# ZIMBABWE REVENUE AUTHORITY

**STANDARD** 

BIDDING

DOCUMENT

For the

# Procurement of Non-Complex Works

**July 2023** 

### PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 32/2023

Standard Bidding Document for the Construction and Commissioning of Proposed Chiredzi ZIMRA office block.

Procurement Reference No: Domestic tender ZIMRA NCB 32/2023

Procurement Reference No: ZIMRA NCB 32/2023

Procuring Entity: Zimbabwe Revenue Authority (ZIMRA)

Date of Issue:

21 July 2023

Site Meeting date/time:

10 August 2023 at 1100Hours (local time)

Site Meeting Venue:

ZIMRA Chiradzi Domestic Taxes Office

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Submission deadline:

24 August 2023 @1000 Hours

PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 32/2023

### **Procurement Notice**

## **Invitation to Tender (ITT)**

Procuring Entity: Zimbabwe Revenue Authority (ZIMRA)

Country: Zimbabwe

Reference No.: ZIMRA NCB 32/2023

- 1. The Procuring Entity invites sealed Bids from eligible contractors registered under Category A-E with the Ministry of Public Works, CIFOZ and/or ZBCA, to bid for the construction and commissioning of ZIMRA Chiredzi Office Block.
- 2. The contract to be concluded will be "single User" The single -User entitled to purchase under the contract is Zimbabwe Revenue Authority (ZIMRA).
- 3. Bidding will be conducted through Domestic Competitive Bidding as specified in the Public Procurement and Disposal of Public Assets Act "Regulations (S.I. 5 of 2018): Procurement of Goods" and is open to all eligible Bidders as defined in the Regulations.

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PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 32/2023

PART I BIDDING PROCEDURES

### PART 1: BIDDING PROCEDURES

### References:

References to the Act are to the Public Procurement and Disposal of Public Assets Act [Chapter22:23] and references to the Regulations are to the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018). The terms and requirements in the Act and Regulations govern the submission of Bids and should be read by all Bidders.

### Procurement Reference Number: Domestic Tender ZIMRA NCB 32/2023

### Preparation of Bids

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

- 1. the Bid Submission Sheet in this Part
- 2. The Priced Bill of Quantities or Schedule of Activities (incPart 2) supported by an equipment schedule, manpower schedule and a financial disbutsement schedule.
- 3. a copy of documentation necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations;
- 4. Proof of registration with the Procurement Regulatory Authority of Zimbabwe (PRAZ) for 2023 under a relevant category.
- 5. A bid security of ZW\$3,000,000.00.
- 6. The completed qualification forms provided in this Part 1;
- 7. A copy of CR 14, CR6 and a Certificate of Incorporation.
- 8. Basic Price List.
- 9. Current and Valid Tax clearance certificates
- 10. VAT registration documents
- 11. Detailed Company profile
- 12. Current and valid NSSA certificates
- 13. At least three (3) reference letters showing bidders' direct experience in the successful construction of a similarly big project (Category A-E Projects)
- 14. Audited Financial Statements. Audited by a reputable firm and of within the past three years.
- 15. All bids must be signed and stamped by authorized personnel
- 16. All bids must be submitted in English.
- 17. Bidders must provide detailed programme of works.
- 18. Bidders must propose payment terms.

You are advised to carefully read the complete Bidding Document, as well as the Special Conditions of Contract in Part 3: Contract, 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 and the Bidder's name and any reference number.

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PART I BIDDING PROCEDURES

### 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 works 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 may be requested in writing by any Bidder and should be sent

The Procurement Director Zimbabwe Revenue Authority (ZIMRA) 10th Floor, ZB Centre Building Corner Kwame Nkrumah Ave/ First Street Harare, Zimbabwe.

Or via Email to procurement(a)zimra.co.zw

Such queries should be submitted within 10 days from the date of publication and responses to questions / queries will be made in writing to all prospective bidders at least 6 days before tender closing.

Pre-bid meeting and Site Visit

A pre-bid meeting will be held at ZIMRA Chiredzi Town Office (Domestic Taxes Office) on Thursday 10 August 2023, at exactly 1100Hours. (Local Time)

Bids

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

### **Submission of Bids**

Bids must be submitted in writing in a sealed envelope to the address below, no later than the date and time of the deadline below. It is the Bidders' responsibility to ensure that they have completed the bid submission register with the correct details on submission of bids.

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

Bids must be clearly marked "Bid for Contract Ref: ZIMRA NCB 32/2023"

Bid should be properly numbered.

Any modification to the unit or total price shall be initialled by the representative of the bidder.

Representative of the Firm shall have power of attorney if not the owner on the company.

Bids should be submitted in triplicate with one (1) original copy marked "ORIGINAL" and two (2) copies each marked "COPY" All 3 copies should be in sealed envelopes clearly marked with the details 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 copies, the original will prevail.

Late bids will be rejected. The Procuring Entity reserves the right to extend the bid submission deadline but will notify all potential bidders who have collected the bidding documents of the amended bid submission deadline.

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### PART I BIDDING PROCEDURES

Date of deadline	24 August 2024	Deadline Time:	10:00 hours Harare time (GMT + 2 hours)
Submission address:	The Procurement Director Zimbabwe Revenue Authority (ZII 10th Floor, ZB Centre Building Corner Kwame Nkrumah Ave/ Fir Harare, Zimbabwe	,	
Means of acceptance:	Bids in the sealed envelopes shall be de the above address. All the bidders shou submission register situated thereto, register.	ıld record their bid	s in the tender

### **Bid** opening

Bidders and their representatives may witness the opening of bids which 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 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.

### Time for Completion

The time for completion of the Works is 24 months which is the Intended Time for Completion in GCC 1.1(q) of the Special Conditions of Contract (SCC) in Part 3.

### **Bid Prices and Discounts**

The bid rates and prices must cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the Works and must include all taxes and duties. The whole cost of performing the Works must be included in the items stated, and the cost of any incidental works will be deemed to be included in the prices quoted. Bidders must include a contingency of 10% of their Bid price, where indicated in the Summary of Bill of Quantities).

The Bidder must fill in rates and prices for all items of the Works described in the Bill of Quantities or Schedule of Activities. Items against which no rate or price is entered by the Bidder will be deemed to be covered by the rates or prices for other items in the Bill of Quantities or Schedule of Activities.

The price quoted in the Bid Submission Sheet must be the total price of the Bid, excluding discount. The Bidder must quote any discounts and the methodology of its application in the Bid Submission Sheet.

### Currency

Bids should be priced in United States Dollars. The currency of evaluation will be United States Dollars and the currency of payment will be the Zimbabwean Dollars, using the exchange rates published by the Reserve Bank of Zimbabwe on the date of payment, see http://www.rbz.co.zw/.

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BIDDING PROCEDURES PART I

### **Bid Security**

The Bidder must include Bid Security of ZW\$3,000,000.00, in either of the following forms;

Option 1 ----- A certified Bank Cheque in the ZIMRA name.

Option 2 ----- Bank Guarantee in the ZIMRA name

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

The bid security shall be valid for a period of 120 days after the end of the bidding period.

Any bid not accompanied by a Bid Security, will be rejected as non-responsive.

If a bidder chooses options 2 or 3, the following should be noted;

### Option 2

### Submission of bank guarantee

A standard bank Guarantee of ZW\$3,000,000.00 which is valid for 120 days, obtainable from a reputable Registered Commercial Bank.

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

- Letternead of Tobles
   The Header has to clearly state that it is a Bank Quantum.
   Purpose of the Bank Guarantee to be clearly stated MBABWE RE.
   The date when the Common Seal of the said Surety was effected should be clearly shown.
   Conditions of the said Obligations must be stated? 1. Letterhead of registered commercial bank (i.e. the Supplier of the Bank Guarantee

- 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 endowed in the start of she clearly she it must be an original document that is date stamped. 8. Signature of surety and the date when it was stamped. HOUSE, HARARE
  9. It must be an original document that is date stamped. HOUSE, HARARE

- 11. All foreign Bank Guarantee to be confirmed by a local corresponding Commercial bank in Zimbabwe.

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 contract by both parties

### Option 3

If Option 3 is chosen bidders must pay ZW\$300,000.00 for the Bid Security that shall be Refundable at the end of the bid validity period plus another equivalent of US\$200.00 in ZWL, that shall be nonrefundable for cash bid bond establishment fee in line with Part 1V of the Procurement Regulations (S.I.299 of 2021). The amount is payable at Procurement Regulatory Authority of Zimbabwe (PRAZ), 76 Samora Machel Avenue, Harare or to be deposited in the respective bank accounts below;

### Refundable (Local)

Payment Instructions: This account is to be used for refundable bid security only

Bank Name:

Commercial Bank of Zimbabwe

Account Name:

Procurement Regulatory Authority of Zimbabwe

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Account Number:

01121064850030

Branch:

Kwame Nkrumah

### Non-Refundable (Local)

Payment Instructions: This Account is to be used for Bid establishment Fees / Non-Refundable fees

Bank Name:

Commercial Bank of Zimbabwe

Account Name:

Procurement Regulatory Authority of Zimbabwe

Account Number:

01121064850020

Branch:

Kwame Nkrumah

The Bid Security 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 must be in the names of all intended partners.

### Origin of Materials, Equipment and Services:

All materials, equipment and services to be used in the performance of the contract shall have as their country of origin an eligible country, as defined in the Special Conditions of Contract.

**Evaluation of Bids** 

Bids will be evaluated using the methodology set out in Part V of the Regulation

**Domestic Preference** 

A margin of preference, in accordance with the procedures outlined in section 8 of the Regulations, will not apply.

(a) The percentage of preference to be given to domestic providers is NA

(b) Any additional preference to be given to women-owned businesses N/A

(c) Eligibility for the margin of preference will be based on the following factors N/A

The documentation required from the Bidder as evidence of eligibility for the margin of preference is NA

## Eligibility and Qualification Criteria

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 into a contract;
- 2. not be insolvent, in receivership, bankrupt or being wound up, not have had business activities suspended and not be the subject of legal proceedings for any of these circumstances;
- 3. have fulfilled their obligations to pay taxes and social security contributions in Zimbabwe:
- 4. not have a conflict of interest in relation to this procurement requirement;
- 5. not be debarred from participation in public procurement under section 72 (6) of the Act and section 74(1) (c), (d) or (e) of the Regulations or declared ineligible under section 99 of the Act;
- 6. have the nationality of an eligible country as specified in the Special Conditions of Contract;
- 7. passed the minimum qualification criteria indicated in this Part 1; and

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#### PART I BIDDING PROCEDURES

have been registered with the Procurement Regulatory Authority of Zimbabwe as a Supplier and have paid the applicable Supplier Registration Fee set out in Part III of the Fifth Schedule to the Regulations.

Participation in this bidding procedure is open to both Zimbabwean and foreign bidders.

### **Detailed Evaluation**

The Bids will be examined to confirm that all terms, conditions and requirements of the bidding document have been compiled with by the Bidder. The assessment of responsiveness shall be determined in accordance with the criteria in section 28 of the Regulations.

Evaluation of Technical Bids will include an assessment of the Bidder's technical capacity to mobilize key equipment and manpower which is substantially responsive to the Procuring Entity's Requirements. Due Diligence will also include pricing and will also form part of the evaluation.

