

RURAL ELECTRIFICATION FUND



BIDDING DOCUMENT FOR THE SUPPLY AND DELIVERY OF CREOSOTE TREATED POLES

COMPETITIVE TENDER (International Tender)

| | |
|----------------------------|----------------------|
| TENDER NUMBER | REF/INTER/08/10/2021 |
| CLOSING DATE: | 18 NOVEMBER 2021 |
| CLOSING TIME: | 1000HOURS |
| DATE OF ADVERT: | 29 OCTOBER 2021 |
| NON-REFUNDABLE TENDER FEE: | FREE |

SUBMISSION OF BIDS/TENDERS

All bids/tenders must be deposited in the Tender Box located at:

Rural Electrification Fund
Room 713 7th Floor, Megawatt House
44 Samora Machel Avenue
HARARE
ZIMBABWE

RURAL ELECTRIFICATION FUND



DECLARATION BY THE ACCOUNTING OFFICER IN TERMS OF SECTION 19(2)(C) OF THE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS REGULATIONS, 2018.

TENDER NUMBER: REF/INTER/08/10/2021

TENDER DESCRIPTION-SUPPLY AND DELIVERY OF CREOSOTE TREATED POLES

DECLARATION

The procurement for the tendered goods is based on neutral and fair technical requirements and bidder qualifications.

Signed

J.V MASHAMBA
CHIEF EXECUTIVE


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1.0 SCOPE OF SUPPLIES

This document is a Bidding Document (BD) for the Supply and Delivery of treated poles as shown below:

| LOT NO | ITEM DESCRIPTION | SIZE | Quantity (units) |
|--------|-----------------------------|--------------|------------------|
| 1 | Creosote treated wood poles | 9m | 6,000 |
| 2 | Creosote treated wood poles | 11m | 5,000 |
| 3 | Creosote treated wood poles | 12.6m | 4,500 |
| 4 | Gum Crossarm 11kv | 5"6"(1680mm) | 3,500 |
| 5 | Gum Crossarm 33kv | 1850mm | 2,700 |

The Technical Specifications are as shown in technical specifications section of this document.

2.0. TERMS AND CONDITIONS TO BE OBSERVED IN TENDERING

2.1 Terms and conditions

The tender and any contract shall be governed by the Public Procurement and Disposal of Public Assets Act (Cap 22:23) and the Public Procurement and Disposal of Public Assets Regulations, 2018. Orders will be placed by and/or contracts entered into by and between the Rural Electrification Fund (REF) and the successful bidder after approval of the tender in whole or in part by Rural Electrification Fund (REF). REF shall not accept any liability for any order/contract(s) which does not bear the authentic signature of anyone of the authorized signatories at the time of placement of the order/contract. The authorized signatories are the Executive Director Finance, and the Chief Executive.

The Tenderer must acquaint himself/herself with the "Terms and conditions to be observed in tendering". The Purchaser shall not be responsible for any misunderstanding of incorrect information however obtained except information given in writing by the Purchaser.

2.2 Cost of Tender

Bidders shall bear all costs associated with the preparation and submission of their bids.

REF will be not responsible or liable for any such costs incurred by the bidders, regardless of the outcome of the Tender Process.

2.3 Tender Documents

Suppliers are expected to examine carefully the whole tender document. Failure to furnish all the information required in the bid document or submission of Tender not substantially responsive to the said document in every respect will be at the Supplier's risk and will result in the rejection of the bid.

2.4 Tender Queries and Clarifications

All queries regarding the tender shall be forwarded by the bidder in writing on duly signed company letterhead and emailed on the following email addresses: kchinembiri@rea.co.zw and buyer@rea.co.zw , not less than five(5) days working days from the closing date of the tender. Clarifications/Responses pertaining to the queries received shall be uploaded on REF website address www.rea.co.zw on the notice board page. It shall be the responsibility of bidders to continuously check the website for such clarifications/quiry responses.

If a prospective tenderer sends a query less than the stated days above, the query may not be responded. Any neglect, delay or failure on the part of the Tenderer to obtain additional information on the above or any other matters, which the tenderer considers necessary, shall not relieve him/her from responsibility as a Tenderer. Only bidders facing challenges in receiving responses to their queries may call the Procurement Administrator on 0719 409 691.

