

Road Authority Name: Ministry of Transport and Infrastructural Development.



GOVERNMENT OF ZIMBABWE

MINISTRY OF TRANSPORT AND INFRASTRUCTURAL DEVELOPMENT

EMERGENCY ROADS REHABILITATION PROGRAM 2 (ERRP2)

INVITATION TO BID: OUTPUT AND PERFORMANCE BASED CONTRACT

TENDER NO: MOTID / ERRP2/ 20 OF 2021 (LOT V- Z)

(Khami Road, Old Khami Road, 12TH Avenue, Matopos, Fife street overlay)

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(attached).

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DEFINITIONS

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

"Employer" means the person named as such in the General Conditions and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.

"Contractor" means the person whose tender has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of Employer) any assignee of such person.

"Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.

"Engineer" means the person appointed by the Employer to act as Engineer for the purposes of the Contract and named as such in Part II of these Conditions.

"Engineer's Representative" means a person appointed from time to time by the Engineer under Clause 1.1(d).

"Contract" means these Conditions, the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

"Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made or submitted by the Contractor and approved by the Engineer.

"Drawings" means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.

"Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender

"Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

"Letter of Acceptance" means the formal acceptance by the Employer of the Tender.

"Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.

"Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.

"Commencement Date" means the date upon which the Contractor receives the notice to commence issued by the Engineer pursuant to Clause 41.

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"Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 44) calculated from the Commencement Date.

"Tests on Completion" means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the Employer.

"Taking-Over Certificate" means a certificate issued pursuant to Clause 48.

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.

"Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 62.3.

"Interim Payment Certificate" means any certificate of payment issued by the Engineer other than the Final Payment Certificate.

"Final Payment Certificate" means the certificate of payment issued by the Engineer pursuant to Sub-Clause 64.1.

"Works" means the Permanent Works and the Temporary Works or either of them as appropriate.

"Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.

"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

"Plant" means machinery, apparatus and the like intended to form or forming part of the Permanent Works.

"Contractor's Equipment" means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.

"Section" means a part of the Works specifically identified in the Contract as a Section.

"Site" means the places provided by the Employer where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.

"Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.

"Day" means calendar day.

"Foreign currency" means a currency of a country other than that in which the Works are to be located.

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"Writing" means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

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INSTRUCTIONS TO BIDDERS

2.1 Type of Contract

This contract is a Lump Sum or Fixed Sum contract, inclusive of all taxes and statutory obligations, and the price shall not be varied except as provided for in item 2.5 below.

2.2 Advance Payment

An agreed advance payment may be made to enable the Contractor to mobilise for commencement of the works, provided an acceptable bank guarantee is provided by the Contractor. It must not be more than 15% of the contract sum. The advance payment will be fully recovered in the first Interim Payment Certificates (IPCs).

2.3 Payments to the Contractor

The claim of the works shall be in **US\$** and converted to **\$ZWL** at the prevailing RBZ auction mid-rate at the date of invoicing. The Contractor shall be paid two (2) interim payment certificates (IPCs) including the advance payment, which would be based on the proportion of completed and approved work.

2.4 Retention of Payment

The Employer shall retain part of the contract price as specified.

2.5 Variation in Price

There shall be no variation in contract price except:

- a) Where a specific item of the works has been specifically stated as being a measured item,
- b) Where a variation work is required by the Employer, and
- c) Where changes in statutory requirements lead to changes in the cost of the contract.

The Contractor may propose variations to the Employer, which the Employer may or may not accept.

2.6 Provision of Insurance

The Contractor shall provide insurance as required.

2.7 Performance Bond

The Contractor shall have a performance bond as required, covering the stipulated maintenance period.

2.8 Safety Health and Environment

The Contractor shall meet the SHE requirements in accordance with the specifications and industry practice.

2.9 Quality Assurance

The Contractor shall have an approved quality assurance scheme.

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2.10 Inspection and Testing

The Employer and his personnel shall have access to the works site at all times for the purpose of inspecting and testing the works.

2.11 Site Visit:

A compulsory site visit shall be held as follows:

LOT NO.	LOT DESCRIPTION	DATE & TIME	VENUE
v	KHAMI Rd	14 th of July 2021 at 0900hrs	Ministry of Transport and Infrastructural Development, CMU Building Khami road
w	Old KHAMI Rd	14 th of July 2021 at 1100hrs	Ministry of Transport and Infrastructural Development, CMU Building Khami road
x	12 th AVENUE	13 July 2021 at 0900hrs	Ministry of Transport and Infrastructural Development, CMU Building Khami road
y	MATOPOS	13 July 2021 at 1200hrs	Ministry of Transport and Infrastructural Development, CMU Building Khami road
Z	FIFE STREET OVERLAY PROJECT	13 July 2021 at 1400hrs	Ministry of Transport and Infrastructural Development, CMU Building Khami road

Bidders may visit the site for the proposed works on their own to come up with a firm bid price.

2.12 Sources of Gravel

The schedule of gravel pits shall be attached to the site visit minutes

2.13 Alternative Method Statement

Bidders may propose an alternative method statement for implementing the project, which the Employer may or may not accept. Such alternative must be priced separately, in addition to a price for the Employer's method.

2.14 Contractor to Provide Resources

The Contractor shall provide all the resources, including materials and equipment, required to execute the contract.