### **Award of Contract**

The lowest evaluated bid, after the application of any additional evaluation criteria (such as technical capacity and price due diligence), 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 on receipt of a Letter of Acceptance 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 Bection 44 of and the Third Schedule to the Regulations. HQ (01

### Right to Reject

Right to Reject

The Procuring Entity reserves the right to accept or reject any Biels cit to cancel the procurement process and reject all Bids at any time prior to contract award of office

### **Corrupt Practices**

The Government of Zimbabwe requires that Procuring Entities, as well as Bidders and Contractors, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy:

- 1. the Procuring Entity will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract or 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 the debarment sanctions under section 74(1) of the Regulations; and
- 3. any conflict of interest on the part of the Bidder must be declared.

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PART I

BIDDING PROCEDURES

## **Bid Submission Sheet**

your Bid. Attact I. Ensure that this form will a Bid is not authorize the members a Bidders should	ch the completed Statement of Requir tyour Bid is authorised in the signat confirm that the terms and condition corised, it may be rejected. If the Bia ted representative of the JV on beha s evidenced by a power of attorney si d mark as "CONFIDENTIAL" infor s may include proprietary informa	ements and a ure block bel s of this Bid lder is a Join lf of the JV, igned by theil mation in th	tails and submit it as the first page of any other documents requested in Part low. A signature and authorisation on prevail over any attachments. If your at Venture (JV), the Bid must be signed and so as to be legally binding on all ar legally authorized representatives. eir Bids which is confidential to their secrets, or commercial or financially
Procurement	Reference Number:		
Subject of Pro	ocurement:		
Name of Bidd	ler		
Bidder's Refe	rence Number:		
Date of Bid:	IMBABWE REVE		
On the attached Document refer	oply the items listed in the attached.  Price Schedule and in accordance w	Statement of ith the terms	Requirements, at the prices indicated and conditions stated in your Bidding.
We declare that correct.	it we are not debarred from bidding	A and that th	e documents we submit are true and
	riod of our bid is:{days} fron		
We confirm that the validity peri	at the prices quoted in the attached Price and will not be subject to revision	ice Schedule า. variation o	are fixed and firm for the duration of radjustment.
Bid Authorise			
Signature		Name:	
Position:		Date:	(DD MM YY)
Authorised	for and on behalf of:		
Company		•••••	
Address:		• • • • • • • • • • • • • • • • • • • •	
		• • • • • • • • • • • • • •	
Contacts:	***************************************		

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PART I BIDDING PROCEDURES

		Documentation Required					Form 3
				or Association	At least one	partner	Must meet percent (%) of the requirement
	The state of the s		der	Joint Venture, Consortium or Association	Each	partner	Must meet  percent ( %) of the requirement
riteria	Financial Situation  Criteria	Bidder	Joint Ventur	All partners	compined	Must meet requirement	
Qualification Criteria		Н	LIMP On	Single Entity	TEI	WH 2000	
Ō				Requirement	KURII!	MA I	availability of, financial resources such as availability of, financial resources such as liquid assets, unencumbered real assets.  lines of credit, and other financial means, other than any contractual advance payments to meet the cash-flow requirement for the contract.  (for determination of cashflows required, use the formula: t/ct x bv where: t = time taken to clear and pay a certificate, ct = project duration, bv = bid value.  For determination of turnover, either the average annual turnover for a period of the pust two years must least be twice the value of the bid or a letter of commitment from a financial institution should be submitted. Letter of comfort from the financial institution will not be accepted)
	Factor		Sub-Factor				Resources

BIDDING DOCUMENT FOR THE CONSTRUCTION AND COMMISSIONING OF A PROPOSED OFFICE BLOCK IN CHIREDZI

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PART I BIDDING PROCEDURES

Factor	Experience					
		Criteria				Documentation Required
Sub-Factor			Bidder			
	Requirement		Joint Venture,	Joint Venture, Consortium or Association	- Association	
		Single Entity	All partners	Each	At least one	
	но	1-	combined	partner	partner	
1. General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 years prior to the bid submission—deadline, and with activity in affects 9 months in each year.	MANA MEAN MENT MENT MENT MENT MENT MENT MENT MEN	<b>V</b> Z	Must meet requirement	<b>∀</b>	Form 4
2. Specific Experience	Participation as contractor, management contractor, or subcontractor, must be at least a Category A Ministry of Public Works, CIFOZ and ZBCA registered contractors	Must meet regarrement	Must meet requirements for all characteristics	N/A	Must meet requirement for one characteristic	Form 5

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PART I BIDDING PROCEDURES

### PQ FORM 1 – FINANCIAL SITUATION

### Historical Financial Performance

bluder s Legal Name:		Date:		
JV Partner Legal Name:		Bidding No.:		
_		Bidding No.: _ Page	of	pages
To be completed by the I	Bidder and, if Joint Venture (JV), b	y each partner		
Financial information in USD equivalent	Information for previous year (USD equivalent)			
Information from Balan	ce Sheet			
Total Assets (TA)				
Total Liabilities (TL)		-		) - i
Net Worth (NW)				
Current Assets (CA)	TENDER OPENING OF PROPERTY OF PERSONS OF PER	40)		
Current Liabilities (CL)	HO OT 21 JUL ZUZS			
Information from Incom	e Statement HEAD HOUSE, HAM			
Total Revenue (TR)	NORTHIA ROS			
Profits Before Taxes (PBT)				

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the previous year as required above complying with the following conditions:
  - Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies
  - Must be audited by a certified accountant
  - Must be complete, including all notes to the financial statements
  - Must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

PART I BIDDING	Procedures			
Bidder's Legal Name JV Partner Legal Nam	: HO 01	NUAL TURNOVER (PRE EVERUE AUTHORITA  ENDER OPENING  OTHER  HEAD OFFICE  HEAD OFFICE	Date: Bidding No.: Page of	pages
	Year	USD		

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PQFORM	3. FINANCIAL	RESOURCES
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Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current compartments, available to meet the total construction cash flow demands of the subject contract.

Source of financing	Amount (USD)
1.	
2.	
3.	
4.	
<del>.</del>	

PART I	BIDDING PROCEDURES			
	I	PQ FORM 4. Experience		
		GENERAL EXPERIENCE		
Bidder's	Legal Name:	Date:		
	er Legal Name:	Bidding No.:		
		Page	of	pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Bidder
			Contract name: Brief Description of the Works performed by the Bidder: V TENDER OPENING Name of Purchaser: JUL 2023 01 H0	
			Contract name: HEAD OFFICE Brief Description of the Works performed by the Bidder: Name of Purchaser: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Purchaser: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Purchaser: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Purchaser: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Purchaser: Address:	

<sup>\*</sup>List calendar year for years with contracts with at least nine (9) months' activity per year starting with the earliest year

PART I BIDDING PROCEDURES					
PQ Form 5.	SPECIFIC EXPE	RIENCE			
Bidder's Legal Name:		Date:			
JV Partner Legal Name:		Date:Bidding No.:			
			of pages		
Similar Contract Number:[insert specific number] of[insert total number of contracts required.		Information			
Contract Identification					
Award date					
Completion date					
Role in Contract	Contractor	☐ Management Contractor	□ Subcontractor		
Total contract amount			UGX		
If partner in a JV or subcontractor, specify participation of total contract amount	01 40 %		UGX		
Procuring Entity's Name:					
Address: KURIMA HOUSE, HARA	RE				
Telephone/fax number:					
E-mail:					

PART I BIDDING PROCEDURES		-	<del></del>	<del>- · · · · · - · · · · · · · · · · ·</del>
PQ Form 5a. Sp	ecific Experie	ence (cont.)		
Bidder's Legal Name:  JV Partner Legal Name:		Page	of	pages
Similar Contract No		Inform	ation	
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):				
Amount				
Physical size				
Complexity	THORTY			
Methods/Technology TENDER OPENIII	)2 <del>3 01)H0</del>		-	
	HARAHE			

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PART II PROCURING ENTITY'S REQUIREMENTS

## PART 2: PROCURING ENTITY'S REQUIREMENTS

## Scope of Works

Procurement Reference Number: **DOMESTIC TENDER ZIMRA NCB 32/2023** 

## **Brief Description of Works**

Construction and commissioning of a proposed ZIMRA Chiredzi Office Block (as per BOQ and designs attached)

### Location of Works

Chiredzi Town



## Expected delivery period

The Project is expected to be completed within 3 months.

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PART II PROCURING ENTITY'S REQUIREMENTS

## **Specifications**

The Works are to be performed in accordance with the following attached specifications:

- 1. Form of Tondey and Contract
- 2. Drawings

HEAD OFFICE

- 3. Preambles House
- 4. Bills Of Quantities
- 5. Ps and G

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PART II PROCURING ENTITY'S REQUIREMENTS

TENDER OPENING

2 1 JUL 2023

L LOLO OII

HEAD OFFICE
MURIMA HOUSE, HARA

Drawings

HO (01

[See attached]

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PART II PROCURING ENTITY'S REQUIREMENTS

Bill	of	Qu	antiti	es
			THE RESERVE	Allen .

	ŀ	Bill of Q	uantiti	es	
Name of Bidder: Bidder's Reference Number:		Bill of Qu	HEAD OFFICE	PENING 2023	rency of Bid:
Item No	Description of Works	Quantity	Unit of Measure	Unit Price	Total Price
			Continge	ency *	
			Grand T		

NB: See attached Bills of quantities

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PART II PROCURING ENTITY'S REQUIREMENTS

## **Schedule of Activities**

Name of Bidder:

Bidder's Reference Number:

Currency of Bid:

Item No	Activities of Works My Orkning	Unit	Total Price
	HARARE ON	Lump-sum	
		Lump-sum	
		Lump-sum	2 901 80
		Lump-sum	
		Grand Total	

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PART II PROCURING ENTITY'S REQUIREMENTS

## Form of Bid Security

(Bank Guarantee)

[This Bid Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign the Bid Security. It should be included by the Bidder in its bid, if so indicated in the BDS]

Date: [insert date (as day, month and year) of Bid Submission]

Procurement Reference No.: [insert Procurement Reference number]

To: [insert complete name of Procuring Entity]

Whereas, [insert complete name of Bidder] (hereinafter called "the Bidder") has submitted its bid dated [insert date (as day, month and veer) of bid submission] for Procurement Reference number [insert Procurement Reference number] for the construction of [insert brief description of the Works] (hereinafter called "the bid").

KNOW ALL PEOPLE by these presents that We [insert complete name of institution issuing the Bid Security] of [insert city of domicile and country of nationality] having our registered office at [insert full address of the issuing institution] (hereinafter called "the Guarantor") are bound to [insert complete name of Procuring Entity] (hereinafter called "the Procuring Entity") in the sum of [specify in words and figures the amount and currency of the Bid Security] for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors or assignees by these presents.

Sealed with the Common Seal of the said Guarantor this [insert day in numbers] day of [insert month]. [insert year].