2.5 Tender Responses

Suppliers wishing to respond to the tender must submit three (3) copies of their responses, deposit a sealed envelope in the Tender Box situated at:

Rural Electrification Fund
Room 713 7th Floor, Megawatt House
44 Samora Machel Avenue
Harare
Zimbabwe

By not later than 10.00am on the advertised closing date. Prospective suppliers may attend the opening of tender at Megawatt House, 7th Floor on the above closing date and time.

2.6 Amendment of Tender Documents

At any time prior to the deadline for the submission of the tenders, Rural Electrification Fund may for any reason whether at its own initiative or response to a clarification requested by a prospective supplier modify the tender document by amendment(s). Such amendment(s) will be notified in writing or by e-mail to all prospective suppliers, who have purchased the tender documents and these amendments will be binding on them.

In order to afford the supplier reasonable time in which to take the amendment(s) into account in preparing their tenders, Rural Electrification Fund may, extend the deadline for submission of tenders.

2.7 Language

The tenders and all relevant correspondence and documents exchanged between the Seller and Purchaser shall be written in English language.

2.8 Tender Validity Period

Tender validity period is the **period** in course of which the supplier is bound by the **tender**, in relation to its content and conditions offered (price, execution time, guarantee, etc). Tender prices shall remain valid and fixed for a minimum of ninety days (90) days period after the deadline from the date of submission of the tender. Bidders must state clearly in writing the price validity of their bid document.

2.9 Payment Terms and Conditions

Rural Electrification Fund shall pay the winning bidder in local currency only within 21 days after delivery, inspection and acceptance of the delivered goods. Any other payment terms and conditions resulting in Rural Electrification Fund paying a deposit or advancing payment such bidders must state ability to secure a bank guarantee from a registered commercial bank acceptable to REF equal to the amount to be advanced. The bank guarantee must be provided within two weeks of contract signing. Bidders are therefore requested to clearly state payment terms and conditions in the bid document.

2.10 Errors of Extension or addition

The Rural Electrification Fund reserves the right to adjust arithmetical errors in the bid total price. Any adjustments made by the Rural Electrification Fund to a bid total price will be stated to the bidder prior to the acceptance of the bid, and will be made on the basis that the unit price is taken as correct and all extensions and additions will be adjusted accordingly.

In such cases the effect will be that the total amount of the bid will be altered so that this amount agrees with the amount arrived at after the errors of extension or additions have been corrected

2.11 Penalties/Liquidated damages

The purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, sum equivalent to 0.5% of contract price of the delayed goods for each week of delay until actual delivery, up to a maximum of 10% of the tender sum.

2.12 Delivery Period

The successful bidder is expected to deliver the goods within the delivery period stated in the 'bid document from the date of the Purchase Order. The delivery period must be stated in weeks. In the event that goods will be delivered in different consignments, delivery schedule must be provided together with the bid. REF shall collect the treated poles from the winning bidder's plant or premises. Loading costs shall be to the bidder's account.

REF reserves the right to reject any deliveries or products that do not meet the specifications provided in this tender.

2.13 Company Profile

The company profile to include financial details such as Banking Institution Name; Branch; Town/City; Bank Account Number; Type of Account; Account Holder Name; and Sort/Swift Code. VAT registered companies to provide vat number. Provide full name of a person who is authorized to sign for and behalf of the company, cell phone number, email and physical address. Submit at least three (3) Trade Reference letters from customers where similar services where provided or goods supplied.

2.14 Bid Preparation

The bid shall be prepared in indelible ink. Bids must be properly spirally bound. A clearly labeled table of contents with correct page numbers or index must be provided on the second page of the bid document. Company name, tender number, tender description, closing date must be displayed on the cover page of the bid document.

2.15 Bid Bond/Security

Bidders must submit a refundable Bid Security of ZW\$100,000.00, valid for 90 Days, together with their bid in line with Section 26 of the Procurement Regulations (S.I.5) of 2018). The Bid Security shall be payable using the below Options:

- Option 1.....A certified Bank Cheque
- Option 2.....A Bank Guarantee
- Option 3.....A Cash Deposit to the PRAZ

If Option 3 is chosen bidders must also submit proof of payment to Procurement Regulatory Authority of Zimbabwe (PRAZ) of non-refundable cash bid bond establishment fee equivalent to ZW\$28,000.00 for local bidders and USD150.00 for foreign bidders in line with Part V of the Procurement Regulations (Amendment (S.I 219 of 2020)). Failure to comply with the above will lead to automatic.