2.15 Disputes

Any disputes shall be settled through mediation initially, and if unresolved after 30 days shall be settled through arbitration as provided for in the law.

2.16 Language

The language of this contract shall be English

2.17 Applicable law

The applicable law in this contract shall be the law of the Republic of Zimbabwe.

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2.18 Lot Limitation

- A bidder is permitted to bid all lots but can only be awarded a maximum of one (1) lot. The Client reserves the right to allocate lots.
- Bidders who have failed to complete works awarded to them by the Ministry of Transport within stipulated time and are exhibiting signs of supervening impossibility of performance are excluded to participate in this tender.

2.19 Sub-Contracting

This is a domestic tender, no sub-subcontracting is permitted unless authorized by the Employer.

2.20 Scope Limitation

The Client reserves the right to limit the scope as they see fit in order to achieve earlier completion or for any other reason.

2.21 Programme of Work

The Bidder shall submit a programme of works for the project, matching with the project completion period stipulated in the Appendix to the Form of Tender, and indicating clearly the mobilisation period.

2.22 Tax Clearance

A valid tax clearance certificate issued by the relevant authority will be required and should be submitted with the bid. **Failure to do so will lead to automatic disqualification.**

2.23 Directors and Shareholders

Bidders shall provide a list of directors and shareholders of their companies, accompanied by the relevant certified documentation such as CR14 forms and the section of the Memorandum and Articles of Association with the relevant information and/or updated shareholders' schedule.

2.24 Submission of Tenders

All bids must be enclosed in sealed envelopes / boxes/ plastics endorsed on the outside with the advertised TENDER NUMBER and the description, and must be posted in time to be received by, or delivered by hand to the **PMU Department, P.O. Box CY 595, Causeway, 14TH Floor, Office Number 42, Kaguvi Building, Simon Muzenda Street / Ahmed Ben Bella Avenue, Harare, before 12.00 hours on 20 July 2021**

Bidder shall seal the ORIGINAL and THREE (3) copies of the bid in an inner and outer envelope, duly marking the envelopes as "ORIGINAL" and "COPY".

2.25 Acceptance of Tender

The Employer is not obliged to accept any bid, and may accept the lowest priced bid that meets the Employer's requirements.

2.26 Currency of Bid

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The Bid shall be submitted in **United States Dollars** currency payable in ZWL\$ using the prevailing auction rate from RBZ on the date of invoicing.

2.27 Bid Bond OR Bid Security.

Tender must be accompanied by a valid Bid Bond or Bid Security of **ZW\$50,000.00** that shall be valid for a period of 90days after tender closing date plus an additional 30 days in line with section 26 of the Procurement Regulations (Statutory Instrument 5 of 2018) as amended.

Option 1: A Bank Guarantee in the Department of Roads' name.

Option 2: A certified Bank Cheque in the Department of Roads' name

Option 3: A Cash Deposit to the Procurement Regulatory Authority of Zimbabwe (PRAZ).

If option 3 is chosen, the bidder shall pay an additional **\$ZWL16, 000.00** that shall be non-refundable for cash bid bond establishment fee in line with Part IV of the Procurement Regulations (SI5 of 2018) as amended.

2.28 Contract Administration Fees.

Bidders must confirm that they will pay **Contract Administration fees** to PRAZ upon winning the tender in line with PART V of the Procurement Regulations (S.I. 5 of 2018).

Failure to comply with the above will lead to automatic disqualification

2.29 Queries.

If the bidder finds any obvious errors, doubtful or ambiguous descriptions or indistinct figures, he/she must inform the A/Director – Procurement Management Unit (PMU) and have the same rectified. No liability whatsoever will be entertained by the A/Director – PMU in respect of errors due to the foregoing. The deadline for submission of queries is three (3) days before the closing date of the tender.

2.30 Prevention of Corruption

The Department of Roads reserves the right to cancel this Contract and to recover from the Contractor the amount of any loss resulting from such cancellation.

- a) If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract, or any other Contract with the Ministry of Transport, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Ministry of Transport;
- b) If the like acts shall have been done by any person employed by such Contractor or acting on his/her behalf (whether with or without the knowledge of the Contractor);

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c) If in relation to any contract with the Department of Roads the Contractor or any person employed by him or on his/her behalf shall have committed any offence under the Prevention of Corruption Act.

3. EVALUATION CRITERIA

3.1 Mandatory Requirements

The bidder shall meet all the following mandatory requirements, failing which they shall be **automatically disqualified**:

- i. Attendance of site visit, where it is compulsory.
- ii. Undertaking for Provision of Insurance and Performance (**Annex 7&6**).
- iii. Tax clearance certificate
- iv. Certificate of Registration with either CIFOZ/Local Government or ZBCA (**Category A , B and C**)
- v. CR14.
- vi. Submission of programme of works for each Lot.
- vii. Bidders must confirm that they will pay Contract Administration fees to PRAZ upon winning the tender in line with PART V of the Procurement Regulations (S.I. 5 of 2018).
- viii. Bidders must submit, together with their bids, proof of payment of SPOC Administration fees where the threshold requires payment of SPOC.
- ix. Tender must be accompanied by a valid Bid Bond or Bid Security.
- x. Bids shall remain valid for a period of 90 days from the closing date of submission of bids with an option of 30 days extension.

