead of registered commercial bank (i.e. the Supplier of the Bank Guarantee)
- 2. The Header has to clearly state that it is a Bank Guarantee.
- 3. Purpose of the Bank Guarantee to be clearly stated.
- 4. The date when the Common Seal of the said Surety was effected should be clearly shown.
- 5. Conditions of the said Obligations must be stated.
- 6. The physical address of the Surety should be given.
- 7. The validity period of the Bank Guarantee must be clearly stated.
- 8. Signature of surety and the date when it was endorsed must be clearly shown.
- 9. It must be an original document that is date stamped.
- 10. Bid Bonds from Insurance Companies are not acceptable.

The Bank Guarantee of the unsuccessful bidders will be released immediately after the award of the Tender while that of the winning bidder will only be released after signing of the contract.

## **Third Option**

1. If Option 3 is chosen bidders must pay **USD500.00** payable in Zimbabwean Dollars at the RBZ prevailing Interbank rate of the day for the Bid Security that shall be Refundable at the end of the bid validity period plus another **USD150.00** that shall be non-refundable for cash bid bond establishment fee in line with Part V of the Procurement Regulations (S.I.193 of 2022). The amount is payable at Procurement Regulatory Authority of Zimbabwe (PRAZ), 9<sup>th</sup> Floor, Pearl House, 61 Samora Machel A venue, Harare or to be deposited in the following account numbers:

## 2 NON-REFUNDABLE (LOCAL)

BANK NAME:

COMMERCIAL BANK OF ZIMBABWE

ACCOUNT NAME:

PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE

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Conditionario, Electronic Centre

Procurement Reference Number: ZETDC/DOM/57/2023

ACCOUNT NUMBER:01121064850020

BRANCH:

KWAME NKRUMAH

## 3 REFUNDABLE (LOCAL)

BANK NAME:

COMMERCIAL BANK OF ZIMBABWE

ACCOUNT NAME:

PROCUREMENT REGULATORY AUTHORITY OF ZIMBABWE

ACCOUNT NUMBER:01121064850030

BRANCH:

KWAME NKRUMAH

NB: The bid security shall be valid for sixty (60) days after the closing of this tender and the original proof of payment must be submitted together with the bid.

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

#### 1.14 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 Bid.

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

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

Section 54 of the Act provides for review by the SPOC. This requirement will be subject to SPOC.

#### 1.16 Currency

Bids should be priced in United States Dollars.

#### 1.17 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

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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.

## 1.18 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.

### 1.19 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 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.



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#### 1.20 Bid Submission Sheet

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

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

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

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

We 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 Authorised By:

Signature	N	Name:	
Position:		Date:	(DD/MM/YY)
Authorised for	or and on behalf of:		
Company			
Address:	-		
			U. F. E PROCURENCY

Procurement Reference Number: ZE		
Part 2: STATEMENT OF REQUIREM	IEN S	
2.1 List of Services and Price So	chedule	
Procurement Reference Number:	ZETDC/DOW57/2023	
Bidder's Name:		
Bidder's Reference Number:		=

## Currency of Bid – USD

а	b	С	d	е	f	g	h	<b>数国人类</b>	
Item No¹	Description of Goods	Qty <sup>2</sup>	UoM	Unit Price Excl Duty and VAT <sup>3</sup>	Sub Total Excl Duty and VAT (c * e)	Duty (% * f)	Sub Total Incl Duty Excl VAT (f + g)	VAT (15% *h)	Total Incl Duty and VAT (h + i)
		700 1100		[to be provided by the Bidder]	[to be provided by the Bidder]	[to be provide d by the Bidder]	[to be provide d by the Bidder]	[to be provided by the Bidder]	[to be provide d by the Bidder]
1	Power Quality Analysers	7	Each						



2.2	Delivery Schedule	
ZET	DC/DOM/57/2023	

Item No.	Description of Goods	UOM	Delivery Date Required by Procuring Entity and applicable INCOTERM	Bidder's offered Delivery period
			[Cost Insurance Freight]	{to be provided by the Bidder}
1	Power Quality Analysers	Each	8 Weeks or better CIP Harare	

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

The Project Site for delivery of the goods is the final destination:

ZETDC Central Stores, No 1 Harare Drive, Ardbennie, Harare, Zimbabwe



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## 2.3 TECHNICAL SPECIFICATION FOR POWER QUALITY ANALYSERS

#### 2.3.1 SCOPE

The specification provides for the supply and delivery of Power Quality Analysers. The Power Quality Analysers shall be used in 3phase AC 50Hz power circuits.