2.16 Administration fees payable by bidders for bids subject to review (SPOC fees)

The tender is subject to review in terms of Section 54 of the Act, therefore bidders shall be required to pay the following fees in terms of Part IV of S.I 219 of 2020:

- Equivalent of ZW\$16,000.00 for local bidders and USD\$200.00 for foreign bidders . Bidders must attach proof of compliance on the bid documents without fail.

2.17 Companies owned by same person

No bidder may submit more than one bid, either individually or as a joint venture partner in another bid, except as a subcontractor and 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.

3.0. EVALUATION CRITERIA

The evaluation criteria of the tender shall include the below listed requirements. Bidders who fail to comply with any of the clauses below shall be disqualified from the tender as their bid will not be compliant (subject to provisions of the PPDPA Act).

- 3.1 Compliance to technical specifications. Bidders must fully comply with the technical specifications provided on clause 11 and 12 of the RFP.
- 3.2 Price-bidders must state their pricing in the following format:

| LOT NO | ITEM DESCRIPTION | SIZE | Quantity (units) | Unit price excluding VAT ZW\$ | Total 15% VAT ZW\$ | Total Including VAT ZW\$ |
|--------|-----------------------------|---------------|------------------|-------------------------------|--------------------|--------------------------|
| 1 | Creosote treated wood poles | 9m | 6,000 | | | |
| 2 | Creosote treated wood poles | 11m | 5,000 | | | |
| 3 | Creosote treated wood poles | 12.6m | 4,500 | | | |
| 4 | Gum Crossarm 11kv | 5"6"(1680 mm) | 3,500 | | | |
| 5 | Gum Crossarm 33kv | 1850mm | 2,700 | | | |

NOTE

- Bidders who are not VAT registered must not fill in the VAT column.
- All bidders should quote using the above format and failure to do so may lead automatic disqualification of the bid.
- Bidders are free to quote for one or more lots

- 3.3 Bidders must attach the following documents without fail.
- A Certificate of Incorporation - in terms of the Companies Act (Chapter 24.03).
 - or equivalent registration document in country of residence.
 - CR14- indicating names and addresses of the directors and their shareholding Structure.
 - CR 6 Form -principal place of business
 - Proof of registration with Zimbabwe Revenue Authority (ZIMRA) - in the form of a valid current tax clearance certificate ITF 263 and VAT registered companies in addition to submit VAT Certificate.
- 3.4 Bidders must state the required payment terms. REF favors payment after delivery, however where bidders require pre-delivery payment they must state ability to secure a bank guarantee from a registered commercial

bank acceptable to REF equal to the amount to be advanced. The bank guarantee must be provided within two weeks of contract signing. Bidders must state without fail.

- 3.5 The winning bidder must be prepared to accept payment through RTGSS\$ currency-Bidders must state they accept payment through the ZW\$ currency without fail.
- 3.6 Delivery terms -REF shall at its cost collect the treated poles from the winning bidder's plant(premises)(ex works). Winning bidder shall load the poles onto REF transport. Bidders must state they comply with this delivery term.
- 3.7 Interested bidders must be ISO/SAZ certified to treat wood poles. Bidders must attach proof of their certification by ISO or SAZ as stated. Agents will not be accepted.
- 3.8 Reference letters-Bidders must attach at least three reference letters where they have supplied treated poles over the past three years.
- 3.9 Bidders must state a warranty period of 12months for the supplied Treated poles.
- 3.10 The poles MUST be creosote treated. Bidders must state the chemical used to treat their poles.
- 3.11 Bidders must attach proof of compliance with the bid bond requirements as per clause 2.15 of the RFP without fail. Failure to comply will result in disqualification of the bid.
- 3.12 Proof of payment of SPOC fees- Bidders must attach proof of payment of SPOC fees in terms of clause 2.16 of this bidding document.
- 3.13 Proof of registration with the Procurement Regulatory Authority of Zimbabwe(PRAZ)-Bidders must attach proof of registration with PRAZ in the relevant category without fail.
- 3.14 Delivery period. REF requires the winning bidder to supply the full order within a period of six(6) weeks from the date of contract signing. Bidders must state their capacity to deliver within a period of six weeks as stated.
- 3.15 Proposed delivery schedule-Bidders must clearly state their proposed delivery schedule over a period of four weeks. The schedule must show the projected deliveries to be made over the four week period.
- 3.16 Bid validity of a minimum of 90 days is required and must be clearly stated.
- 3.17 Tenders must be submitted in three (3) copies and the ORIGINAL" copy must be clearly marked.
- 3.18 The Bidders must submit the bid with a duly filled in and signed Declaration on Non-Engagement in Corrupt or Fraudulent Practices Form Annexure 2.
- 3.19 The bidder must submit with the bid a duly filled in and signed attached Form of Tender Annexure 3.