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified in the bid submission sheet; or
- (2) If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity fails or refuses to: (a) sign the Contract., or (b) furnish the required Performance Security as required, or (c) accept correction of its bid price.

we undertake to pay to the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity's having to substantiate its demand, provided that in its demand the Procuring Entity states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including *[insert date, month and year in accordance with ITB Clause 18.3]* and any demand in respect thereof should be received by the Guarantor no later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Signed: [insert signature of person whose name and capacity are shown below]

Name: [insert complete name of person signing the Bid Security]

In the capacity of [insert legal capacity of person signing the Bid Security]

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PART II PROCURING ENTITY'S ARCOUNTING

Declaration by the Accounting Officer

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PART 3 CONTRACT HO

General Conditions of Contract

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

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## GENERAL CONDITIONS OF CONTRACT

### FOR THE

PROCUREMENT OF NON-COMPLEX WORKS

July 2023

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## General Conditions of Contract for the Procurement of Non-Complex Works

### A. General

### 1. Definitions

The definitions in the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] ("the Act") and the Public Procurement and Disposal of Public Assets (General) Regulations, 2018 (Statutory Instrument 5 of 2018) ("the Regulations") shall apply to these General Conditions of Contract. In addition, the following words and expressions shall have the following meanings, unless the context otherwise indicates:

- (a) "Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) "Activity Schedule" means a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract.
- (c) "Adjudicator" means the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in Clause 18.
- (d) "Bill of Quantities" means the itemized list of materials, parts and labour required for the construction, installation, testing and commissioning of the Works in an admeasurement contract.
- (e) "Clause" and "Sub-Clause" mean a clause or sub-clause, as the case may be, of these General Conditions of Contract.
- (f) "Compensation Event" means an event described in Clause 33.
- (g) "Contract" means the Contract between the Procuring Entity and the Contractor to execute and complete the Works and to remedy any defects, and includes the Contract Documents.
- (h) "Contract Documents" means the documents listed in the Contract or incorporated by reference in the Contract, and all attachments and appendices to those documents as well as any amendments to them.
- (i) "Contractor's Bid" means the completed Bid submitted by the Contractor to the Procuring Entity.
- (j) "Dayworks" means varied work inputs subject to payment on althe basis for the Contractor's employees and Equipment, in addition to payment for associated Materials and Plant?
- (k) "Defect" means any part of the Works not completed in accordance with the Contract.
- (1) "Defects Liability Certificate" means a certificate issued by Project Manager upon correction of defects by the Contractor at the conclusion of the Defects Liability Period.
- (m) "Defects Liability Period" means the period stated in the SCC pursuant to Clause 26.1 and calculated from the Completion Date.
- (n) "Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by or on behalf of the Procuring Entity in accordance with the Contract, and includes calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (o) "Equipment" means the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (p) "General Conditions of Contract", hereinafter referred to as GCC, means the conditions set out in this document.
- (q) "Intended Completion Date" means the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC.
- (r) "Materials" means all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (s) "Plant" means any integral part of the Works that have a mechanical, electrical, chemical, or biological function.

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- (t) "Project Manager" means the person named in the SCC who is responsible for supervising the execution of the Works and administering the Contract, and includes any other competent person appointed by the Procuring Entity and notified to the Contractor to replace the Project Manager.
- (u) "Site" means the area defined as such in the SCC.
- (v) "Site Investigation Report" means a factual and interpretative report, included in the Bidding Documents, about the surface and subsurface conditions at the Site.
- (w) "Special Conditions of Contract", hereinafter referred to as "SCC", means the conditions attached to the Contract Agreement, which shall govern the Contract and shall prevail over these General Conditions of Contract.
- (x) "Specification" means the Specification of the Works included in the Contract, including drawings, diagrams and Bills of Quantities and any modification or addition made or approved by the Project Manager.
- (y) "Start Date" means the date specified in the SCC as the latest date on which the Contractor shall commence execution of the Works.
- (z) "Subcontractor" means a person or entity to whom/which the Contractor subcontracts any part of the Works, including work on the Site.
- (aa) "Temporary Works" means works designed, constructed, installed and removed by the Contractor, which are needed for construction or installation of the Works.
- (bb) "Works" means the Construction work, as defined in the SCC, which the Contractor is required by the Contract to construct, install and turn over to the Procuring Entity.

### 2. Interpretation

- 2.1 The Contract shall be read as a whole. The Contract and the Contract Documents (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 2.2 The headings and titles of these GCC shall not limit, alter or affect the meaning of the Contract.

2.3 In these GCC, unless the context otherwise requires:

(a) the singular includes the plural and vice vers  $\mu_0$   $\sigma_1$ 

(b) words indicating one gender include all genders

2.4 The Project Manager may clarify the meaning of the provisions of the GCC and subject to the provisions of these GCC relating to the resolution of disputes, the Project Manager's clarifications shall be binding on the Parties unless altered or corrected by mutual agreement of the Parties.

- 2.5 The documents listed in the SCC shall form part of the Contract:
- 2.6 The type of Contract shall be as defined in the SCC, and:
  - (a) in the case of an Admeasurement Contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities shall be used to calculate the payment due to Contractor based on the actual quantities accomplished. The Contractor shall be paid for the quantity of the works accomplished at the rate in the Bill of Quantities for each item as certified by the Project Manager; and
  - (b) in the case of a Lump Sum Contract, the Works shall be carried out for an all-inclusive fixed total amount based on the Priced Activity Schedules. Works shall not be measured for payment but be based on estimated percentage of works accomplished against the Contract Price.

### 3. Language and Law

3.1 The language of the Contract shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation,

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3.2 The Contract shall be governed by and interpreted in accordance with the laws of Zimbabwe.

### 4. Project Manager's Decisions

Contract management responsibility rests on the Procuring Entity. Except where otherwise specifically stated in the SCC, the Project Manager shall represent the Procuring Entity in deciding contractual matters between the Procuring Entity and the Contractor.

### 5. Delegation

Unless otherwise specified in the SCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

### 6. Communications

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

### 7. Subcontracting and Other Contractors

- 7.1 Unless otherwise indicated in the SCC, the Contractor shall not subcontract any part of the Works.
- 7.2 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors set out in the SCC.

### 8. Personnel and Equipment

- 8.1 The Contractor shall employ the Key Personnel and use the equipment identified in its Bid to carry out the Works but may use other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 8.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site immediately and has no further connection with the Works.
- 8.3 All costs associated with the removal and replacement of Contractor's personnettor equipment from the Site shall be borne by the Contractor.

### 9. Procuring Entity's and Contractor's Risks

- 9.1 The Procuring Entity carries the risks which the Contract states are Procuring Entity's risks, and the Contractor carries the risks which the Contract states are Contractor's risks.
- 9.2 From the Start Date until the Defects Liability Certificate has been issued, the following are the Procuring Entity's risks:
  - (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - (i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of

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the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

- (c) From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Procuring Entity's risk except loss or damage due to:
  - (i) a Defect which existed on the Completion Date,
  - (ii) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
  - (iii) the activities of the Contractor on the Site after the Completion Date.
- (d) From the Start Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

#### 10. Insurance

- 10.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, and shall cause any Subcontractors to take out and maintain, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and terms and conditions stated in the SCC for the following events which are due to the Contractor's risks:
  - (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
- 10.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 10.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may affect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due to the Procuring Entity.

10.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager in writing.

10.5 Additional insurance shall be required to cover for any processary worker to correct the defects during the Defects Liability Period.

10.6 Both Parties shall comply with any conditions of the insurance policies, HEAD OFFICE

### 11. Inspection of Site

11.1 The Contractor shall be deemed to have inspected and examined the Site and its surroundings and to have satisfied himself before submitting his Bid and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Bid, and no claims against the

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Procuring Entity will be entertained in connection with these matters.

11.2 The Contractor shall be deemed to have examined any Site Data referred to in the SCC, supplemented by any information available to the Contractor.

#### 12. Contractor to Construct the Works

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

## 13. The Works to Be Completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Project Manager, and shall complete them by the Intended Completion Date.

### 14. Safety and Security

- 14.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 14.2 The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works and the materials and equipment utilised therefor or for the safety and convenience of the public or others

### 15. Discoveries

Subject to the law of Zimbabwe, anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

### 16. Possession of the Site

The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

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### 17. Access to the Site

The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out of spintended to be carried out for any purpose related to the oversight and management of the Contract, including audit and management of the Contract of HEAD OFFICE

### 18. Settlement of Disputes

- 18.1 The Procuring Entity and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 18.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual negotiation, then either the Procuring Entity or the Contractor may give notice to the other party of its intention to commence arbitration under the terms of the Arbitration Act [Chapter 7.15], as amended.
- 18.3 Notwithstanding any reference to arbitration herein,
  - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Procuring Entity shall pay the Contractor any moneys due the Contractor.

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### B. Time Control

### 19. Programme

- 19.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Programme shall be consistent with those in the Activity Schedule.
- 19.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 19.3 The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within fourteen (14) days of being instructed to do so by the Project Manager.
- 19.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

### 20. Extension of the Intended Completion Date

20.1 The Procuring Entity, on the recommendation of the Project Manager, shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

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20.2 The Project Manager may revise the Intended Completion Date by issuing an antended some or an acceleration order in accordance with this Clause.

### 21. Acceleration

- 21.1 When the Procuring Entity wants the Contractor to complete the Works before the Intended Completion Date. the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 21.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they shall be deemed to have been incorporated in the Contract Price and treated as a Variation.

### 22. Delays Ordered by the Project Manager

The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

#### 23. Management Meetings

- Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure under Clause 24.
- 23.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be

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GENERAL CONDITIONS OF CONTRACT FOR NON-COMPLEX WORKS.

taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### 24. Early Warning

- 24.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 24.2 The Contractor shall co-operate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

## C. Quality Control

### 25. Identifying and Testing of Defects

- 25.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 25.2 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event

### 26. Correction of Defects

- 26.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 26.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

### 27. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control/

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### 28. Contract Price

- 28.1 In the case of an Admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities shall be used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 28.2 In the case of a Lump Sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule shall be used to monitor and control the performance of activities on the basis of which the Contractor is to be paid. If payment for Materials on Site is to be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

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### 29. Changes in the Contract Price

- 29.1 In the case of an admeasurement contract:
  - (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than twenty-five (25) per cent, provided the change exceeds one per cent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
  - Except with the prior approval of the Procuring Entity, the Project Manager shall not adjust rates from (b) changes in quantities if the adjustment would result in the Initial Contract Price being exceeded by more than 15 per cent.
  - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 29.2 In the case of a Lump Sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes to the Programme or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

### 30. Variations

- 30.1 All Variations shall be included in updated Programmes and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 30.2 The Contractor shall provide the Procuring Entity with a quotation for carrying out a Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 30.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 30.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 30.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning of the circumstances necessitating a Variation.
- 30.6 In the case of an Admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work, or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

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#### 31. **Payment Certificates**

31.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work or executed less the cumulative amount certified previously.

31.2 The Project Manager shall check the Contractor's monthly statements and certify the amount of be publicable Contractor.

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- 31.3 The value of work executed shall be determined by the Project Manager.
- 31.4 The value of work executed shall comprise:
  - (a) In the case of an Admeasurement Contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
  - (b) In the case of a Lump Sum Contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 31.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 31.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### 32. Payments

- 32.1 Payments shall be made promptly by the Procuring Entity after issue of a Payment Certificate, but in no case later than two months after submission of an invoice or request for payment by the Contractor, and after the Procuring Entity has accepted it.
- 32.2 Unless otherwise provided for in the SCC, in the event that the Procuring Entity fails to pay the Contractor any payment by its due date or within the period set forth in the SCC, the Contractor may raise a complaint with the Authority, which may order the Procuring Entity to settle the outstanding invoice immediately or to pay to the Contractor interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or an arbitral award.
- 32.3 Unless otherwise stated in the Contract, all payments and deductions shall be paid or charged in the currency of the Contract.
- 32.4 Items of the Works for which no rate or price has been entered in the Contract shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

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### 33. Compensation Events

33.1 The following shall be Compensation Events:

(a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date stated in the SCC.

- (b) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed, before issue of the Letter of Acceptance, from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Procuring Entity do not work within the dates and

## PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 32/2023 GENERAL CONDITIONS OF CONTRACT FOR NON-COMPLEX WORKS.

other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

- (i) The advance payment is delayed.
- (j) The effects to the Contractor of any of the Procuring Entity's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 33.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 33.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If he or she considers the Contractor's forecast cost unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 33.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having co-operated with the Project Manager.

