

BIDDING DOCUMENT FOR THE PROCUREMENT OF CONSTRUCTION SERVICES FOR THE REFURBISHMENT OF ATHOL HOUSE BUILDING STAND NO.40626 BODLE AVENUE, EASTLEA, HARARE

PROCUREMENT REFERENCE NO: DOMESTIC/ZIMSTAT/CB/30/2023



STANDARD BIDDING DOCUMENT

FOR PROVISION OF THE CONSTRUCTION SERVICES FOR THE REFURBISHMENT OF ATHOL HOUSE BUILDING

DATE OF ISSUE: 8th DECEMBER 2023

COMPULSORY SITE VISIT/PRE-BID MEETING

DATE :14th DECEMBER 2023

TIME: 1100HOURS

VENUE :STAND NUMBER 40626, BODLE AVENUE, EASTLEA, HARARE

CLOSING DATE: 11th JANUARY 2024 (1000 HOURS ZIMBABWEAN TIME)

CLOSES AT: ZIMSTAT HEAD OFFICE

20TH FLOOR KAGUVI BUILDING,

CORNER ST MUZENDA ST/AHMED BEN BELLA AVENUE,

HARARE, ZIMBABWE

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Standard Bidding Document for the Procurement of: Construction services for the Refurbishment of Athol House Building

Procurement Reference No: DOMESTIC/ZIMSTAT/CB/30/2023

Procuring Entity: Zimbabwe National Statistics Agency (ZIMSTAT)

Date of Issue: 8th December 2023

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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/ZIMSTAT/CB/30/2023

Preparation of Bids

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

1. the Bid Submission Sheet in this Part 1;
2. the Priced Bill of Quantities or Schedule of Activities (in Part 2) supported by an equipment schedule, manpower schedule and a financial disbursement schedule.
3. a copy of documentation necessary to demonstrate eligibility in terms of section 28 (1) of the Regulations; (Certificate of incorporation, CR14, CR6)
4. Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe;
5. A bid security in the format specified in this Part;
6. the completed qualification forms provided in this Part 1;
7. A copy of valid tax clearance certificate
8. A copy of a valid vat registration certificate
9. A copy of a valid PRAZ registration certificate for a relevant category
10. A valid NSSA registration certificate
11. Proof of Registration or membership with the CIFOZ or ZBCA
12. Trade references on company letter head with contact details of the client for any 5 similar projects undertaken in the previous 3 years.

You are also required to pay the administration fee of **USD 400.00** payable by bidders for bids subject to prior review by the Special Procurement Oversight Committee in terms of section 54 of the Act and as set out in Part IV of the Fifth Schedule to the Regulations.

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

Lots and Packages

The requirement will not be divided into lots and packages however construction will be in phases. The phases will be discussed and agreed with the winning bidder.

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. 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 up to 8th of January 2024 at 1600 hours Zimbabwean time and should be sent to pmu@zimstat.co.zw. Bidders who send their queries after the deadline will not be entertained. A prospective bidder requiring any clarification of the bidding documents shall notify ZIMSTAT in writing only. ZIMSTAT will respond in writing to any request for clarification of the bidding documents no later than 2 days prior to the deadline for the submission of bids.

NB: Written copies of ZIMSTAT's responses (Including an explanation of the query) will be sent to all prospective bidders who requested the standard bidding document online. Subsequently, the same shall also be published onto ZIMSTAT Website by the 8th of January 2024. Request for clarification and the response(s) shall form part of any final contract.

Pre-bid meeting and Site Visit

A site visit will be held at stand 40626 Bodle Avenue, Eastlea, Harare on 14th December 2023 at 1100 hours Zimbabwean time.

Validity of 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 Bidder's responsibility to ensure that they receive a receipt confirming submission of their Bid with correct details of the Bidder and the number of the Bid.

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

The Bidder must prepare one original of the documents comprising the Bid and clearly mark it "ORIGINAL." In addition, the Bidder must state two copies of the Bid and must mark each of them clearly "COPY." In the event of any discrepancy between the original and the copies, the original will prevail.

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

Date of deadline: **11th January 2024** Deadline Time:**1000hours**
Zimbabwean Time

Submission address: **ZIMSTAT, 20th Floor Kaguvi Building, Simon Muzenda ST/Ahmed Ben Bella Avenue, Harare**

Means of acceptance: **of Sealed bids are to be placed in a marked bid box during working days on or before the closing date and time**

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 it has been submitted by sending a written notice, duly signed by an authorized representative. However, no Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder or any extension of that period.

Time for Completion

The time for completion of the works is 12 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 5% 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.