3.2 Technical Requirements

The bid shall be evaluated for the following:

- i. Submission of method statement
- ii. Availability and adequacy of proposed staff: attach CVs of key personnel
- iii. Availability of required equipment resources: Attach proof of ownership and or hired of key equipment
- iv. Ability to carry out the project: attach relevant previous experience

4. TENDER AWARD

The tender maybe awarded to the bidder with the lowest evaluated tender to specifications. The employer reserves the right to reject all bids.

The award will take into account: -

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- i. Mandatory Administrative requirements.
- ii. Technical Requirements.
- iii. Price.

NB: A bidder who fails at a certain stage will not proceed to the next stage.

5. CONDITIONS OF CONTRACT

5.1 General Conditions of Contract

5.2 The contract is in accordance with the ZGCC4 General Conditions of Contract

6. SPECIFICATIONS

6.1 Standard Specifications

The specifications that will apply to this contract are the DOR and SADC specifications.

6.2 Particular Specifications

DOR Manual Part L: Maintenance

DOR Manual Part F: Construction

DOR Manual Part P: Materials Specifications

DOR Manual Part H: Construction Contracts

DOR Manual Part N: Materials Testing

DOR Manual Part D: Survey

DOR Manual Part G: Costing

Zimbabwe General Conditions of Contracts [ZGCC 4]

SHEQ Guidelines and Policy

Government of Zimbabwe Laws

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7. SCOPE STATEMENT

See annexure 15

ANNEX 3: FORM OF TENDER

RE: MAINTENANCE WORKS

LOT NUMBER.....

To:

Sir;

1. Having examined the General Conditions of Contract for Works of Civil Engineering Construction (1984) (ZGCC4), the Specifications for the execution of the above-named works, in conformity with the said Conditions of Contract, Specification and Schedule of Output and Performance for the sum of

US\$.....

(In-Words)

.....

.....

Or such other sum as may be ascertained in accordance with the said Conditions.

2. We undertake to complete and deliver the whole of the Works in the Contract within the time stated in and in accordance with the provisions of the Appendix hereto.

3. If our bid is accepted

Messrs.....

have agreed to provide a 'Performance or Guarantee' in the form annexed hereto whereby they will be jointly and severally bound with us in a sum equal to ten per centum of the above named sum for the due performance of the Contract. In addition, if our bid is accepted we will within 14 days of acceptance by you of our bid, comply with all the provisions of the Conditions of Contract relating to insurances.

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4. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. Provided that should the Performance Bond or Guarantee mentioned above have not been obtained by us or should all the provisions of the Conditions of Contract relating to Insurances not have been complied with by us within 14 days of the date of the acceptance by you of this bid, then you should have the right to cancel the Contract. On your so cancelling the Contract, the Contract shall become entirely null and void.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

We are Sir,

Yours faithfully,

Signature:

.....

Name:

.....

Address:

.....

.....

.....

Date:

.....

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ANNEX 3: FORM OF TENDER

RE: MAINTENANCE WORKS

LOT NUMBER

To:

Sir;

1. Having examined the General Conditions of Contract for Works of Civil Engineering Construction (1984) (ZGCC4), the Specifications for the execution of the above-named works, in conformity with the said Conditions of Contract, Specification and Schedule of Output and Performance for the sum of

US\$.....

(In-Words)

.....
.....

Or such other sum as may be ascertained in accordance with the said Conditions.

2. We undertake to complete and deliver the whole of the Works in the Contract within the time stated in and in accordance with the provisions of the Appendix hereto.
3. If our bid is accepted

Messrs.....

have agreed to provide a 'Performance or Guarantee' in the form annexed hereto whereby they will be jointly and severally bound with us in a sum equal to ten per centum of the above named sum for the due performance of the Contract. In addition, if our bid is accepted we will within 14 days of acceptance by you of our bid, comply with all the provisions of the Conditions of Contract relating to insurances.

4. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. Provided that should the Performance Bond or Guarantee mentioned above have not been obtained by us or should all the provisions of the Conditions of Contract relating to Insurances not have been complied with by us within 14 days of the date of the

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acceptance by you of this bid, then you should have the right to cancel the Contract. On your so cancelling the Contract, the Contract shall become entirely null and void.

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

We are Sir,

Yours faithfully,

Signature:

.....

Name:

Address:

.....

.....

Date:

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ANNEX 4: PROPOSED KEY STAFF

Please provide the following personnel statistics.⁷

SECTOR & JOB TITLE	NAME(s) & NATIONALITY	AGE	YEARS OF EXPERIENCE	EDUCATION	PRESENT POSITION	PROPOSED DESIGNATION	RELEVANT EXPERIENCE
Permanent Staff⁸							
General Management							
Administration							
Technical Management							
Site Supervision							
Others⁹							

NOTE: 1. A summary of the work experience of each key Staff member shall be attached
2. Similar data is required for the consulting engineers

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ANNEX 5: EXPERIENCE RECORD

Please complete a table below to summarize the major relevant projects related to this contract carried out by the legal entity making this application.¹⁰

Name Of Contract	Value (Usd\$)¹¹	Name Of Client	Name Of Consultant/Engineer In Charge Of Supervision	Value* Of Works Still To Be Completed	Schedules Completion Date
TOTAL VALUES					

*Value in US dollar using exchange rate prevailing 28 days before original due date

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ANNEX 6: CONSTRUCTION PLANT

The Contractor shall state below what Construction Plant will be provided for work on the Contract and shall indicate under the appropriate heading whether such Construction Plant belongs to the Contractor or whether it will be hired under an agreement for hire or whether it will be held under an agreement for hire purchase.