The Supplier shall state name, place and country of manufacture. The Supplier shall state whether or not the Power Quality Analysers are produced under license, in which case the licence holders' name shall be stated.

Tenderers shall include a complete statement of compliance with this specification. For every clause in this specification the Tenderer shall state compliance or non-compliance and shall elaborate where appropriate.

Tenderers shall use the words "comply", "do not comply" with this specification or in the clauses of an informative nature, "noted". Where the words "do not comply" are used the Tenderer shall state whether modifications could be made and whether modifications would be undertaken. The cost implications of such modifications must be indicated in the statement of compliance as well as the pricing schedules.

On equipment training it is imperative that the supplier devises a program that includes but not limited to equipment rigs, interpretation of raw data, data processing and conversions to information, interpretation of results and most effective course of action in such circumstances. Data from plants worked on would be most beneficial. Factory Acceptance Testing (FAT) will entail the above at the supplier's site. 2 Engineers will undergo the training and the costs of training will be borne by the supplier for a period of one week.

The manufacture of the power quality analysers should only commence after inspection of the prototype by at least two (2) **ZETDC Engineers (FATs).** The supplier will meet all the costs associated with the inspection of the prototype power quality analysers.

## 2.3.2 DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of Tenders, ZETDC will determine whether each Tender is substantially responsive to the requirements of the Tender Document.

For the purpose of this clause, a substantially responsive Tender is one which will conform to all the terms, conditions and specifications of the Tender Document without material deviations or reservations. A material deviation or reservation is one which affects in a substantial way the price, scope, quality, completion, timing or administration of the works undertaken by the Tenderer under the Contract, or which limits in a substantial way, inconsistent with the Tender Document, the Zimbabwe Electricity Transmission and Distribution Company's rights or the Tenderer's obligations under the Contract and the rectification of which would affect unfairly the competitive position of other Tenders who have presented substantially responsive Tenders at reasonable prices.

A Tender determined to be substantially non-responsive will be rejected by the Company and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

The Zimbabwe Electricity Transmission and Distribution Company may accept any non-material deviation or reservation provided that the acceptance thereof does not prejudice or affect the relative ranking order of any tender in the evaluation of Tenders.

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## 2.3.3 PARTICULARS OF THE ELECTRICAL SYSTEM

Unless otherwise specified in the Schedule of Requirements, it must be assumed that the electrical system in which the Power Quality Analysers will be used in is;

a) Three phase overhead-line construction and underground system. The maximum earth fault

factor on the network is 1.5.

Operated at 50 Hz, with approximately sinusoidal wave form.

- c) The highest system voltage does not normally exceed the nominal system voltage by more than 10%. The nominal system voltages are 33 kV, 11 kV and 0.4kV.
- d) The system frequency variation does not exceed plus or minus 2.5% from 50 Hz.

e) Maximum Short circuit current of 31.5kA for both 33 and 11kV networks.

#### 2.3.4 PARTICULARS OF THE ENVIRONMENT

The Power Quality Analysers will operate within the tropics and will be subjected to sudden ambient air temperature changes of the order of 10°C per hour, occurring at the onset of rain, but the barometric pressure at any given place does not vary by more than approximately 10mm Mercury. Frequent and severe lightning storms occur during summer months, with isoceraunic levels varying between 50 and 100 thunderstorm days per annum.

The Power Quality Analysers shall be capable of operating under the following environmental

conditions.

a) Ambient temperatures:

(i) Maximum:

45°C

(ii) Minimum:

minus 10 °C

(iii) Maximum daily average: 35 °C

## b) Altitude:

Maximum altitude of 1 500 metres above sea level. The design shall allow for reduced cooling effect due to high altitude.

#### c) Humidity:

Humidity of 13mg per cubic metre absolute and 65% relative before storms with vapour pressure of 17mmHq.

#### d) Lightning:

Frequent and severe lightning storms occur during summer months, with isoceraunic levels varying between 50 and 100 thunderstorm days per annum.