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PART I BIDDING PROCEDURES

Currency

Bids should be priced in United States Dollars. The currency of evaluation will be United States Dollars. Payment will be made in ZWL using the Prevailing Bank Rate on the date of payment through bank transfer.

Bid Security

The Bidder must include a bid security of **USD 20,000.00** in the following form;

- i. A bid security from a registered commercial bank (Bank Guarantee) or
- ii. A receipt from the Procurement Regulatory Authority for bid security deposited with PRAZ.

If this option is chosen a bid establishment fee of USD 1,500.00 shall be payable to PRAZ and proof should be attached to the bid;

NB: Bid security is payable at the prevailing interbank rate of the day of payment.

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

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.

Table 1: Payment summary of payments to PRAZ

No	Item	Value (USD)	Remarks
1 (a)	Bid security	USD 20, 000.00 OR Equivalent to RBZ Prevailing Interbank rate	Proof of payment to be attached to the bid
(b)	Non-refundable cash bid bond (establishment fee for each bid) if Bid Security is paid at PRAZ.	USD 1500.00 OR Equivalent to RBZ Prevailing Interbank rate	Proof of payment to be attached to the bid
2	Special Procurement Oversight Committee (SPOC) Administration Fee	USD 400.00	Proof of payment to be attached to the bid
3	Contract fees payable after contract award	To be determined based on the value of the awarded contract	Proof of payment to be attached to the signed contract

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.

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PART I BIDDING PROCEDURES

Evaluation of Bids

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

Review by the Special Procurement Oversight Committee

Section 54 of the Act provides for review by the Special Procurement Oversight Committee for certain especially sensitive or especially valuable contracts. This requirement will be subject to this review.

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

Participation in this bidding procedure is restricted to Zimbabwean bidders.

Detailed Evaluation

The Bids will be examined to confirm that all terms, conditions and requirements of the bidding document have been complied 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.

NB: ZIMSTAT RESERVES THE RIGHT TO CONDUCT DUE DILIGENCE ON PREVIOUSLY EXECUTED CONSTRUCTION PROJECTS OF THE DECLARED TRADE REFERENCES. IF THE DECLARED PROJECTS ARE SUB-STANDARD OR FALSE DECLARATION, THIS WILL RESULT IN DISQUALIFICATION OF THE BIDDER

Award of Contract

The lowest evaluated bid, after the application of any additional evaluation criteria, which is substantially responsive to the requirements of this bidding document will be recommended for award

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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 section 44 of and the Third Schedule to the Regulations.

Right to Reject

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

Corrupt Practices

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

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,

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- 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

{Note to Bidders: Complete this form with all the requested details and submit it as the first page of your Bid. Attach the completed Statement of Requirements and any other documents requested in Part

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

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

Procurement Reference Number:

Subject of Procurement:

Name of Bidder

Bidder's Reference Number:

Date of Bid:

We offer to supply the items listed in the attached Statement of Requirements, at the prices indicated on the attached Price Schedule and in accordance with the terms and conditions stated in your Bidding Document referenced above.

We confirm that we meet the eligibility criteria specified in Part 1: Procedures of Bidding.

We confirm that we have the nationality of an eligible country.

We do not have a conflict of interest in relation to this procurement requirement.

We have the legal capacity to enter into a contract.

We declare that we are not debarred from bidding and that the documents we submit are true and correct.

The validity period of our bid is:{days} from the date of submission.

We confirm that the prices quoted in the attached Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision, variation or adjustment.

Bid Authorised By:

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Signature	Name:
Position:	Date:(DD/MM/YY)
Authorised for and on behalf of:	

Company
Address:
.....

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PART I BIDDING PROCEDURES

Qualification Criteria

Factor	Sub-Factor				<i>1. Financial Resources</i>
Financial Situation	Criteria	Requirement			<p>The Bidder must demonstrate access to, or 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.</p> <p><i>The average annual turnover for a period of the past two years must least be equal 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)</i></p>

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		Bidder	Single Entity		Must meet requirement
			Joint Venture, Consortium or Association	All partners combined	Must meet requirement

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				Each partner	<p>Must meet percent (____%) of the requirement</p>
				At least one partner	<p>Must meet percent (____%) of the requirement</p>
	Documentation Required				<p>Form 3</p>

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PART I BIDDING PROCEDURES

Factor	Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one 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.	Must meet requirement	N / A	Must meet requirement	N / A	Form 4

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PART II PROCURING ENTITY'S REQUIREMENTS

PQ FORM 1 – FINANCIAL SITUATION

Historical Financial Performance

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bidding No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if Joint Venture (JV), by each partner