#### 34. Taxes and Duties

- 34.1 The Contractor is liable for all taxes and duties in accordance with the laws of Zimbabwe.
- 34.2 Unless otherwise stated in the SCC, the Project Manager shall not adjust the Contract Price if taxes, duties, and other levies are changed during the period from Start date to the date the Completion certificate.

35. Retention

TENDER OPENING 01 HO

- 35.1 The Procuring Enacts shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.
- 35.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with Clause 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

### 36. Liquidated Damages

- 36.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

### 37. Bonus

No bonus shall be paid under the Contract.

### 38. Advance Payment

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- 38.1 If so provided in the Bidding Documents, the Procuring Entity shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity, and in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 38.2 The Contractor shall use an advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 38.3 An advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

### 39. Performance Security

- 39.1 If required as specified in the SCC, the Contractor shall, within twenty-one (21) days of the notification of contract award or, in the event of Challenge proceedings under Part X of the Act within twenty-one (21) days of the resolution of the Challenge, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 39.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 39.3 As specified in the SCC, the Performance Security, if required, shall be:
  - (a) denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity;
  - (a) in one of the formats stipplated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity per NEW Procuring Entity in the SCC, or in another format acceptable to the
  - (a) provided at an institution acceptable to the Procuring Entity, where the security is issued by a financial institution and
  - (a) valid for the period prescribed in the SCC.
- 39.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Contractor immediately following the date of Completion of the Contractor's performance obligations under the Contract, including any warranty obligations.

### 40. Dayworks

- 40.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 40.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 40.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

### 41. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of

PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 32/2023 GENERAL CONDITIONS OF CONTRACT FOR NON-COMPLEX WORKS.

the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

### 42. Contract Administration Fee

The Contractor shall pay the Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations if so indicated in the SCC.

## E. Finishing the Contract

### 43. Completion

Upon completing the Works, the Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon determining that the whole of the Works is completed.

### 44. Taking Over

The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

### 45 Final Account

The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within two months of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within two months a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

## 46 Operating and Maintenance Manuals

- 46.1 If "as built" Drawings and or operating and maintenance manuals are required in terms of the SCC, the Contractor shall supply them by the dates stated in the SCC.
- 46.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC or if they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the SCC from payments due to the Contractor.

### 47 Termination

- 47.1 After the occurrence of any of the events specified in this sub-clause, the Procuring Entity may terminate the Contract by giving the Contractor not less than thirty (30) days' written notice of termination (except in the event listed in paragraph (g) below, for which there shall be written notice of not less than sixty (60) days):
  - (a) the Contractor fails to remedy a defect or other failure in the performance of its obligations within thirty days of receipt of a notice or within such period otherwise agreed between the Parties in writing;
  - (b) the Contractor becomes insolvent or bankrupt or enters into any agreements with its creditors for relicf of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;
  - (c) the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;
  - (d) the Contractor is unable, as the result of Force Majeure, to perform a material portion of the Works for a period of not less than sixty (60) days;
  - (e) the Contractor, in the judgement of the Procuring Entity, has engaged in a corrupt or fraudulent practice in competing for or in executing the Contract;
  - (f) the Contractor has been made the subject of a suspension or debarment sanction under section 74 (1)(e)
     (d) or (e) of the Regulations; or

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- (g) the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- 47.2 The Contractor may terminate the Contract, by not less than thirty (30) days' written notice to the Procuring Entity, upon the occurrence of any of the following events:
  - if the Procuring Entity fails to pay any money due to the Contractor pursuant to the Contract and not subject to dispute pursuant to Clause 18, within forty-five days after receiving written notice from the Contractor that such payment is overdue:
  - (b) if the Procuring Entity is in material breach of its obligations under the Contract and has not remedied the breach within forty-five (45) days, or such longer period as the Contractor may have subsequently approved in writing, following receipt by the Procuring Entity of the Contractor's notice specifying such breach;
  - (c) if the Contractor is unable, as the result of Force Majeure, to perform a material portion of the Works for a period of not less than sixty (60) days; or
  - if the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause 18.
- If either Party disputes whether an event specified in this Clause has occurred, such Party may, within fortyfive (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 18 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 48 Fraud and Corruption

- 8 Fraud and Corruption
  48.1 If the Procuring Entity considers that the Contractor or a Subcontractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract, or has otherwise acted contrary to the obligations stated in section 72 of the Act, then the Procuring Entity may do either or both the following: KURIMA HOUS
  - (a) recommend to the Authority that the Contractor should be debarred under section 99 of the Act, in accordance with the procedures in Part XI of the Regulations;
  - Terminate the Contractor's employment under the Contract and cancel the contract, in which event Clause 47.1 shall apply as if such expulsion had been made under paragraph (e) of that clause.
- 48.2 Should the Procuring Entity determine that any employee of the Contractor or of a Subcontractor has engaged in a corrupt, fraudulent, collusive, or obstructive practice during the execution of the Works, then the Contractor shall ensure the removal of the employee in accordance with Clause 8.
- For the purposes of this Clause:
  - (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to influence improperly the actions of another party;
  - (b) "fraudulent practice" means any knowing or reckless act or omission, including a misrepresentation, that misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of a party;
  - "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party in order to influence improperly the actions of a party:
  - (e) "obstructive practice" means:
    - deliberately destroying, falsifying, altering or concealing evidence material to an investigation or making false statements to investigators in order to materially impede an investigation by the Procuring Entity, the Authority or a Government agency into allegations of a corrupt, fraudulent. coercive or collusive practice; and/or threatening, harassing or intimidating any party in order to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - an act intended to materially impede the exercise of the Procuring Entity's inspection and audit (ii)

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rights provided for under Clause 17.1.

### 49 Payment upon Termination

- 49.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 49.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely of the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

50 Property

All property belonging to the Contractor shall be removed forthwith by and at the expense of the Contractor if the Contract stabilinated because of the Contractor's default.

### 51 Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made

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## **Special Conditions of Contract**

Procurement Reference Number: DOMESTIC TENDER ZIMRA NCB 32/2023

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

GCC reference	Special Conditions						
1.1(g)	The Contractor is:						
	[insert the name, address and contact details of Contractor].						
1.1(q)	The Intended Period for the Whole Works is: 3 months						
1.1(t)	The Procuring Entity is: ZIMRA Address: ZB Centre Cnr Nkwame Nkrumah Ave/ First Street P O Box 4360 Harare Region: Head Office						
1.1(v)	The Project Manager is:TBA						
1.1(w)	The Site is located at: Chiredzi Town						
1.1(z)	The Start Date shall be: soon after site handover						
1.1(cc)	The Works consist of:						
	Proposed Construction of staff cottages for ZIMRA staff						
12/101	The documents that form part of the Contract shall be following:    PRINTED AND CONTRACT Agreement,   PRINTED ACCEPTANCE						
2.3	The Contract is a: lump-sum fixed contract						
3.1	The Language of the Contract is English. The Law governing the Contract is that of the Republic of Zimbabwe.						
.1 The Project Manager's decision shall be limited to the following:							

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GCC reference	Special Conditions						
	(a) issuing a variation order equal to 15% of the Initial Contract Amount in accordance with GCC Sub-clause 29.1(b);						
	(b) adjusting the Contract Price by up to 10% of the Contract Amount when a Compensation Event causes additional cost in accordance with GCC Subclause 33; and						
	(c) any consequent extension of time that should be issued under (a) and (b).						
	On circumstances that exceeded the aforementioned limits, prior approval of the Procuring Entity is required.						
7	7.1 The limit of subcontract is: [state a percentage if required; if subcontracting is not applicable, please delete].						
	If subcontracting is allowed, this shall not diminish or affect the contractor's responsibility for fulfilling its obligations under a Contract						
	7.2 The Schedule of Other Contractors is:						
	[insert the schedule of other contractors as applicable]						
10.1	The minimum insurance amounts and deductibles shall be:						
	(a) For loss or damage to the Works, Plant and Materials: [insert currency and amount].						
, D	(b) For loss or damage to Equipment: [insert currency and amount].						
HO O1	replace for loss of damage to Equipment: [insert currency and amount].  replace for loss of damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract [insert currency and amount].						
KUS	(a) see percenti your or admin						
3/1	HEAD OFFICE of the Contractor's employees: [insert currency and amount].  HOUSE HARAN OF other people: [insert currency and amount].  The data on Site are outlined in the following documents:						
11.2	The data on Site are outlined in the following documents:						
	[insert any documents provided by Procuring Entity that relates to site data. If there is none, please delete]						
16.1	The Site Possession Date shall be: Soon after contract signing. Exact dates to be advised.						
19.1	The Contractor shall submit a Program for the Works within 14 days after the date of the Letter of Acceptance.						
19.3	The Contractor shall submit for approval an updated Program for the Works within 14 days from the date of any change made to the Contract.						
26.1	The Defects Liability Period is: 12 months.						

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GCC reference	Special Conditions
34.2	Adjustment of the Contract Price: The Project Manager shall not adjust the Contract Price if taxes, duties, and other levies are changed during the period from Start date to the date the Completion certificate
35.1	The retention shall be [State percentage to be retained, normally five percent (5%) of each payment certificate].
36.1	The Liquidated Damages shall be 0.5% of Contract Sum per day of delay. The total liquidated damages (LD) shall not exceed 10% of the Contract Amount
38.1	ZIMRA shall pay after delivery, inspection and acceptance. However, in the event that advance payment is required, the advance payment shall not exceed 15% of the Contract Price for domestic contractors and 10% for foreign contractors, and shall be paid to the Contractor no later than 14 days from receipt of an acceptable Bank Guarantee of the equivalent amount from a reputable registered commercial bank redeemable in Zimbabwe
39.1	The Performance Security shall be in the form of a Bank Guarantee and in the amount of 10% of the Contract Amount in the form of a bank guarantee, redeemable in Zimbabwe.
42.1	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 shall be notified by RRAZ
46 (HD (D1	46.1 The date to supply as-built drawings and/or operating manuals shall be within 44 days following issue of Completion Certificate.  46.2 The amount to be withheld shall be 0.01 percent of the Contract amount per day of delay! SE
49.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is [insert percentage].

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## **Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, should only be completed by the successful Bidder after contract award.

### **Table of Forms**

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### LETTER OF ACCEPTANCE

[To be produced on letterhead paper of the Procuring Entity]

To:

[name and address of the successful Tenderer]

### Subject: Letter of Acceptance

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section 3 (Contract Forms) of the Bidding Document. [Delete page if no Performance Security is required in the SCC]

Signed: TENDER OPEN HO 01 2 1 JUL 2	ING [insert signature of [28]uthorised person]
Name: HEAD OFFICE	[insert complete name of person signing]
In the capacity of:	[insert legal capacity of person signing]
Duly authorized to sign the letter of acceptance for and on behalf of	[insert complete name of Procuring Entity]
Date:	day of

Attachment: Contract Agreement

PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 32/2023 GENERAL CONDITIONS OF CONTRACT FOR NON-COMPLEX WORKS.

## **CONTRACT AGREEMENT**

Pro	cure	ment Reference:
THI		ONTRACT AGREEMENT is made the day of[insert: month].  insert: year].
ВЕТ	TWE.	EN
(	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
country of Conti		
acce	PRO In the The	AS the Procuring Entity desires that the Works known as   [name of the Contract] should be executed by the Contractor, and has a Bid by the Contractor for the execution and completion of these Works and for the gof any defects in them.  [CURING ENTITY AND THE GONTRACTOR AGREE AS FOLLOWS:  In this Agreement words and expressions shall have the same meanings as are assigned to them the General and Special Conditions of Contract referred to below.  [Following documents shall constitute the Contract between the Procuring Entity and the tractor, and each shall be read and construed as an integral part of the Contract:
		This Contract Agreement;
	(d) (e) (f) (g) (h)	The Special Conditions of Contract; The General Conditions of Contract; The Procuring Entity's requirements (Specifications and Drawings); The completed Bill of Quantities or Schedule of Activities; and  Any other documents listed in the GCC as forming part of the Contract
3.	This discr	Contract Agreement shall prevail over all other Contract Documents. In the event of any repancy or inconsistency within the Contract Documents, then the documents shall prevail e order listed above.