#### e) Dust:

Particular attention should be paid in the design of all equipment to ensure that there is no damage to working parts or insulation through the ingress of dust, insects, vermin which are prevalent for long periods in the year.

It is the supplier's responsibility to make himself familiar with any other climatic and physical conditions pertaining in Zimbabwe and to supply isolators which meet all such conditions.

#### 2.3.6 LANGUAGE, UNITS AND STANDARDS

All tenders, correspondence, description upon drawings, illustrations or instructions shall be in unambiguous English Language.

SI units of measurements shall be used throughout.

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IEC recommendations (IEC IEC61000-4-30) shall apply throughout for the Power Quality Analyser. All measuring modes shall conform to the relevant IEC standard and EN 50160.

## 2.3.7 TECHNICAL DETAILS

The Technical Schedules shall be filled in and completed by the Bidder, and submitted with the Bid. All data entered in the Schedules of Technical Guarantees are guaranteed values by the Bidder and cannot be departed from whatsoever. All data entered in the Schedules of Informative Data are also guaranteed values by the Bidder.

#### 2.3.7.1 **DESIGN**

The particular requirement for power analyser equipment is as detailed below.

The power Quality Analyser shall measure electrical parameters such as voltage, current, harmonics, frequency, flicker, dip/swell, sag, power and three-phase imbalance of the power supply line. The power analyser shall be able to display the parameters including vector diagrams, rms values, harmonic analysis and wave form displays on the LCD display including for real time measurement.

## The bidder/tenderer has to complete the Technical Guaranteee Schedule with the actual standard being complied to:

#	Description	Unit	Required	Guaranteed Value
1.	Portable/handheld power quality analyser		Yes	
2.	No. of Phases for Power Quality Analysis	-	Both single and 3 phases	
3	Power Quality Compliance Standard	_	IEC61000-4-30	
4.	Class of Power Quality Analyser in accordance with the IEC61000-4-30 standard.	-	A	
5.	Built-in real time clock and be able to monitor and record the events in real time	-	Yes	
6.	8-input channel for power monitoring and analysis. (4 Voltage and 4 Current input channels)			
7.	Touch screen colour LCD display with backlight for use in shadows to full light.		Yes	
8.	Voltage Testing Range	V	0-1000	
9.	Current Testing Range	Α	0-1000	
10.	Frequency	Hz	45 – 65	
11.	Data storage on removable SD memory card	-	Yes	
12.	Data Storage size on memory card	GB	At least 32GB	
13.	Built in web server for remote display of graphical user interface and remote control of the unit	•	Yes	
14.	Communication Interface	-	USB Port, WLAN and Ethernet.	) version of H
15.	Power Supply: External power supply	Vac	100V - 265V	





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16.	Rechargeable Battery continuous usage period.	Hrs	At least 4 hours	
17.	Shall be able to measure and analyse:			
	- Voltage and Current Magnitude	-	Yes	9
	<ul> <li>Harmonics : (1 ~ 63rd)</li> </ul>	-	Yes	
	- Total Harmonic Distortion	-	Yes	
Ì	- Voltage Unbalance	-	Yes	
	- Voltage DIPS/Swells	-	Yes	
	- Momentary outage	-	Yes	
	- Transient Voltage Variations	:	Yes	
	- Voltage Flicker	-	Yes	
	- Active Power(W)	52	Yes	
	- Reactive Power(var)	-	Yes	
	- Apparent Power(VA),	39	Yes	
	- Power Factor	-	Yes	
	<ul> <li>Energy (Active, Reactive, Apparent )</li> </ul>	-	Yes	
18.	Software to be provided for data analysis on a separate PC in excel, pdf or word documents in accordance with EN 50160 standard	-	Yes	
19.	The reports shall clearly flag all values outside set statutory limits.	-		
20.	Interchangeable Current Transformer Measuring Probes:			
	- Measures up to 10A	-	Yes	
	- Measures up to 120A	-	Yes	
	- Measures up to 1000A	-	Yes	
21.	Carry bag for the unit provided	_	Yes	



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2.4 Declaration Of Conflict/Non Conflict Of Interest And Non-Disclosure Form

To: The Managing Director (A)
Zimbabwe Electricity Transmission & Distribution Company (Private) Limited
2nd Floor, Electricity Centre
25 Samora Machel Avenue
HARARE