Financial information in USD equivalent	Information for previous year (USD equivalent)
Information from Balance Sheet	
Total Assets (TA)	
Total Liabilities (TL)	
Net Worth (NW)	
Current Assets (CA)	
Current Liabilities (CL)	
Information from Income Statement	
Total Revenue (TR)	
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)

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PART II PROCURING ENTITY'S REQUIREMENTS

PQ FORM 2. ANNUAL TURNOVER (PREVIOUS YEAR)

Bidder's Legal Name: _____

JV Partner Legal Name: _____

Date: _____

Bidding No.: _____

Page _____ of _____ pages

Year	USD

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PART II PROCURING ENTITY'S REQUIREMENTS

PQ FORM 3. FINANCIAL RESOURCES

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

Source of financing	Amount (USD)
1.	
2.	
3.	
4.	

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PART II PROCURING ENTITY'S REQUIREMENTS

PQ FORM 4. EXPERIENCE

GENERAL EXPERIENCE

Bidder's Legal Name: _____

Date: _____

JV Partner 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: 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:	_____

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			Contract name: Brief Description of the Works performed by the Bidder: Name of Purchaser: Address:	
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*List calendar year for years with contracts with at least nine (9) months' activity per year starting with the earliest year

PART 2: PROCURING ENTITY'S REQUIREMENTS

Scope of Works

Procurement Reference Number:DOMESTIC/ZIMSTAT/CB/30/2023

Brief Description of Works

Construction Services For The Refurbishment Of Athol House Building

PROCUREMENT REFERENCE NO: DOMESTIC/ZIMSTAT/CB/30/2023

Location of Works

STAND NO.40626 BODLE AVENUE, EASTLEA, HARARE

Commencement and Completion Periods Required

Project shall be completed within 8 months from commencement date.

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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. Refer to attached bills and drawings.

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Drawings

Refer to attached Drawings.

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PART II PROCURING ENTITY'S REQUIREMENTS

Bill of Quantities

Refer to attached Bill of Quantities.

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PART II PROCURING ENTITY'S REQUIREMENTS

Schedule of Activities

[Should be used for projects where payments are based on estimated percentage of Works completed whilst the quantities are constant as in building and other vertical infrastructure projects)

Name of Bidder: _____

Bidder's Reference Number: _____

Currency of Bid: _____

Item No	Activities of Works	Unit	Total Price
		Lump-sum	
		Lump-sum	
		Lump-sum	
		Lump-sum	
		Lump-sum	
		Lump-sum	
		Lump-sum	
		Lump-sum	
		Lump-sum	
Grand Total			

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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 year) 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 REQUIREMENTS

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

Declaration by the Accounting Officer

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

**BIDDING DOCUMENT FOR THE PROCUREMENT
OF CONSTRUCTION SERVICES FOR THE**

PART III CONTRACT

PART 3 CONTRACT

**BIDDING DOCUMENT FOR THE PROCUREMENT
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PART III CONTRACT

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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Special Conditions of Contract

Procurement Reference Number:

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

GCC reference	Special Conditions
1.1(g)	The Contractor is: _____ <i>[insert the name, address and contact details of Contractor].</i>
1.1(q)	The Intended Completion Date for the Whole Works is: _____ <i>[insert the period of duration of the contract]</i>
1.1(t)	The Procuring Entity is: _____ <i>[insert the name, address and contact details of the Procuring Entity]</i>
1.1(v)	The Project Manager is: _____ <i>[insert the name, address and contact details of Project Manager. If there would be no Project Manager appointed for the Contract, the authorised representative of the Procuring Entity shall act as the Project Manager]</i>
1.1(w)	The Site is located at: _____ <i>[insert the exact location of the project site].</i>
1.1(z)	The Start Date shall be: _____ <i>[insert the exact start date of the contract].</i>
1.1(cc)	The Works consist of: _____ _____ <i>[insert a brief description of the Works that the Contractor will construct, install and turn over to the Procuring Entity]</i>

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2.2	<p>The documents that form part of the Contract shall be following:</p> <ul style="list-style-type: none">a. the Contract Agreement,b. the Letter of Acceptance,c. the Contractor's Bid Submission Sheet,d. the Special Conditions of Contract,e. the General Conditions of Contract,f. the Procuring Entity's Requirements,g. the Contractor's Bill of Quantities or Schedule of Activities (as applicable), andh. any other documents submitted by the Contractor forming part of the Contract. <p>The priority of the documents shall be in the aforementioned order. If there is any discrepancy or inconsistency, the Project Manager shall issue any necessary clarification.</p>
------------	---