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- 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 execute the Works 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 execution and completion of the Works 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	of the Procuring Entity
Signed:	
Name:	
In the capacity of:	[Title or other appropriate designation
For and on behalf of	the Contractor
Signed:	EWE REVENUE AUTHOR
Name:	TENDER OPENING  11 11 2023 01 HO
In the capacity of:	(HD 01 2 1 JUL 2023 [Title or other appropriate designation]
signatories, e.g., in the	e following manner:] each member of the Joint Venture
Signed:	
Name of member:	
In the capacity of:	[Title or other appropriate designation]
Signed:	
Name of member:	

[Title or other appropriate designation]

In the capacity of:

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## BANK GUARANTEE FOR PERFORMANCE SECURITY

[The issuing bank, as requested by the successful Bidder, must fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year)]

Title of the procurement: [Insert general title of the procurement]

Procurement Reference No: [insert reference]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Procuring Entity]

Performance Guarantee No:

We have been informed that ...... [name of the Contractor], (hereinafter called "the Contractor") has entered into Contract No. . . . . [procurement reference number of the Contract]. dated [insert day and month], [insert year], with you, for the execution of ...... [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

## [Seal of Bank and Signature(s)]

Note -

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

- The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.
- Insert the date twenty-eight days after the expected completion date. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

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### ADVANCE PAYMENT SECURITY

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated.]

Date: [insert date (as day, month, and year)]
Procurement Reference No: [insert reference]

[Issuing bank's letterhead]

[133ting bank & teller heda]	
Beneficiary: [insert legal i	name and address of Procuring Entity]
ADVANCE PAYMENT GU	ARANTEE No.: [insert Advance Payment Suaran Com months]
We have been informed that	[name of the Contractor] (hereinafter Ealled The Contractor)
day and month], [insert year] and brief description of Work.	with you, for the execution of

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum ...... [name of the currency and amount in figures] [...... [amount in words]) is to be made against an advance payment guarantee.

At the request of the Contractor, we ........ [name of the Bank]. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ........ [name of the currency and amount in figures]\* (...... [amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[Seal of	Bank	and S	ignatur	e(s)]	 	 	
Note –							

All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.

PROCUREMENT REFERENCE NO: DOMESTIC TENDER ZIMRA NCB 32/2023
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1 The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, of in a freely convertible currency acceptable to the Procuring Entity.

2 Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be indeed to request the expiration date established in the guarantee.

THE GOVERNMENT OF ZIMBABWE

MINISTRY OF PUBLIC CONSTRUCTION AND NATIONAL HOUSING

BILL NO. 1

PRELIMITARIES

MINISTRY OF PUBLIC CONSTRUCTION AND NATIONAL HOUSING SAMORA MACHEL AVENUE HARARE

AUGUST. 1980

### BILL NO. 1

### PRELIMINARIES

## NOTES TO TENDERERS

A

В

D

E

The following Preliminaries shall apply to all tenders whether based on Bills of Quantities or on a Specification, issued by the Ministry of Works.

In the case of a Tender based on Bills of Quantities the Tenderer should allow for all costs incurred in complying with these Preliminaries in the money column of this Bill and carry the total (if any) to the appropriate Summary in the Main Bills of Quantities, or as otherwise instructed in the Tender Documents.

In the case of a Tender based on a Specification, the Tenderer should include for all costs and expenses in complying with these Preliminaries in his lump sum Tender figure for the work.

In the case of a Contract based on a Specification, those Preliminaries which refer to "Bills of Quantities", shall apply only where such term is synonymous with the term "Specification".

The Specification or Bills of Quantities are to be read in conjunction with, and all workmanship and materials, unless otherwise described, shall comply with the current edition of the Ministry of Trks "General Specification of Materials and Workmanship" and with any amendments thereto. It is hereby made a condition that the submission of a tender based on Bills of Quantities or a Specification issued by the Ministry of Works shall be accepted as proof that the Tenderer was in possession of a copy of this "General Specification" and amendments thereto at the time of tendering and that his tender price was based upon the requirements of such "General Specification" and amendments there to.

No representation, explanation or statement which in any way alters the tender or contract documents, made prior to the acceptance of a tender or during the progress of the contract shall bind the Secretary for Works unless such explanation, statement or alteration be made and confirmed under the signature of the Secretary for Works.

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Should there be any doubt or obscurity as to the meaning of any particulars in the Specification, Bills of Quantities or Tender Documents, the Tenderer must obtain an explanation as to the true intent and meaning in writing from the Secretary for Works before submitting his tender. No claims for extras arising from any doubt or obscurity will be admitted after the delivery of his tender.

The Tenderer is required to check the number of pages in the Specification (and in the case of Bills of Quantities all pages and references thereto in the "Collections" and Summary), and should any pages or references thereto be missing or duplicated or the figures or typing be indistinct, he is to apply at once to the Secretary for Works and have the same rectified. Any errors arising through the Tenderer failing to do this will not be admitted after the submission of his tender.

The Contractor shall, when requested by the Secretary for Works, deposit his Bills of Quantities fully priced out in ink with the Secretary for Works, and on the basis of this Bill of Quantities all extras and omissions will be valued. The Secretary for Works shall be at liberty to call for such adjustments of individual rates and rectify discrepancies as he considers necessary provided that the Tendered Amount is not altered.

### CONDITIONS OF CONTRACT

The Tenderer is referred to the "Conditions of Contract" and if he considers any of the clauses (or any amplification thereof given below) in such Conditions involves expense not included elsewhere, he should include for same.

Should the Tenderer not be in possession of the A Ministry of Works Standard Conditions of Contract, two copies will be issued to him on application being made. A Tenderer's failure to obtain a copy of the В Conditions of Contract will not absolve him from complying with such Conditions. Clause No. 1 : Scope of Contract. C Clause No. 2: Drawings, Specifications and D Bills of quantities, etc. Clause No. 3: Local and Other Authorities' E Notices and Fees. Clause No. 4: Setting Out of Works. F Clause No. 5: Materials and Workmanship to G Conform to Description. Clause No. 6 : Foreman. H Clause No. 7 : Access for Architect to Works. J Clause No. 8 : Clerk of Works. K Clause No. 9 : Ascertainment of Prices for L Variations. Clause No. 10 : Bills of Quantities. M

Carried to Collection

Should the Contractor not affix any figures in the money column against any particular items, he shall write hyphens thus:- - against

such items.

All measurements, sizes and quantities throughout the Bills of Quantities are taken nett and should be held to mean the finished measurement and sizes, unless otherwise stated. The Quantities represent the actual nett quantities left in the building. The Contractor must allow in his prices for all cutting and waste, etc.

The Bills of Quantities are not to be used for the ordering of materials except at the Contractor's own risk. They have been prepared in order to enable the Contractor to furnish an estimate for the work and to provide unit rates for the adjustment of variations.

No alterations, erasures or additions are to be made by the Tenderer in the text of the Bills of Quantities, and should any such alterations or additions be made, the same will not be recognised and the text of the Bills of Quantities will be adhered to.

To assist the Tenderer in casting the various trades in these Bills of Quantities, sufficient space has been left at the end of each trade to enable him to cast each page separately, and carry the same to a column on the page in question under the heading of "Collection".

- Clause No. 11: Unfixed Materials when taken into account to be Property of the Government.
- Clause No. 12: Defects After Completion.
- C | Clause No. 13 : Assignment or Sub-letting.
- D Clause No. 14: Injury to Persons or Property.
  - (a) <u>Injury to Persons</u>: The Contractor is to allow for all costs and charges in taking out an Insurance Policy covering <u>THIRD PARTY RISKS</u>, in the joint names of the Government and the Contractor.
  - (b) Workmen's Compensation.
  - (c) Injury to Property.

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(d) Damage resulting from riot or civil commotion.

Carried to Collection

SEE SUMMARY

Clause No. 15: Insurance. The Contractor is to allow for all costs and charges in insuring the building against fire, for the full amount of the Contract plus 12½% to cover professional fees, from the commencement of work until the building is handed over.

The Policy is to be deposited with the Secretary for Works and payments to the Contractor may be withheld until this Clause has been complied with.

SEE SUMMARY

B Clause No. 16 : Occupation.

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- Clause No. 17: Date of Possession and Completion.
- D Clause No. 18: Damages for Non-completion.
- E Clause No. 19: Delay and Extension of Time.
- F Clause No. 20: Determination by Government.
- G Clause No. 21: Determination by Contractor.
  - Clauses No. 22 and 23 : Nominated Sub-Contractors and Suppliers.

Where the Government becomes the nominated sub-contractor or the nominated supplier no cash discount will be allowed.

When during the course of the contract the Government omits Provisional Sums included in the Bills of Quantities, Specification or Tender Documents for nominated sub-contractors or nominated suppliers and negotiates a separate contract for such work to be paid direct by the Government, the main Contractor shall allow such separate contractor or supplier access and facilities and he shall be entitled to payment of profit and attendance at the rates included by him in the Bills of Quantities against the respective items, adjusted pro rata on the amount paid direct by the Government, but shall not be entitled to claim cash discount or compensation for loss thereof.

In the event of Provisional Sums for nominated sub-contractors' or suppliers' work being omitted in whole or in part, and such work not being otherwise carried out during the period of this contract all cash discount, profit and attendance shall be similarly omitted in whole, or in part pro rata.

Clause No. 24: Artists, Tradesmen and Works
Outside the Contract.

The Government reserves the right at all times during the progress of the contract to let separate contracts for Specialists' work, or any other similar work not included in the Bills of Quantities, Specification or Tender Documents, and the main Contractor must grant access, and all facilities to such artists, tradesmen and others so engaged by the Government and such persons shall not be regarded as sub-contractors under this contract and no builders' discount or profit in respect thereof shall be payable to the Main Contractor, but in the event of attendance and making good being required payment will be made on a fair valuation of the services performed.

To assist the Contractor in arranging any attendance required, the Government may, when there is prior knowledge of specialist work, state in the Specification or Bills of Quantities the approximate value of such intended or existing separate contracts, but the inclusion of this information is for the Contractor's guidance only and shall not be deemed to be an amount included in the value of the Contract.

Clause No 25: Certificates and Payment.

The Contractor when requiring a progress payment, shall furnish the Secretary for Works with an approximate statement of the work executed, detailed and priced under trades and based on his original tender.

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In all cases where the Contractor requires payment for unfixed materials on the site, the application for a progress payment must be accompanied by a complete list of all such materials, signed by the Contractor and countersigned by the Clerk of Works. All such material shall become the property of the Government and shall not be taken away (except for use in the building) without the written permission of the Secretary for Works.

Carried to Collection

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Not more than 80% of the value of any materials on site will be included in progress payments and such payments will only be made for materials which are properly protected from weather and theft, and which have not, in the opinion of the Quantity Surveyor, been brought permaturely upon the site.

All monies due to the nominated sub-contractors or suppliers and which are included in the Contractor's certificate shall be paid to the sub-contractors or suppliers by the Contractor within 21 days after the date of the certificate in which the sum due is included. In the event of such payment not being made within the above stipulated time, the Contractor shall lose all right to claim any cash discount on the monies involved and the Secretary for Works reserves the right to deduct ALL sums of money that are due to the said sub-contractors or suppliers from the Contractor's next certificate and pay them direct to the sub-contractors or suppliers.