4.0 FINANCIAL INFORMATION

All prices must be inclusive of delivery costs and any other taxes payable by the supplier.

All VAT registered supplier must show VAT separately in their bid.

5.0 AWARD CRITERIA

The tender shall be awarded to the lowest bidder to specification per lot. Rural Electrification Fund will advise the successful and unsuccessful bidders in writing. Bidders may bid for one or more sizes of the poles.

6.0 CONTACTING THE PURCHASER

Any effort by the bidder to influence REF in the tender evaluation, tender comparison, and contract award or order placement decisions will result in the rejection of the bidder's bid.

7.0 CONFIDENTIALITY

After the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of the contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of contract is announced. **No bidder shall contact the Purchaser on any matter relating to his** tender, from the time of the tender opening to the time the tender is awarded. Any bidder in possession of confidential tender information will be obliged to reveal the source of information and/or face disqualification of his/her tender.

8.0 CORRUPT OR FRAUDULENT PRACTICES

Rural Electrification Fund requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign and submit together with the bid the attached form (Annexure 2), that states that she/he has not or will not be involved in corrupt or fraudulent practices.

Rural Electrification Fund will reject a proposal for award if it determines that the tenderer has engaged in corrupt or fraudulent practices in competing for the contract. A Tenderer who is found to have indulged in corrupt or fraudulent practices will be automatically disqualified.

9.0 SUBMISSION OF BIDS

- 9.1 The tender must be enclosed in sealed envelopes, endorsed on the outside with the advertised tender number, the closing date and description of tender and must be sent by courier in time to be deposited or deposited in the Tender Box situated at, **Rural Electrification Fund, Room 713 7th Floor Megawatt House, 44 Samora Machel Avenue, Harare**, before 10.00 hours on the closing date notified.

- 9.2 Tenders which are properly addressed to the Procurement Administrator in envelopes with the advertised tender number, the closing date and tender description endorsed on the outside are not opened until 1000 hours on the closing date.
- 9.3 **Note:** Tenders which are not received by 1000 hours on the closing date whether by hand or by courier will be treated as late tenders and will be rejected.
- 9.4 Tele-fax and e-mail bids are not accepted i.e. electronic bidding is not accepted.
- 9.5 Any tender submitted that does not fully comply with the above terms and conditions will be rejected without further consideration as will tenders received after the published closing date.
- 9.6 Bidders are required to adhere to the instructions regarding preparation and submission of tenders as those who do not comply will be disqualified.
- 9.7 Tenderers are free to attend and witness the public tender opening at the above captioned address. The opening ceremony shall be done on the tender closing date soon after the closing time.

10.0 **RIGHT FOR ACCEPTANCE OR REJECTION OF ANY OR ALL BIDS**

The Fund reserves the right to accept the whole or part of the tender. The Fund reserves the right to accept or reject any bid and to annul tendering process and reject all bids at any time prior to award of contract/order, without incurring any liability to the affected Tenderer(s) or obligations to inform the affected Tenderer(s).

11) DETAILED TECHNICAL SPECIFICATIONS

NOTE:

Bidders must clearly study and understand all the technical specifications provided for the treated poles and bidders **MUST** complete the technical guarantee schedules for each lot/size of treated poles without fail. Incorrect information on the guarantee schedules shall lead to disqualification of such bids.

NB: Bidders who fail to comply with these instructions shall be disqualified.