Contractor shall submit proof of ownership (in the form of Ownership certificate, hire purchase agreements, hire agreements, lease agreements etc). The following is the minimum list of plant inventory required for the execution of the contract:

ITEM	PLANT DESCRIPTION	CAPACITY	QUANTITY	REMARKS
1.	Iron Roller/ Pneumatic roller	16 tonne	1	Owned
2.	Motorized grader	140G	3	Owned
3.	Water Bowsers	15m3	2	
4.				
5.				
6.				
7.				
8.				
9.				

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ANNEX 7: UNDERTAKING FOR PROVISION OF PERFORMANCE BOND OR GUARANTEE

THIS IS TO CERTIFY THAT I/WE

.....

of.....

.....

shall, if this Tender is accepted, provide a Performance Bond or Guarantee in favour of

Messrs.....

of.....in the form annexed to the General Conditions of Contract.

SIGNED.....

(SURETY & STAMP)

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ANNEX 8: UNDERTAKING FOR PROVISION OF INSURANCE

THIS IS TO CERTIFY THAT if this Bid is accepted the under-mentioned shall provide

Messrs.....

of.....

.....and the Department of Roads where applicable, with the insurances required under Clause 21 to 25 inclusive, of the General Conditions of Contract (ZGCC4).

1. Insurance of Works, etc.

2. Damage to Persons Property

3. Third Party Insurance

4. Accident or Injury to Workmen

(INSURER)

NOTE: If completed by either an insurer or registered insurance broker, the undertaking will be acceptable.

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ANNEX 9: CERTIFICATE OF SITE VISIT

THIS IS TO CERTIFY THAT I

.....

(Name of Representative)

of

.....

(Name of Company)

in the presence of the Department of Roads' Engineer, Mr.....visited the site of the project

I carefully examined the site, with its proposed materials and water location and have previously studied the Contract documents.

I have made myself familiar with all local conditions likely to influence the work and cost thereof.

I FURTHER CERTIFY that I am satisfied with the description of the work and the explanations given by the said Engineer and what I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

Signed.....

(Contractor)

WITNESS.....

Signed.....

(Engineer)

Date:.....

NOTE: Subsequent to this Site visit, and until the specified closing date for receipt of tenders, contractors are advised that all communications concerning this tender must be directed to The Provincial Road Engineer.

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ANNEX 10: FORM OF CONTRACT AGREEMENT

CONTRACT NUMBER:

CONTRACT

A CONTRACT MADE THIS..... day of.....2021

at.....

BETWEEN

The Government of Zimbabwe represented by the Minister of Transport and Infrastructural Development and having its principal address of business at Kaguvi Building Corner Simon Vengai Muzenda Street and Ahmed Ben Bella Avenue, Harare (hereinafter called the "Client") of the one part:

AND

.....

ofa company incorporated under the laws of Zimbabwe and having its principal address of business at, Harare (hereinafter called "the Contractor") of the other part.

WHEREAS the Client is desirous that certain Works should be constructed, viz:

..... **ROAD MAINTENANCE WORKS**

For the Sum of **USD**.....

(in Words.....).

NOW IT IS HEREBY AGREED as follows:

- 1. In this Contract words and expressions shall, unless the context otherwise requires, have the same meaning as are respectively assigned to them in the General Conditions of Contract (ZGCC4) hereinafter referred to.

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2. The following documents shall be deemed to form, be read and construed as part of this agreement, viz:

- a) The said Bid (Tender)
- b) Offer and Acceptance letter
- c) Power of Attorney
- d) The Drawings if available
- e) General Conditions of Contract for Works of Civil Engineering Construction (ZGCC4) 1984
- f) SATTC Standards (Road Markings and Road Signs).
- g) The Department of Roads Standard Specifications (General and Special)
- h) The Priced Bill Of Approximate Quantities Or Output And Performance Schedule.
- i) The Certificate of Visit to Site if compulsory.
- j) Any covering letters or orders in writing subsequently supplied to the Contractor and signed by or on behalf of the Provincial Roads Engineer.
- k) Minutes of the Site Hand-over conducted.

3. CONTRACT PERIOD

The parties have agreed that the contract period shall beweeks inclusive of mobilisation period of..... week. Each Week shall consist of calendar working days plus week-ends and shall exclude Public Holidays and annual shutdown.

4. CONTRACT COMMENCEMENT

The Works are scheduled to commence on the..... 2021.

5. COMPLETION OF CONTRACT

Construction of the Works shall commence on the.....2021 and the Works/Contract shall be completed on or before the 2021.

6. PERFORMANCE BOND

The successful Bidder shall furnish to the Ministry of Transport a security in the form of a bank guarantee of contract in an amount equal to ten percent (10%) of the accepted bid sum within fourteen (14) days of notification of the acceptance of the bid. The performance bond (Ministry

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Format) shall be in the form of a certified cheque, bank draft, bank guarantee in original or irrevocable Letter of Credit in **USD\$** and shall be payable to Ministry of Transport and Infrastructural Development of the Government of the Republic of Zimbabwe. The performance bond shall be from a registered commercial bank and **not from an Insurance company**. **The performance bond shall be released upon final completion of the contract including the period of maintenance.**

7. LIQUIDATED DAMAGES

If the Contractor should fail to complete the whole works on or before, 2021 or any extension granted under clause 43 of the ZGCC4, the Contractor shall pay to the Client 0.02% of the final Contract price per day. Deduction shall cease when 10% of the Final Contract Price has been reached.