It is a condition of this contract that the Government shall not be bound to pay (except under an Order of Court) any monies due or to become due hereunder to any persons save the Contractor who shall not have the right to assign his rights to payment to any third party without first obtaining the written consent of the Government to such assignment.

### Clause No. 26 : Wages

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Clause No. 27: Non-Payment of Certificates
Notwithstanding the provisions of Clause 25
of the "Conditions of Contract", the Government
reserves the right to withhold retention money
beyond the retention period until the Contractor
has submitted to the Secretary for Works all
receipts in respect of monies due to nominated
sub-contractors and nominated suppliers which
have been included in payments made to the
Contractor, and in the event of the Contractor
failing to produce within 14 days of being asked
in writing, conclusive evidence that such amounts
have been fully paid, the Government shall have
the right to make final payment direct to such
sub-contractors or suppliers and to deduct the

value thereof from the retention money, or other

monies due under the Contract.

A Clause No. 28 : Surety Bond.

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The Contractor is to allow for all costs and charges in taking out the surety bond.

Clause No. 29: Corrupt Gifts and Payments of Commission.

Clause No. 30 : Photographs.

D Clause No. 31 : Articles of Value or Antiquity.

E Clause No. 32: Patent Rights and Royalties.

F Clause No. 33 : Arbitration.

### PRELIMINARIES AND GENERAL

The tenderer is referred to section B, Preliminaries and General, Pages B.1 to B.9 of the General Specification and if he considers that any of the clauses or any amplification thereof given below involves expense not elsewhere included, he should include for same hereunder.

## Clause B.1 Public Liability.

- 1.1 Noise control.
- The Contractor shall make adequate provision by spraying erecting screens or other suitable methods, against nuisance or damage by dust to all works under this Contract, to persons or property in the vicinity, and he will be held solely responsible for any complaints, damage or claims in this connection.
- 1.3 Adjoining owners.

  The Contractor shall not in the execution of the Works enter upon or otherwise make use of any lands adjoining the site of the Works as demarcated on the site plan, without the consent in writing of the Secretary for Works or without the consent of the owners of

such adjoining lands, having been previously obtained, but shall (except with such consent) confine his eperations within the site of the Werks. No trespassing beyond the limits as above described will be allowed.

- A 1.4 Adjoining property.

  B 1.5 Police regulations.

  C 1.6 Statutory obligations.
- D 1.7 Notices, fees and charges.

## Clause B.2 Prevention of Damage or Loss.

- E 2.1 Locate existing services.
- F 2.2 Protect existing services.
- G 2.3 Damage to services.
- H 2.4 Fire precautions.
- J 2.5 Damage to roads.
- K 2.6 Repairs to roads.
- L 2.7 Clear roads
  Nothing shall be done by the Contractor
  or anyone employed by him that shall in
  anyway interfere with the free use by
  the public of any of the roads, gravel
  drives, paths, etc., within or approaching the site.
- M 2.8 Protect trees and shrubs.
- N 2.9 Replace trees and shrubs.
- O 2.10 Existing features.

  Make good or reinstate at the Contractor's expense all damage which may occur to gates, fences, buildings or other Government property existing upon the site.
- P 2.11 Existing damage.

## Clause B.3 Management/Administration Procedures.

- Q 3.1 Programme.
- R 3.2 Submit.
- S 3.3 Submission.

Receipt. 3.4 A Monitoring. В 3.5 The Contractor shall provide on site a carbon copy record book which shall provide one original and two copies in which shall be recorded all site visits and daily record of work done. 3,6 Safety, health and welfare. Use of site. D **3.7** Site meetings. E 3.8 F Minutes. 3.9 3.10 Measurements. G 3.11 Labour return. H 3.12 Daywork vouchers. J 3.13 Order materials. K Resources/Temporary Works Clause B.4 and Services. 4.1 L Locations. 4.2 Temporary works. M 4.3 Roads. N 0 4.4 Buildings. 4.5 SO's site office. P 4.6 Storage for cement and lime. Q Sanitary accommodation for supervisory R 4.7 staff. 3 4.8 Sanitary accommodation for artisan T Hoardings, gantries and scaffolding. 4.9 4.10 Name boards. U V 4.11 Telephones. Water. 4.12 Allow for providing all water for the Works and for sub-contractors, pay all fees and charges legally demandable and provide all necessary piping, taps and other fittings, storage tanks, etc. If this Contract embodies work at a Government building or institution where water is already laid on, the Contractor may by agreement in writing with the Secretary for Works,

use the water from this supply. (Any connection to or extensions of the existing supply pipes must be provided at the Contractor's expense.)

If permission be thus obtained and the Contractor uses the water from this source, he shall pay to the Government (by deduction from the amount due under the contract) a sum equal to one quarter percent (1/4%) of the final completed cost of the work executed under this contract as disclosed in the final statement, and shall allow in his price for water such amount as he considers necessary to cover this cost.

SEE SUMMARY

The use of water from a Government supply is granted subject to the sondition that the water used by the Contractor shall be for building purposes only and should the Government be satisfied that the Contractor is unduly wasting water and/or using water for any subsidiary purpose such as providing for living accommodation of his workmen on the site, the Government reserves the right to deduct from monies due under the contract their assessment of all such additional water used.

- 4.13 Lighting and power.

  It is entirely the Contractor's responsibility to ascertain before tendering the availability of electricity and all costs and charges thereof, and no claim arising out of this clause will be considered after the submission of a tender.
- 4.14 Plant.

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- 4.15 Sole use of plant.
- D | 4.16 Removal of plant.
- E 4.17 Plant to comply.
- F 4.18 Protective clothing.

## Clause B.5 Nominated Firms/Public Bodies.

Where Provisional and Prime Cost Sums are included for works to be performed, or materials supplied by nominated sub-contractors or suppliers, the Secretary for Works will invite tenders (or may request the Contractor to obtain not less than three tenders) and will direct the Contractor to accept a tender from a sub-contractor who

will then become a nominated sub-contractor or supplier in terms of the "Conditions of Contract: Clauses 22 and 23". The main Contractor will be entirely responsible for the proper and timely execution of the sub-contract and no contract will exist between the nominated sub-contractor or supplier and the Government, and it is the responsibility of the main Contractor to ensure that the sub-contractor indemnifies the Contractor against the same obligations in respect of the sub-contract, as those for which the Contractor is liable in respect of the main contract.

The Contractor shall not order any materials for which Provisional or Prime Cost Sums are included without first receiving instructions in writing from the Secretary for Works so to do.

The Contractor will be required to produce all receipted invoices, if demanded by the Secretary for Works for the adjustment of accounts.

If items are reserved for work of a nature usually carried out by the Contractor in the course of his business, the Government may give the Contractor an opportunity of tendering for the same without prejudice to the Government's right to reject the lowest or any tender.

5.2 Sub-Contractors.

The names of all sub-contractors (other than nominated) whom the Contractor proposes to employ shall be submitted to the Secretary for Works for approval before the signing of the Contract. Such approval shall not be unreasonably withheld.

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- 5.3 General Attendance.
  Wherever the words "allow for attendance"
  occur, it shall be deemed to cover all the
  Contractor's sosts involved in the following:-
  - (a) For giving the sub-contractor every facility to enable him to execute his work in a workmanlike manner and in proper order and sequence.

- (b) For allowing the sub-contractor free use of all scaffolding and plant as may be reasonably required by him, and for erecting, shifting and removing as necessary such scaffolding and plant free of charge to the sub-contractor.
- (c) For providing water or electricity required by the sub-contractor.
- (d) For receiving, unloading, checking, and removing to store all the sub-contractor's materials, articles and fittings on arrival at the site, and where necessary for providing proper storage accommodation for the prevention of pilferage, damage, etc., returning all empties and packing of same carriage paid, and for hoisting or lowering materials, articles, or fittings to the requisite levels and positions in the building.
- (e) For agreeing with the sub-contractor proper and accurate working dimensions and other particulars and for obtaining from the sub-contractor full data and particulars as to the sub-contractor's requirements, with particular regard to chases, recesses, mortices, notchings, holes, perforations, etc., and for obtaining full information from the sub-contractor to enable the Contractor to make proper arrangements and provisions during the general execution of the work for the reception of the sub-contractor's work. cost of any alterations consequent upon the non-fulfilment of the foregoing stipulations will be at the Contractor's sole expense.
- (f) For all items, conditions or requirements with regard to the sub-contractor's work mentioned or described in the general Conditions of Contract, Specification and Preliminaries not specifically stated in the foregoing.
- 5.4 Supervision.
- 5.5 Programme.

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### Clause B.6 Quality/Testing/Approvals. 6.1 A Commodities. 6.2 Manufacturer's Recommendations. В 6.3 C Standards. D 6.4 Single sources. E 6.5 Samples of commodities. F 6.6. Samples of work. Clause B.7 Accuracy/Setting Out. G 7.1 Set out the works. H 7.2 Profiles. J 7.3 Permanency. K 7.4 Instruments. L Check all dimensions. 7.5 M 7.6 Dimensions. Clause B.8 Protection. N 8.1 Safeguard the site. Provide all necessary barriers, hoardings, footways, etc., and provide all necessary watching and lighting as required for the protection of the Works and materials and plant on the site, and for the protection of the public. Contractor will be held responsible for all injury or accident that may happen through failure to provide adequate protection and lighting. 0 8.2 Inclement weather. P 8.3 Stormwater and surface water. The Contractor must satisfy himself as to the quantities of subsoil and surface water to be dealt with and is to keep the building foundations and work generally clear of

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Provide for dealing

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surface, subsoil and stormwater by baling,

with springs, underground streams, etc., which may be opened up and provide all necessary pipes and machinery sufficient for the above.

pumping or otherwise.

purposes, and an ample supply of power, and apply the same as necessary to enable all operations to be promptly and efficiently performed, including night and day attendance and work as necessary.

Provide and lay down as necessary any temporary surface drains, cut temporary sluits, and remove and fill in at completion.

- A 8.4 Overloading.
- B 8.5 Cleanliness.
- C 8.6 Damage by sunlight.
- D 8.7 Datum:

## Clause B.9 Prefabricated Elements.

- E 9.1 Delivery.
- F 9.2 Check fixings.
- G 9.3 Authorise erection.
- H 9.4 Notice.

### Clause B.10 Work at Completion.

- J 10.1 Clean the works.
- K 10.2 Cleaning.
- L 10.3 Remove.
- M 10.4 Painted surfaces.
- N 10.5 Moving parts.
- 0 10.6 Security at completion.
- P 10.7 Making good defects.
- Q 10.8 Maintenance instructions.

### Clause B.11 Miscellaneous.

- R 11.1 Photographs.
- S 11.2 Articles of value or antiquity.

### VISIT SITE

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The Contractor must visit the site of the Works before submitting his tender and carefully examine the conditions that exist, and he is to satisfy himself as to the nature of the materials to be excavated as well as all natural conditions, water and light services, transport facilities, etc. No allowance will be made in the event of conditions being different from what he expected.

### FLUCTUATIONS IN COSTS

## 1) Where applying to nominated sub-contractors or suppliers

Where the following provisions for fluctuations in wages, cost of living allowances or prices of materials are applicable to a nominated sub contractor, or nominated supplier, the additional payments to them are to be regarded as a reimbursement of expense only, upon which the contractor shall not be entitled to claim any additional pro rata profit in terms of Clause 25 (e) of the conditions of contract.