TABLE OF REQUIREMENTS

| LOT NO | ITEM DESCRIPTION | SIZE | Quantity (units) |
|--------|-----------------------------|--------------|------------------|
| 1 | Creosote treated wood poles | 9m | 6,000 |
| 2 | Creosote treated wood poles | 11m | 5,000 |
| 3 | Creosote treated wood poles | 12.6m | 4,500 |
| 4 | Gum Crossarm 11kv | 5"6"(1680mm) | 3,500 |
| 5 | Gum Crossarm 33kv | 1850mm | 2,700 |

TECHNICAL SPECIFICATION

11.1 Introduction

The supply to the Fund of transmission wood-poles and cross-arms is covered by SAZS 120:1990 which is at the Standards Association of Zimbabwe, P.O. Box 2259, Harare.

Unless otherwise stated, any reference to a specification quoted herein must be interpreted to imply SAZS 120:1990. A copy of this Standard is attached as Appendix 1. This Specification in accordance with Section II, covers specified points to be stated, and also additional Fund requirements.

The Supplier shall state name, place and Estate of growth.

The Supplier shall state compliance or non compliance with SAZS 120:1990 inclusive of amendments of January 1993, for all clauses from clause 6.7.2 except clauses 3.8.2.5 to clause 3.8.2.7

11.2 Standards, Units and Language

All tenders correspondence and all description upon drawings, illustrations or instructions shall be in unambiguous English Language. SI units of weights and measurements shall be

used throughout. The poles and cross-arms shall all be tagged with Certification mark of the Standards Association of Zimbabwe. The specification covers quality requirements for Eucalyptus poles grown in Southern Africa, that are treated with creosote, a mixture of creosote and waxy oil, and are intended to be used as upright supports and cross arms for power distribution lines and associated equipment.

11.3 Strength Group and Species

- a) The Eucalyptus species quoted in Table 1 in SAZS 120:1990, are acceptable to the Fund, preferably in strength groups in the order given, but all being subject to prior approval. Cross-arm strength however, must be group AA.
- b) Tenderers are required to state the species, approximate average age and the area where grown, i.e. the Estate and Section, of the trees from which poles and cross-arms are to be provided.
- c) The classification of strength groups from Foresters must be acceptable by the Standards Association of Zimbabwe. In the absence of such approval, or incomplete information as required in sub-paragraph (b) above, poles may be accepted as group B only.

11.4 Banding

Poles and cross-arms must be banded by the use of galvanised steel strapping, secured by galvanised nails, as standard practice. Particular cross-arms, however, are purchased which require a firmly crimped steel ferrule. The use, of any alternative banding is subject to prior approval.

Banding shall be in accordance with method 3.8.2.1 of 3.8.2 of SAZ:120:1990. Banding of poles to be treated with creosote mixtures shall be carried out before impregnation. The coatings of the galvanised wires shall comply with the requirements for galvanising coating of SAZ 284 or BS 729.

11.5 Cross-Arms

Crossarms shall be supplied with ends cut square, and to length and diameters in accordance with stated Tender requirements, and REF Drawings where applicable.

11.6 Labelling

- a) Labelling to be as detailed in the table below and, identification tags to denote length and diameter, must be firmly fixed to both ends of all transmission poles after preservative treatment. The size of the coloured plastic tags shall approximate to 4 cm in diameter.

TRANSMISSION POLE

| TRANSMISSION POLE LENGTH | TIP DIAMETER CM | PLASTIC IDENTIFICATION TAG COLOUR | SHAPE | No. |
|-----------------------------|---|---|---|----------------------------|
| 11m | 12,0-13,9 14,0-15,9 16,0-17,9 18,0-19,9 20,0-21,0 | White | Hexagonal Round Square Triangle Diamond | 12 14 16 18 20 |
| 12,6m | 14,0-15,9 16,0-17,9 18,0-19,9 20,0-21,0 | Yellow | Round Square Triangle Diamond | 14 16 18 20 |

11.7 Supplementary Requirements

11.7.1 Preparation of Timber

- Trees shall be barked immediately after felling. Bark is to be removed completely leaving no strands of inner bark on the stem.
- Felled trees are not to be cross-cut, but the crown and upper part of the stem shall be removed provided the upper part of the stem removed does not exceed 100mm in diameter. All excessive protruberances shall be removed immediately with a clean cut, flush with the stem.
- Incisions made by axes, barking and other cutting tools cause affected outer layers to rupture and peel off in service, therefore poles damaged in this manner will be rejected.
- Poles with occluded bark within 2 metres of the butt and at other points where it is likely to impair impregnation, will be rejected.