8. CONTRACT PRICE ADJUSTMENT

There shall be no variation in contract price except:

- a) Where a specific item of the works has been specifically stated as being a measured item,
- b) Where a variation work is required by the Employer, and
- c) Where changes in statutory requirements lead to changes in the cost of the contract.

9. RETENTION MONEY

Ten (10) percent shall be deducted from each Interim Payment Certificate and Deduction shall cease when 5% of the accepted Contract Price has been reached.

Fifty (50) percent of the Retention Money shall be released at hand-over of the Road and the remnant 50% shall be released after the Defect Liability Period subject to the issuance of a Completion Certificate by the Project Engineer to the Contractor.

10. PROJECT ENGINEER

The **Provincial Road Engineer** shall be the **Project Engineer** whose function shall be inter alia **Supervision and Administration of the Contract**.

11. CLIENT

The Department of Roads in the Ministry of Transport and Infrastructural Development shall be the Client and the A/Director –Roads Operations in the Department of Roads shall act as the Client's Representative.

12. CLIENT'S ADDRESS

The Client's physical address is 16th Floor, Kaguvi Building, Simon Vengai Muzenda Street/ Ahmed Ben Bella Avenue, Harare, Zimbabwe.

Road Authority Name: Ministry of Transport and Infrastructural Development.

13. PAYMENT

- i) Payment of Interim Payment Certificates and Interest on delay payment to the Contractor shall be made as per ZGCC4 Clause 62.
- ii) In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned the Contractor hereby agrees with the Client to construct, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
- iii) The Client hereby agrees to pay the Contractor in consideration of the construction, completion and maintenance of the Works in conformity in all respects with the provisions of the Contract and the revised Contract Price at the times and in the manner prescribed by the Contract.

14. NOTICES

Any Notices given to the Client or to the Contractor shall be written and served by sending the same through registered post or by hand at the Client's/Contractor's given address.

15. VARIATION OF WORKS

There shall be no variation of works.

16. CONTRACT DETERMINATION

Should the Contractor fail to perform his obligations in accordance to the Contract the Employer shall terminate the contract as per ZGCC4 Clause 65. Given that the Client fails to carry out their obligation, the Contractor shall terminate the contract as per ZGCC4 Clause 66.

IN WITNESS whereof the parties thereto have hereunto set their hands

aton the day and year first above written.

FOR THE CLIENT

Road Authority Name: Ministry of Transport and Infrastructural Development.

SIGNED by the said:..... **Designation:**

(for and on behalf of the Client)

..... **Date**.....

(Name in Capitals)

In the presence of Witness:

SIGNED

(Witness) (Name in Capitals)

FOR THE CONTRACTOR

SIGNED by the said:..... **Designation:**

(for and on behalf of the Contractor)

..... **Date :**.....

(Name in Capitals)

In the presence of Witness :

SIGNED

(Witness)

(Name in Capitals)

NOTE: *Where either party is a Company, either the authority for the person signing on behalf of the organisation should be annexed to this agreement, or the seal of the Company should be impressed on the agreement in place of the signature and witnessed by the proper officers of the Company in terms of the Articles of the Company.*

Road Authority Name: Ministry of Transport and Infrastructural Development.

ANNEX 11: FORM OF PERFORMANCE BOND OR GUARANTEE

1) PERFORMANCE BOND

WHEREAS the Department of Roads in the Ministry of Transport and Infrastructural Development (hereinafter called the "Client") has awarded the Contract for

.....

(hereinafter called the Contract) to :

.....

.(hereinafter called the Contractor)

AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department of Roads a Bond in an amount equal to 10% of the Accepted Bid Sum for the due and full performance of the Contract named above;

NOW WE

:.....

do hereby bind ourselves as sureties in solidum and co-principal debtors for the due and full performance of the Contract by the Contractor named therein, and for all losses, damages and expenses that may be suffered or incurred by the Client as a result of non-performance of the Contract by the Contractor provided however that our liabilities as sureties shall be limited to the sum of

US\$.....

.....(amount in words), renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis "No value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee shall lapse thirty days after the issue of the Final Certificate for the whole of the Works in terms of the Contract, unless the Sureties are advised in writing by the Employer before expiration of the said thirty days of his intention to instigate claims and particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

FOR AND ON BEHALF OF THE SURETIES

At on this.....day of..... 2021

Signed:

(Name)

ADDRESS.....

.....

.....

Road Authority Name: Ministry of Transport and Infrastructural Development.

AS WITNESSES..... Date

ANNEX 12: FORM OF CERTIFICATE OF INSURANCE COVER

THIS IS TO CERTIFY THAT the under-mentioned insurance cover is held by

Messrs.....

of.....

in terms of the General Conditions of Contract (ZGCC4) and that the Policies cover the full duration of the Contract, together with any extensions thereof, subject to the premiums being paid, and for the Period of Maintenance where required.