## 2) Fluctuations in wages and cost of living allowances

The Contractor is to pay not less than the recognised Standard Rate of Wages and Allowances to all employees.

If at any time between the date of delivery of the Contractor's tender and the date for the completion of the Works any statutory fluctuation (i.e. any specific increase or decrease stipulated by the Government Gazette) takes place in the Standard Rate of Wages, Cost of Living Allowances, or other statutory compulsory contribution in respect of the men employed on the Works covered by this Contract, whether on the site or in the workshops or yards of the Contractor or sub-contractors (but not in respect of merchants or suppliers), the Contractor is to submit WEEKLY to the Secretary for Works receipted time sheets, together with a weekly return of the number of hours worked, signed by the Foreman and countersigned by the Clerk of Works, and the contract price shall be adjusted in accordance with the statutory fluctuation. Variations, if any, made under this clause shall be a nett increase or decrease, and no allowance will be made for any profit whatsoever. No claims will be admitted in respect of labour employed after the expiration of the contract completion date or any amendments thereto under Clause 19 of the Conditions of Contract.

### 3) Fluctuations in prices of materials

Should any statutory fluctuation (i.e. any specified increase or decrease in control prices of materials stipulated by notices published in the Government Gazette) take place after the date of delivery of the Contractor's tender, the Contractor is to submit invoices for such materials certified by the Clerk of Works and the contract price shall be adjusted in accordance with the statutory fluctuation. Such variations, if any, made under this clause shall be a nett increase or decrease, and no allowance will be made for any profit whatsoever.

The term "statutory fluctuation" is accepted to cover variation in custom duty or other Government tax, duty or surcharge only when detailed in the relevant Act of Parliament or statutory notices as payable direct on specified building materials and items incorporated in a building structure but will not be accepted to cover any indirect variation of costs or overheads, etc., of the Contractor, sub-contractors, merchants or suppliers, arising from fluctuations in such items as railage, shipping rates, insurance, postage, dock dues, clearance charges, transport, power and fuel costs, etc., whether arising directly or indirectly from Government action.

No claims will to admitted under this Clause for statutory fluctuations coming into effect after the expiration of the contract completion date or any amendments - thereto under Clause 19 of the Conditions of Contract.

If the Contractor wishes to be protected against fluctuations in cost of any basic materials he is to attach to the Form of Tender a list of such materials and prices in respect of which he wishes to be protected. Such prices to be those upon which he bases his tender.

In support of these prices, the Contractor is to furnish with his tender bona fide current merchants quotations (for quantities as required for the job).

The prices actually paid must be substantiated by receipted invoices, and all adjustment will be nett with no allowance for profit, provided that if the variations are positive then the Contractor may add not more than 5% to the nett amount.

At the completion of the works the Contractor will be required to substantiate the quantities used and the prices actually paid for all items listed in order that Government may benefit for any decrease in price that may have occured.

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Orders for materials as listed shall have been placed within a reasonable time after the date of acceptance of the tender, otherwise no adjustment will be made. Such time to be mutually agreed when the tender is provisionally accepted.

All delivery notes for materials as listed must be certified by the Clerk of Works as having been delivered to the site, and shall be submitted to the Secretary for Works failing which no adjustment will be made.

All documents in support of claims for fluctuations in the price of materials must be submitted within three meaks of the date appearing on those documents failing which no adjustment will be made.

Where no materials have been listed the tender shall be treated as a firm tender.

Dumping duties are not acceptable as fluctuations, and it is a condition of the tender that any dumping duty levied at any time on items and goods incorporated in this contract shall be payable by the successful tenderer, and not recoverable from the Government.

#### AGREED WORKING HOURS

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No work of any kind or description shall be done outside the agreed working hours of the building industry except such as shall be unavoidable or absolutely necessary for the saving of life or property, or the safety and protection of the Works. Should the Contractor desire to execute any work outside the agreed working hours of the building industry, he shall first obtain the permission of the Secretary for Works and any work executed outside such hours without the written permission having been first obtained will not be paid for, or if the Secretary for Works so desires the same taken out or pulled down and removed.

#### DISMISSAL OF INCOMPETENT WORKMEN

The Contractor shall on the request of the Secretary for Works immediately dismiss from the Works any persons employed thereon who may, in the opinion of the Secretary for Works be incompetent or misconduct himself, or is likely to cause or who has caused strikes, disturbances or delays, and such persons shall not again be employed on the Works without permission from the Secretary for Works.

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# COLLECTION

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BILL NO. 1 : PRELIMINARIES			<u> </u>	
CARRIED TO SUMMARY PAGE OF MAIN BILL			\$	
SIGNATURE OF CONTRACTOR	D	ATE	<b></b>	
			11	1 1 5

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.1 : CONCRETE, FORMWORK & REINFORCEMENT				
	IN-SITU CONCRETE				
	Vibrated reinforced concrete (Grade 25- 20 mm stone) in				
Α	Ring beam	m3	6		
В	Lintel Beams	m3	1		
	SUNDRIES				
С	Strike off and cure top of concrete	m2	24		
	PRECAST CONCRETE				
	Precast concrete (Grade 20-20 mm stone) finished fair on all exposed surfaces:				
D	Drip stones	No.	12		
Е	450 x 450 x 50mm paving slabs jointed in 1:3 cement mortar to building aprons	m2	95		
	FORMWORK				
	Sawn formwork as described to:				
F	Sides of ring beam	m2	49		
G	Sides of lintel beams	m2	2		
Н	Soffits of ring beam	m2	12		
	REINFORCEMENT				
	Steel bar reinforcement including all bending, hooked ends, tying wire and temporary supports				
J	Deformed bars of all sizes	kg	700		
	BILL NO.1 : CONCRETE, FORMWORK & REINFORCEMENT				
	CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.2 : BRICKWORK				
	(For Preambles, please see General Specification)				
	SAMPLES				
Α	Allow for providing brick samples as described	item	1		
	BRICKWORK				
	Brickwork in approved common bricks in 1:4 cement mortar				
В	Half brick wall	m2	70		
С	One brick wall	m2	264		
D	Half brick wall beamfilling	m2	32		
	SUNDRIES				
Е	Bull nosed brick-on-edge window cills	m	47		
F	Bed wall plate in cement mortar	m	67		
G	1.25 x 25 x 1,000mm long hoop iron ties as described	no.	152		
Н	Precast concrete external and internal air bricks. External air brick to have stainless steel gauze wire inside	Pair	50		
	BRICK REINFORCEMENT				
	Brickforce lapped at joints and junctions and building in as the work proceeds (measured nett)				
J	Ref. C1 in half brick walls.	m	205		
K	Ref. C2 in one brick walls.	m	776		
	Total Carried To Collection Page				

			1	ı	ı
	DUMP PROOF COURSE				
	One layer of three ply bituminous felt sheeting as damp proof course as described well lapped at jointsand junctions.				
Α	Walls	m2	#VALUE!		
	BUILDING IN				
В	Set up in position, cross brace and build in pressed steel door frame not exceeding 5 square meters.		6		
	Total Carried Collection Page				
	COLLECTION				
	Page 2				
	Page 3				
	BILL NO.2: BRICKWORK				
	CARRIED TO SUMMARY				
	•				•

m²	492		
m	10		
m	4		
m2	420		
m	6		
m	45		
	m m	m 10 m 4 m2 420 m 6	m 10 m 4 m 4 m 6

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.5 : CARPENTRY				
	(For Preambles, please see General Specification)				
	ROOF TIMBERS				
	Sawn Softwood				
Α	38 x 114mm wall plate	m	106,4		
В	38 x 38mm tile battens	m	720		
	ROOF TRUSSES				
	Engineer designed roof truss system designed and supplied by approved manufacturer, truss members to be merchantable grade sized to matching thickness and jointed only at node points, design is to include total roof system and is to be based on group three stresses on nett section with matching depth of rafters to projections. The Manufacturer will be deemed to have inspected all the relevant drawings before tendering and shall verify the design with the Architect before manufacture (calculations to be submitted if required)				
С	Supply, hoist and fix roof truss system approximately 3000mm above ground floor level, designed to carry chromadeck roofing sheets at 22.5 degree pitch on 50 x 38mm purlins at 1100mm centres.	Item	1		
•	EAVES & VERGES				
D	225 x 9mm asbestos cement or approved equivalent fasciaboard and fixing to and including 38 x 38mm sawn softwood brandering to ends of trusses	m	138		
	SUNDRY				
E	Well carbolineum wall plate	m2	21		
	BILL NO.4: CARPENTRY  CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.5 : JOINERY AND IRONMONGERY				
	CEILINGS AND CORNICES				
A	9mm "Rhinoboard" ceiling board and fixing and including 38 x 38mm brandering at 400mm centres one way screw nailed to underside of trusses and covering joints with "Rhinotape" or equivalent approved.	m2	355		
В	Extra for trimming for and forming trap door size 750 x 750mm including 50 x 76mm rebated softwood frame and 19mm softwood quadrant all round		2		
С	76mm coved cornice including mitres, etc.	m	157		
	DOORS				
	Semi-solid core internal quality flush door with veneer suitable for painting both sides				
D	44mm door size 813 x 2032mm	No.	9		
	Solid core internal quality flush door with veneer suitable for painting both sides				
E	44mm door size 813 x 2032mm	No.	2		
	IRONMONGERY				
F	Union or equivalent approved aluminium hat and coat hook	No.	31		
G	Union or equivalent approved WC indicator bolt	No.	7		
Н	Union or equivalent approved 2 lever lockset	No.	22		
J	Union or equivalent approved 3 lever lockset	No.	2		
	SUNDRIES				
K	38mm diameter rubber door stop fixed to floor or wall	No.	31		
	Total Carried To Collection Page				