11.7.2 Seasoning

- a) Felled trees shall be left lying in the plantations under shade in such a manner that each tree is lying free and adequately supported clear of the ground to avoid sweep.
- b) Where it is desired to remove felled trees from the plantation to elsewhere, they must be open stacked in shade. This shade must be open to free air movement.
- c) Felled trees shall be left lying or stacked for at least five months before cutting to length unless an alternative method has been specifically approved by the Fund.

11.8 Preservative Treatment

11.8.1 General

Immediately prior to treatment the moisture content shall not be more than 25% based on the oven-dry method described in Clause 6.4.3 of SAZS 120:1990

11.8.2 Preservative

- a) High temperature Creosote, preferably to the American Wood Preserver's Association Specification shall be used. This shall be mixed with 20 diesel fuel oil.
- b) Other-types of Creosote may be considered and only to be used after approval by the Fund.
- c) When called for, samples of Creosote and diesel Fuel 011 to be used in the preservative process shall be submitted to the Fund for purposes of analysis.

11.8.3 Process

- a) Impregnation shall be carried out by the full cell pressure process.
- b) Details of the process shall be submitted to the Fund with the bid and a factory inspection will be carried out during evaluation.

11.8.4 Type Of Preservative Required

The type of preservative required shall be one of the following types:-

- a) Creosote that complies with SABS 539
- b) Creosote that complies with SAZS 120:1990, clause 3.9.2.1.

11.8.6 Inspection Report

Treatment charge sheets including sample tests must be submitted for each batch of poles or cross-arms.

11.10 SCHEDULES OF TECHNICAL GUARANTEES

Bidder is required to fill in the Schedule of Technical Guarantees below. Failure to do so will lead to rejection of the bid. Note that the table below applies to either 9M, 11M, 12.6M, 1680mm or 1850mm

Table A: Technical Guarantee Schedules Wood-poles

| Item | Description | Unit | Guaranteed Data |
|------|--|--------|-----------------|
| 1 | Wood-pole Type (pole length) | - | |
| 2 | Seasoning Method | | |
| 3 | Type of Preservative | | |
| 4 | Average Depth of Preservative Penetration | mm | |
| 5 | Labeling Attached | Yes/No | |
| 6 | Moisture Content $\leq 25\%$ | % | |
| 7 | Diameter of Drilled Holes | mm | |
| 8 | Outer Tip Diameter (Range) | mm | |
| 9 | Inspection Report Attached | Yes/No | |
| 10 | Production Capacity Per Year | Each | |
| 11 | Manufacturer | - | |
| 12 | Quality Standard Certification of Manufacturer | - | |
| 13 | Country of manufacture | - | |

Annexure 1

DECLARATION ON NON-ENGAGEMENT IN CORRUPT OR FRAUDULENT PRACTICES FORM

The Chief Executive
Rural Electrification Fund
6th Floor Megawatt House
44 Samora Machel Ave
P. Bag A250
Avondale
Harare
Zimbabwe

TENDER NUMBER: _____

TENDER DESCRIPTION:

I _____ the undersigned (*Director of Company*) on behalf of _____ (*Name of Organisation*), do hereby declare that our organization has not been engaged in any corrupt or unethical practices during the subsistence of our organisation.

Name in Full _____

I. D. Number _____

Signature _____

Date _____



Annexure 2

LETTER OF TENDER (TENDER FORM)

NAME OF TENDER: Supply & Delivery of

Tender Number REF/DOM/.....

TO: The Chief Executive
Rural Electrification Fund (REF)
6th Megawatt House,
44 Samora Machel Avenue,
Harare, Zimbabwe

We, [insert name of Tenderer], herewith enclose a Tender for selection of our firm as Contractor/Supplier for

We have examined the Conditions of Contract, Employer's Requirements, Schedules, the attached. Appendix and Addenda Nos __ of the above-named Works. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to design, execute and complete the Works and remedy any defects therein, in conformity with this Tender which includes all these documents and the enclosed Proposal, for the lump tender sum of: USD _____

We agree to abide by this Tender until _date_/_month_/_year_ [i.e. _____ days from the tender opening date] and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix to Tender forms part of this Letter of Tender.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion. We guarantee that the Works will then conform to the Schedule of Guarantees.

Unless and until a formal Agreement is prepared and executed, this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us. Our Tender is binding upon us and subject to the modifications resulting from pre-award contract negotiations.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of _____

Address: _____

Date: _____