INSURANCE OF WORKS ETC. (CLAUSE 21)

.....

DAMAGE TO PERSONS AND PROPERTY (CLAUSE 22)

.....

THIRD PARTY INSURANCE (CLAUSE 23)

.....

ACCIDENT OR INJURY TO WORKMEN NOT COVERED BY THE WORKMEN'S COMPENSATION ACT

.....

Date :

Signed:

(Insurer/Insurance Broker& Stamp)

Address.....

.....

Road Authority Name: Ministry of Transport and Infrastructural Development.

ANNEX 13: FORM OF BANK GUARANTEE FOR ADVANCE MOBILISATION LOAN

MINISTRY OF TRANSPORT AND INFRASTRUCTURAL DEVELOPMENT:

DEPARTMENT OF ROADS

P.O. Box 3146, CMU Building

Khami Road, Bulawayo

TENDER NUMBER: LOT NO.

Gentlemen;

In accordance with the Provision of the Conditions of Contract Section V11, Clause 7 "Advance Mobilisation Loan Security",

Messrs.....

(hereinafter called the Contractor)

has to deposit with the Department of Roads an Advance Mobilisation Loan Security to guarantee his proper and faithful performance on the Contract in the amount of: **US\$**.....

(in words):-.....

.....

We, the (Bank or Financial Institution) as instructed by the Contractor, agree unconditionally to irrecoverably guarantee as primary obligator and not as surety merely, the payment to the Department of Roads of Zimbabwe on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding.....

(in words).....

in the event of obligations expressed in the above-mentioned contract having not been fulfilled by the Contractor giving the right of claim to the Department of Roads for recovery of the advance payment from the Contractor under the Contract.

Insert the amount of Bank Guarantee which should equal the amount of advance payment specified in the Conditions of Contract.

NOTE: Bidders are NOT required to fill in this form. This form shall only be completed by the successful Bidder. We further agree that any change or addition to or other modification

Road Authority Name: Ministry of Transport and Infrastructural Development.

of terms of contract of Works to be performed there-under or of the Specification or of other Contract Document which may be made between the Department of Roads and the Contractor shall not in any way release us from any liability under this guarantee, and we shall thereby waive notice of any such change, addition or modification.

This Advance Mobilisation Loan Security shall be valid and in full effect from the date of the advance payment under this Contract until the Department of Roads receives full refund of the same amount by making deductions from interim payments to the Contractor.

Yours truly,

The.....

(Bank or Financial Institution)

DATE.....

Note: Bidders are NOT required to fill in this form. This form shall only be completed by the successful Bidder when applying for an Advance Mobilisation Loan.

Road Authority Name: Ministry of Transport and Infrastructural Development.

ANNEX 14: FINANCIAL PROPOSAL OR BILL OF QUANTITIES FORMAT (attached).

Financial proposal to be based on the project scope (Annexure 2) using the attached Bill of Quantities format.

Road Authority Name: Ministry of Transport and Infrastructural Development.

Declaration by the Accounting Officer

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

Eng. TK Chinyanga_____

Secretary for Transport and Infrastructural Development.

Road Authority Name: Ministry of Transport and Infrastructural Development.

SCOPE STATEMENTS: LOT V-W

See annexure 15

Matabeleland North province (DoR) intends to carryout road routine maintenance works on local authority roads and will be distributed in Lots as follows:

- 1. Khami road Lot V
- 2. Old Khami road Lot W

The scope of works includes the following pothole patching, crack sealing and edge break repairs, drain clearing, grass cutting, bush clearing, reseals and asphalt overlay. We therefore request from bidders for lump sum bids for these routine maintenance works and to provide the Engineer with a detailed method statement on how you are going to achieve the defined scope of work including the Quality assurance Plan

8. PROGRAMME OF WORKS LOT.....

This shall be in accordance with the Appendix to the Form of Tender (**Annex 1**), indicating clearly the mobilisation period.

ITEM	DESCRIPTION	DURATION (WEEKS)
TOTAL		

Road Authority Name: Ministry of Transport and Infrastructural Development.

ANNEX 1: APPENDIX TO FORM OF TENDER

Item	Clause	Detail
Minimum amount of Third Party Insurance	23(2)	US\$ 10 000.00
Time within Works to be commenced after order	50	Seven (7) days.
Time for Completion	54	Bidders to propose (Maximum is 3 months)
Liquidated damages	58	0.02% of Contract sum per day
Period of Maintenance	60	6 months
Percentage of Retention Money	87	10% of each IPC
Limit of Retention Money	87	5% of Contract Sum
Minimum Amount of Interim	87	US\$100 000.00
Certification by the Engineer		
Time within which payment to be made after certification by the Engineer	89	30 days

SIGNATURE:

ANNEX 2: OUTPUT AND PERFORMANCE SCHEDULE

PROJECT: OLD KHAMI ROAD MAINTENANCE WORKS

LOT W

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
1	(i)	Contractor's General obligation and site establishment	LS	1		Inclusive of all fixed, value-related and time -related obligations
	(ii)	Accommodation of Traffic and maintaining temporal deviations	LS	1		
2	(i)	Provision of Engineer's requirements	PC SUM	1	10000	
	(ii)	Contractor's mark up	%			
3		EXPECTED OUTPUT AND PERFORMANCE				
3.1		Prepare surface pothole by cutting into shapes, clean the potholes, patch to full width with suitable 2% stabilised gravel and compact to minimum LCE and premix patch to DoR specifications	KM	2.5		ch 0+000-1+000 ch 3+500-4+500
3.2		Construct 20mm thick concrete overlay	KM	1		ch 0+000-1+000
3.3		Reseal with pre-coated stone	KM	1.5		Ch 3+500-4+500
3.4		(From Rail line:) Rip, scarify and compact to 91% MOD AASHTO	KM	1.5		Ch2+000-3+500

Road Authority Name: Ministry of Transport and Infrastructural Development.