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	RHINOBOARD PARTITION WALLS				
	76mm partition wall made of 12.5mm "Rhinoboard" and 6.38mm clear laminated glass partitioning 2900mm high installed complete. The wall is to be constructed using aluminum framing (Metal stud); aluminum skirting; beading; Desert Sand or equally approved vinyl wallpaper (textured); and all other necessary consumables and accessories.	m	123		
	TOILET MELAMINE PARTITION WALLS				
L	60mm thick walls constructed using shadow grey melamine timber partitioning, 2 000mm high and aluminium door frames, hinges, door hanging, and indicator bolt installation. The timber door and indicator bolt are measured separately.	m	13		
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	COLLECTION				
	Page 6				
	Page 7				
	BILL NO.5: JOINERY AND IRONMONGERY  CARRIED TO SUMMARY				
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ITEN	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.6 : METALWORK				
	(For Preambles, please see General Specification)				
	PRESSED STEEL DOOR FRAMES				
	Standard double rebated pressed steel door frames and doors				
Α	Frame with fan light for door size 44 x 813 x 2030 high in half brick wall	No.	2		
В	Frame for door size 44 x 813 x 2030 high in one brick wall	No.	2		
	ALUMINIUM FRAMES				
	Purpose made charcoal grey aluminium windows and doors to be executed to the Architect's approval. Frames to come complete with locking system, handles, glazed and decorated.				
С	Frame for timber door size 44 x 813 x 2030 high	No.	7		
D	Door type D01, Size 815 x 2400mm high including laminated 6.38mm laminated clear glass.	No.	13		
E	Door type D04, Size 3 000 X 2 100mm high including 6.38mm laminated clear glass	No.	1		
F `	Window type W01, Size 2 100 x 1 000mm high	No.	15		
G	Window type W02, Size 533 x 600mm high (Froasted 5mm glass)	No.	2		
Н	Window type W03, Size 1 400 x 1 000mm high	No.	7		
J	Window type W04, Size 1 022 x 600mm high (Froasted 5mm glass)	No.	5		
K	Window type W05, Size 1675 x 2 100mm high	No.	4		
	BILL NO.6: METALWORK				
	CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.7 : PLASTERING AND WALL LININGS				
	EXTERNALLY				
	Render in cement plaster (1:4) composed of one part cement and five parts sand finished to a true and even surface with a fine wooden float on brick and sides of concrete ring beam				
Α	Walls	m2	296		
В	Extra for walls in narrow widths	m2	12		
	INTERNALLY				
	Render in cement plaster (1:5) composed of one part cement ad five parts sand and set in "Rhinoset" skimming plaster finished to a true and even surface with a steel float on brick and sides of concrete ring beam				
С	Walls	m2	403		
D	Extra for walls in narrow widths	m2	12		
	Render in "Rhinobond" and set in "Rhinoset" plaster including all labours and finish in steel float on				
Е	"Rhinoboard" ceilings	m2	355		
	WALL TILING				
	300 x 600 mm ceramic wall tiles of approved manufacture and colour bedded in cementious tile adhesive and pointed in white cement (PC Sum of US\$15.00/m2 for supply of tiles ONLY. Bidder's rate to be for supply, delivery, storage and fixing)				
F	Walls	m2	92		
G	Ditto, in narrow widths	m2	5		
Н	Vaal or equivalent approved soap dish	No.	2		
J	Vaal or approved tissue roll holder	No.	7		
	BILL NO. 7: PLASTERING AND WALL LININGS				
	CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.8 : PAVINGS AND FLOOR COVERINGS				
	(For Preambles, please see General Specif	 icatio	 on) '		
	SCREEDS				
	Cement and sand screeds (1:4) composed of one part cement and four parts sand finished to a true and even smooth surface				
Α	40mm (nominal)screed to receive porcelain floor tiles	m2	355		
	PORCELAIN FLOOR TILES				
	600 x 600 x 10mm matt double loaded porcelain tiles with non-slip surface or similar approved, colour from standard Manufacturer's colour range on adhesive to manufacturer's recommendation and 3mm wide grout joints (PC Sum of US\$30/m2 for supply of tiles ONLY. Bidder's rate to be for supply, delivery, storage and fixing)				
В	Paving to floors	m2	355		
С	Extra for 100mm high skirting	m	157		
	BILL NO. 8: PAVINGS AND FLOOR COVERINGS				
	CARRIED TO SUMMARY				
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.9 : SHEETMETALWORK, PLUMBING AND	ASSOCI	ATED SERV	ICES	
	SHEETMETALWORK				
	0.58 mm Chromadeck				
Α	Valley cutter	m	6		
	RAINWATER DISPOSAL				
	0.6 mm Chromadek sheeting in: -				
В	150mm K-Style eaves gutter and fixing to falls including steel holderbats	m	110		
С	Extra over for stop ends	No.	6		
D	Ditto, gutter outlets	No.	5		
Е	Rainwater downpipe including fixing and holderbats	m	15		
F	Extra for shoe	No.	5		
G	Ditto, eaves offset	No.	5		
	SANITARY FITTINGS				
	No sanitary fittings are to be ordered until the type and manufacture have been approved by the Architect				
Н	"Vaal Potteries" white vitreous china semi-rectangular "daisy" wash hand basin size 510 x 405 mm complete with floor-mounted pedestal, cobra pillar taps No. 2141/2" with chromium plated carina style handles	No.	4		
J	"Vaal Potteries" white vitreous china close coupled WC pan with white plastic hinged seat and flat, 9 litre white vitreous china flushing cistern with chromium plated operating handle, ball valve, and assemble and fix in position complete		4		
K	"Vaal Potteries" or similar approved white vitreous china urinal complete with chromium plated bottle trap, assemble and fix in position		7		
	Total Carried to Collection Page	No.	2		
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	SANITARY PLUMBING		
	"ProPlastics" or equal approved rigid P.V.C piping with solvent cement joints and fittings as described		
Α	50mm diameter pipe fixed to walls	m	5
В	50mm diameter pipe in screeds	m	18
С	110mm surface pipe	m	10
D	110mm underground pipe	m	55
	EXTRAS ON PVC PIPING		
E	50mm bend	No.	7
F	50mm inspection bend	No.	5
G	110mm bend	No.	5
Н	110mm inspection bend	No.	2
J	110mm junction	No.	10
K	110mm double junction	No.	4
L	110mm straight pan connector	No.	7
M	110mm rodding eye	No.	3
	TRAPS		
N	32- 40 mm Diameter "Flexitrap" or equal "P" trap and joint to fitting and PVC pipework	No.	4
Р	   110mm Gulley "P" trap and cover	No.	3
	WATER INSTALLATION		
	Copper pipework		
Q	15mm pipe fixed to walls	m	10
R	15mm pipe in walls including chase	m	25
S	15mm pipe in ceiling	m	12
Т	20mm pipe fixed to walls	m	5
٧	20mm pipe in walls including chase	m	5
W	20mm pipe in ceiling	m	8
	Total Carried to Collection Page		

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	GEYSERS				
Α	200 Litre low pressure solar water heater complete with fittings	No.	1		
В	Allow for geyser installation including all plumbing associated with the geyser	Item	1		
	BUILDERS WORKS IN CONNECTION WITH PLUMBING				
С	Chase brickwork for small pipe and flush up in (1:3) cement mortar	m	20		
	Hole for small pipe including making good through				
D	Half brick wall		4		
E	One brick wall		2		
	GENERALLY				
F	At completion, examine roofs, gutters, downpipes, etc. and leave sound and watertight	Item	1		
G	Allow for testing the whole of the water services and all sanitary plumbing to the satisfaction of the Local Authorities and the Architect		1		
	Total Carried Collection Page				
	COLLECTION Page 11				
	Page 12				
	Page 13				
	BILL NO. 9: SHEETMETALWORK, PLUMBING AND ASSOCIATED SERVICES (PROVISIONAL				
	CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.10 : GLAZING				
	(For Preambles, please see General Specif	 icatio <sub> </sub>	 n) I		
	4mm clear glass to steel door fanlights size 831 x 400mm high fixed with beading	No .	2		
В	1730 x 600 x 6mm Thick Mirror polished on all edges and fixed to tiled walls with chromium plated mirror screws	No.	2		
	BILL NO. 10: GLAZING  CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO.11 : PAINTING				
	ON PLASTER, ETC				
	Clean down, prepare and paint three coats external quality PVA emulsion paint externally on				
Α	Fine woodenfloat plastered walls	m2	296		
В	Ditto, in narrow widths	m2	12		
	Clean down, prepare and paint three coats external quality PVA emulsion paint internally on				
С	Steelfloat plastered walls	m2	403		
D	Ditto, in narrow widths	m2	12		
	Clean down, prepare and apply two coats ceiling while PVA paint on				
E	Steelfloat plastered "Rhinoboard) ceilings	m2	355		
	ON METAL				
	Clean down, patch manufacturer's priming coat and apply one coat undercoat and two finishing coats high gloss on				
F	Door frames	m2	6		
	ON WOOD				
	Clean down, prime, stop and apply one coat undercoat and two coats high glossenamel paint on				
G	General surfaces of doors	m2	15		
Н	General surfaces of roof timbers	m2	25		
	LEAVE CLEAN				
J	Allow for touching all work, clean off paint, oil, cement, stains or marks and leave all surfaces in full and proper working order.				
	BILL NO. 11: PAINTING				
	CARRIED TO SUMMARY	I			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 12: PRIME AND PROVISIONAL SUMS				
	MATERIAL AND COMPACTION TESTS				
Α	Provide the amount of US\$ 2 000.00 (Two thousand dollars) for material and compaction tests executed complete.	Item		2.000,00	2.000,00
В	Profit on above item.	Item			
С	Attendance on ditto.	Item			
	TEST CUBES				
D	Provide the amount of US\$ 1 000.00 One thousand dollars) for test cubes executed complete	Item		1.000,00	1.000,00
Е	Profit on above item.	Item			
F	Attendance on ditto.	Item			
	KITCHEN FITTINGS				
G	Provide the amount of US\$9 000.00 (Nine thousand dollars) for kitchen fittings supplied, fixed and decorated complete.	Item		9.000,00	9.000,00
Н	Profit on the above item.	Item			
J	Attendance on ditto.	Item			
	RECEPTION DESK.				
K	Provide a sum of US\$ 5 000.00 (Five thousand dollars) for reception desk supplied, fixed and decorated complete.	Item		5.000,00	5.000,00
L	Profit on the above item.	Item			
M	Attendance on ditto.	Item			
	ELECTRICAL INSTALLATION				
N	Provide the amount of US\$50 000.00 (Fifty thousand dollars) for Electrical Installation including Solar backup.	Item		50.000,00	50.000,00
Р	Profit on above item.	Item			
Q	Attendance on ditto.	Item			
	Total Carried Collection Page				

	AIR CONDITIONING INSTALLATION			
Α	Allow the sum of US\$40 000.00 (Forty thousand dollars) for Air Conditioning Installation.	Item	40.000	40.000
В	Profit on above item.	Item		
С	Attendance on ditto.	Item		
	GUARDROOM			
D	Provide the amount of US\$15 000 (Fifteen thousand dollars) for guard room construction	Item	15.000	15.000
E	Profit on above item	Item		
F	Attendance.	Item		
	SEWER & WATER RETICULATION			
D	Provide the amount of US\$20 000 (Twenty thousand dollars) for sewer diversion and water reticulation	Item	20.000,00	20.000,00
Е	Profit on above item	Item		
F	Attendance.	Item		
	PAVING AND CAR PORTS			
G	Provide the amount of US\$30 000 (Thirty thousand dollars) for driveway, paving and car ports constructions	Item	30.000	30.000
Н	Profit on above item	Item		
J	Attendance.	Item		
	Total Carried Collection Page			_
	COLLECTION Page 16			
	Page 17			
	BILL NO. 12: PRIME AND PROVISIONAL SUMS			
	CARRIED TO SUMMARY			
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# THE PROPOSED CHIREDZI DT OFFICE

# FOR ZIMBABWE REVENUE AUTHORITY

# SUMMARY SHEET

<u>Description</u>	<u>Page</u>	<u>Amount</u>
BILL NO.1 : CONCRETE, FORMWORK & REINFORCEMENT	1	
BILL NO.2 : BRICKWORK	3	
BILL NO.3: ROOF COVERINGS	4	
BILL NO.4: CARPENTRY	5	
BILL NO.5 : JOINERY AND IRONMONGERY	7	
BILL NO.6: METALWORK	8	
BILL NO. 7: PLASTERING AND WALL LININGS	9	
BILL NO. 8: PAVINGS AND FLOOR COVERINGS	10	
BILL NO.9 : SHEETMETALWORK, PLUMBING AND ASSOC	13	
BILL NO. 10: GLAZING	14	
BILL NO. 11: PAINTING	15	
BILL NO. 12: PRIME AND PROVISIONAL SUMS	17	
TOTAL CARRIED TO FINAL SUMMARY		

### THE PROPOSED CHIREDZI DT OFFICE

### FOR THE ZIMBABWE REVENUE AUTHORITY

### FINAL SUMMARY

	ITEM	PAGE #	AMOUNT
A	PRELIMINARIES & GENERAL		
В	MEASURED WORKS	BILL SUMMARY	
	NET TENDER SUM		
	ADD 15% V.A.T		
	SUB-TOTAL		
	ADD 10% CONTIGENCIES		
	TOTAL CARRIED TO FORM OF TENDER	US\$	

SIGNED:	 DATE:	
BIDDER NAME:		