RE:	DECL	APATION	OF CONFI	ICT (	OF INTEREST
RE:	DEGL	ARAHUN	OF COME	.1011	OF THE LIVE OF

1		,	being	the Supp	olier participatir	ng in
- 5%	tender	for	the		procurer	nent
of						do
hereby declar						
prevent my fu conflict is desc	Il and impartial partici cribed below:-	owledge, I DO HAVE/DO N pation of tender number			The nature of	f this
Signature		Date	9			

#### **NOTES**

Conflict of interest refers to situations in which personal interests (which may include but not limited to financial interests) may compromise, or have the appearance of, or potential for, compromising professional judgment and integrity and, in doing so, the best interests of the company.

Examples of conflict of interest

- Having a financial interest in a potential tenderer, supplier, business partner, vendor or any other company or organization which does business or intends to do business with Zimbabwe Electricity Transmission & Distribution Company.
- Being employed by (as staff member or volunteer) or providing service to any potential tenderer or existing supplier, vendor or business partner
- Being a member of a potential tenderer or existing supplier's or vendor's management executive or Board member.
- Receiving any kind of monetary payment or non-monetary gift or incentive (including hospitality) from any tenderer, existing supplier or its representative.
- Canvassing or negotiating with any person with a view to enter into any of the arrangements stated above.
- Having a close member of your family (which term includes unmarried partners) or personal friends who fall into any of the categories outlined above

NB: The above is a non-exhaustive list of examples, and it is the responsibility of each Director to ensure that any and all potential conflicts, whether or not of the type listed above, are disclosed.

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Procurement Reference Number: ZETDC/DOM/57/2023				
2.5 Bidder's Details				
Tender Number:		ZETDC/DOW57/2023		
Name of Bidder:				
Bidder's PRAZ (PR) Number				
Dhysical Address:		14		
Physical Address:				
Active Telephone Num	bers:			
Active email Address:				
Tick the Option chosen to pay Bid Security				
First Option.	A certified ba	nk cheque; or		
Second Option.	A bank guara			
	Name of the Bank:			
Third Option.	A refundable cash deposit of <b>USD500.00</b> equivalent to the Procurement Regulatory Authority of			
	Zimbabwe (PRAZ)			
Banking Details				
Account Name:				
			-	
Bank:				
Branch:			_	
Account Number:		P		
Account Number.			The second of	

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## 2.6 Declaration by the Accounting Officer

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

Eng. A. N.Gurupira

Opra

03/11/2023

Date

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### Part 3: CONTRACT

#### **CONTRACT AGREEMENT**

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

Procurement Reference: .....

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

#### BETWEEN

- (1) [insert complete name of Procuring Entity], a [insert description of type of legal entity, for example, an agency of the Ministry of 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.
- 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;



## Procurement Reference Number: ZETDC/DOM/57/2023

- 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)].
- 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

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

[Title or other appropriate designation]



In the capacity of:

Procurement Reference Number: ZETDC/DOM/57/2023

### 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 the Authority's website) except where modified by the Special Conditions below.

## **Special Conditions of Contract**

### Procurement Reference Number: ZETDC/DOM/57/2023

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

GCC reference	Special Conditions
GCC 3.6	Authorised representatives:
and 8.1	The authorised representative of the Procuring Entity is [names and contact details, including address for delivery of notices].
	<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. None
GCC 18.1	Liquidated damages: Liquidated Damages in terms of section 88 of the Act shall/ apply at a rate of one percent (1%) of the total cost of the order/job card per hour up to a maximum of 120 hours after which the contract may be cancelled.
GCC 19.1	Commencement of Services: The date or period of time for commencement of services is after signing of the contract and receipt of the order.
GCC 20.1	Completion of Services: The date for completion of Services or the period within which the Services are required to be performed is 10 hours on an underground cable whose spans length is up to 10km, after receipt of order.
GCC 22.2	Contract price: Costs specifically excluded from the Contract price are [list excluded cost items].



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GCC reference	Special Conditions
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;
GCC 23.1	Price adjustment: [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:  [The risks and the coverage shall be as follows:  (a) Party liability insurance, with a minimum coverage of [insert amount and currency];  (c) professional liability insurance, with a minimum coverage of [insert amount and currency];  (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with 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	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 \$ [State applicable Fee or delete].