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
		existing to subgrade. Haul, Dump, spread and compact to 98% MOD AASHTO base1 material, stabilised with 2% cement. Surfaced with chip and spray double seal, 19.0 and 10mm				
3.5		Retro reflective road marking, 4 yellow and 2 white line broken/unbroken	KM	4.5		ch 0+000-4+500
3.6		Road signages	No.	10		Areas to be directed by Engineer
3.7		Premix pothole patching	m2	Rate only		
Sub-Total						
		Contractor's Mark-up				
		Add Contingency (20%)				
		Value Added Tax (14.5%)				
TOTAL PRICE						

ANNEX 2: OUTPUT AND PERFORMANCE SCHEDULE

PROJECT: KHAMI ROAD MAINTENANCE WORKS

LOT V

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
1	(i)	Contractor's General obligation and site establishment	LS	1		Inclusive of all fixed, value-related and time -related obligations
	(ii)	Accommodation of Traffic and maintaining temporal deviations	LS	1		
2	(i)	Provision of Engineer's requirements	PC SUM	1	10000	
	(ii)	Contractor's mark up	%			
3		EXPECTED OUTPUT AND PERFORMANCE				
3.1		Prepare surface pothole by cutting into shapes, clean the potholes, patch to full width with suitable 2% stabilised gravel and compact to minimum LCE and premix patch to DoR specifications	KM	5.0		ch 0+000-5+000 (Inclusive of all laybys and bus stops and National blanket area between Old Khami and Khami Road)
3.2		Construct 20mm thick concrete overlay	KM	1.0		(Inclusive of all sleep lanes)
3.3		Resealing	KM	1.0		(Inclusive of all sleep lanes)

Road Authority Name: Ministry of Transport and Infrastructural Development.

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
3.4		Retro reflective road marking, both yellow and white broken/unbroken	km	5.0		Ch 0+000-5+000
3.5		Premix pothole patching	m2	Rate only		
Sub-Total						
		Contractor's Mark-up				
		Add Contingency (20%)				
		Value Added Tax (14.5%)				
TOTAL PRICE						

SCOPE STATEMENT

Matabeleland North province intends to carryout road routine maintenance works on local authority roads and will be distributed in Lots as follows:

- 1. 12th Avenue Lot X
- 2. Matopos road Lot Y

The scope of works includes the following pothole patching, crack sealing and edge break repairs, drain clearing, grass cutting, bush clearing, reseals and asphalt overlay. We therefore request from bidders for lump sum bids for these routine maintenance works and to provide the Engineer with a detailed method statement on how you are going to achieve the defined scope of work including the Quality assurance Plan

PROGRAMME OF WORKS LOT.....

This shall be in accordance with the Appendix to the Form of Tender (**Annex 1**), indicating clearly the mobilisation period.

ITEM	DESCRIPTION	DURATION (WEEKS)

Road Authority Name: Ministry of Transport and Infrastructural Development.

TOTAL		

ANNEX 1: APPENDIX TO FORM OF TENDER

Item	Clause	Detail
Minimum amount of Third Party Insurance	23(2)	US\$ 10 000.00
Time within Works to be commenced after order	50	Seven (7) days.
Time for Completion	54	Bidders to propose
Liquidated damages	58	0.02% of Contract sum per day
Period of Maintenance	60	6 months
Percentage of Retention Money	87	10% of each IPC
Limit of Retention Money	87	5% of Contract Sum
Minimum Amount of Interim	87	N/A
Certification by the Engineer		
Time within which payment to be made after certification by the Engineer	89	30 days

SIGNATURE:

ANNEX 2: OUTPUT AND PERFORMANCE SCHEDULE

PROJECT: 12th AVENUE EXTENSION ASPHALT OVERLAY

LOT X

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
1	(i)	Contractor's General obligation and site establishment	LS	1		Inclusive of all fixed, value-related and time -related obligations
	(ii)	Accommodation of Traffic and maintaining temporal deviations	LS	1		
2	(i)	Provision of Engineer's requirements	PC SUM	1	10000	
	(ii)	Contractor's mark up	%			
3		EXPECTED OUTPUT AND PERFORMANCE				

Road Authority Name: Ministry of Transport and Infrastructural Development.

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
3.1	(i)	Prepare surface pothole by cutting into shapes, clean the potholes, patch to full width with suitable 2% stabilised gravel and compact to minimum LCE and premix patch to DoR specifications	KM	3.6		ch 7+200-10+800 (Inclusive of all laybys and bus stops)
	(ii)	Crack sealing	KM	3.6		ch 7+200-10+800 (Inclusive of all laybys and bus stops)
	(iii)	Attend to edge drop using compacted gravel of 0.5 widths both shoulders and seal with premix patching to provide an even surface.	KM	3.6		ch 7+200-10+800
3.2		Construct 20mm thick concrete overlay	KM	3.6		ch 7+200-10+800 (Inclusive of all laybys and bus stops)
3.3		Retro reflective road marking, 2 yellow and 1 white line broken/unbroken	KM	3.6		ch 7+200-10+800
3.4		Bush clearing	KM	3.6		ch 7+200-10+800
3.5		Road signages	No.	8		Areas to be directed by Engineer
3.6		Premix pothole patching	m2	Rate only		
Sub-Total						
		Contractor's Mark-up				

Road Authority Name: Ministry of Transport and Infrastructural Development.

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
		Add Contingency (10%)				
		Value Added Tax (14.5%)				
TOTAL PRICE						

ANNEX 2: OUTPUT AND PERFORMANCE SCHEDULE

PROJECT: MATOPOS ROAD OVERLAY

LOT Y

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
1	(i)	Contractor's General obligation and site establishment	LS	1		Inclusive of all fixed, value-related and time -related obligations
	(ii)	Accommodation of Traffic and maintaining temporal deviations	LS	1		
2	(i)	Provision of Engineer's requirements	PC SUM	1	10000	

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
	(ii)	Contractor's mark up	%			
3		EXPECTED OUTPUT AND PERFORMANCE				
3.1	(i)	Prepare surface pothole by cutting into shapes, clean the potholes, patch to full width with suitable 2% stabilised gravel and compact to minimum LCE and premix patch to DoR specifications	KM	5.4		ch 0+000-5+400 (Inclusive of all laybys and bus stops)
	(ii)	Crack sealing	KM	5.4		ch 0+000-5+400 (Inclusive of all laybys and bus stops)
3.2	(i)	Construct 20mm thick concrete overlay	KM	2.4		(Inclusive of all laybys and bus stops)
	(ii)	Resealing	KM	1.9		Ch 1+700-1+900 Ch 3+700-5+400(Inclusive of all laybys and bus stops)
3.3		Retro reflective road marking, both yellow and white broken/unbroken	km	5.4		Ch 0+000-5+400
3.4		Road signages	No.	8		
3.5		Premix pothole patching	m2	Rate only		
Sub-Total						
		Contractor's Mark-up				

Road Authority Name: Ministry of Transport and Infrastructural Development.

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
		Add Contingency (10%)				
		Value Added Tax (14.5%)				
TOTAL PRICE						

SCOPE STATEMENT CONTINUE.....

LOT Z

Matabeleland North province (DoR) intends to carryout road routine maintenance works on the Fife Street (from Harare Road to 23rd Street).

Road Authority Name: Ministry of Transport and Infrastructural Development.

The scope of works includes the following pothole patching, crack sealing and edge break repairs, drain clearing, and asphalt overlay. We therefore request from bidders for lump sum bids for this work and to provide the Engineer with a detailed method statement on how you are going to achieve the defined scope of work including the Quality assurance Plan

8. PROGRAMME OF WORKS

This shall be in accordance with the Appendix to the Form of Tender (**Annex 1**), indicating clearly the mobilisation period.

ITEM	DESCRIPTION	DURATION (WEEKS)
TOTAL		

ANNEX 1: APPENDIX TO FORM OF TENDER

Road Authority Name: Ministry of Transport and Infrastructural Development.

Item	Clause	Detail
Minimum amount of Third Party Insurance	23(2)	US\$ 10 000.00
Time within Works to be commenced after order	50	Seven (7) days.
Time for Completion	54	Bidders to propose
Liquidated damages	58	0.02% of Contract sum per day
Period of Maintenance	60	6 months
Percentage of Retention Money	87	10% of each IPC
Limit of Retention Money	87	5% of Contract Sum
Minimum Amount of Interim	87	USD 100 000.00
Certification by the Engineer		
Time within which payment to be made after certification by the Engineer	89	30 days

SIGNATURE:

ANNEX 2: OUTPUT AND PERFORMANCE SCHEDULE

PROJECT: BULAWAYO FIFE STREET OVERLAY PROJECT

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
1	(i)	Contractor's General obligation and site establishment	LS	1		Inclusive of all fixed, value-related and time -related obligations
	(ii)	Accommodation of Traffic and maintaining temporal deviations	LS	1		
2	(i)	Provision of Engineer's requirements	PC SUM	1	10000	
	(ii)	Contractor's mark up	%			
3		EXPECTED OUTPUT AND PERFORMANCE				
3.1		Prepare surface pothole by cutting into shapes, clean the potholes, patch to full width with suitable 2% stabilised gravel and compact to minimum LCE and premix patch to DoR specifications	KM	4		Section between 1 st Street/ Harare road and 23 rd Street.(width varies)
3.2		Construct 20mm thick concrete overlay	KM	4		Section between 1 st Street/ Harare road and 23 rd Street.(width varies)

Road Authority Name: Ministry of Transport and Infrastructural Development.

Item	Spec Ref.	Description	Unit	Output	Cost US\$	Notes
3.3		Retro reflective road marking, yellow and white line broken/unbroken, lettering and symbols.	KM	4		
Sub-Total						
		Contractor's Mark-up				
		Add Contingency (20%)				
		Value Added Tax (14.5%)				
TOTAL PRICE						

Road Authority Name: Ministry of Transport and Infrastructural Development.