**BIDDING DOCUMENT FOR THE PROCUREMENT
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REFURBISHMENT OF A TUTOR HOUSE BUILDING

PART III CONTRACT

GCC reference	Special Conditions
2.3	The Contract is a: <i>[insert admeasurement contract or lump-sum contract]</i>
3.1	The Language of the Contract is English. The Law governing the Contract is that of the Republic of Zimbabwe.
4.1	<p>The Project Manager’s decision shall be limited to the following:</p> <ul style="list-style-type: none"> (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 Sub-clause 33; and (c) any consequent extension of time that should be issued under (a) and (b). <p>On circumstances that exceeded the aforementioned limits, prior approval of the Procuring Entity is required.</p> <p><i>[These provisions should be carefully inserted by the procuring entity. Please delete these provisions if procuring entity believes that the Project Manager should carry out all contract management responsibility on its behalf.]</i></p>
7	<p>7.1 The limit of subcontract is: _____ <i>[state a percentage if required; if subcontracting is not applicable, please delete].</i></p> <p>If subcontracting is allowed, this shall not diminish or affect the contractor’s responsibility for fulfilling its obligations under a Contract</p> <p>7.2 The Schedule of Other Contractors is:</p> <p><i>[insert the schedule of other contractors as applicable]</i></p>
10.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: <i>[insert currency and amount].</i> (b) For loss or damage to Equipment: <i>[insert currency and amount].</i> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert currency and amount].</i> (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor’s employees: <i>[insert currency and amount].</i> (ii) of other people: <i>[insert currency and amount].</i>

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<p>11.2</p>	<p>The data on Site are outlined in the following documents:</p> <hr/> <hr/> <p><i>[insert any documents provided by Procuring Entity that relates to site data. If there is none, please delete]</i></p>
<p>16.1</p>	<p>The Site Possession Date shall be: <i>[insert location(s) and date(s)]</i></p>
<p>19.1</p>	<p>The Contractor shall submit a Program for the Works within 14 days after the date of</p>

**BBIDDING DOCUMENT FOR THE
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PART III CONTRACT

GCC reference	Special Conditions
	the Letter of Acceptance.
19.3	No program updates shall be required unless specifically requested by the Project Manager of the Procuring Entity. <i>[If program updates are required, amend to the following text and insert SCC 19.3]</i> 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: <i>[insert number]</i> months. <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
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 <i>[State any arrangement under which the Contract Price may be adjusted or delete if inapplicable.]</i>
35.1	The retention shall be <i>[State percentage to be retained, normally five percent (5%) of each payment certificate].</i>
36.1	The Liquidated Damages shall be _____ per day of delay <i>[please insert an applicable amount per day that may be calculated as 1 percent of the Contract amount, or contract amount divided by the time for completion, whichever is higher].</i> The total liquidated damages (LD) shall not exceed _____ <i>(insert the maximum percentage that can be 10%)</i> of the Contract Amount, or _____ <i>(indicate an amount in the currency of the Contract).</i>
38.1	No advance payment shall be made. OR 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 <i>[insert date]</i> from receipt of an acceptable Bank Guarantee.
39.1	The Performance Security shall be in the form of a Bank Guarantee and in the amount of _____ <i>(indicate the applicable percentage)</i> the Contract Amount in the form of <i>[A Bank Guarantee shall be unconditional (on demand) (see Part 3. Contract Forms). An amount of 5 to 10 percent of the Contract Price is commonly specified for Performance Bank Guarantees.]</i>
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 is \$ <i>[State</i>

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GCC reference	Special Conditions
	Procuring Entity's additional cost for completing the Works, is <i>[insert percentage]</i> .

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PART III CONTRACT

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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PART III CONTRACT

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

This is to notify you that your Bid dated..... *[insert date]* for the execution of the
. *[insert name of the contract and procurement reference number.]* for the Accepted Contract
Amount of the equivalent of *[insert amount in numbers and words and name of
currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby
accepted by the Procuring Entity.

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: <i>[insert signature of authorised person]</i>
Name: <i>[insert complete name of person signing]</i>
In the capacity of: <i>[insert legal capacity of person signing]</i>
Duly authorized to sign the letter of acceptance for and on behalf of <i>[insert complete name of Procuring Entity]</i>
Date: day of..... <i>{DD/MM/YY}</i>

Attachment: Contract Agreement

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CONTRACT AGREEMENT

Procurement Reference:.....

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

BETWEEN

- (1) *[insert complete name of Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of..... of the Government of Zimbabwe, or corporation incorporated under the laws of Zimbabwe]* and having its principal place of business at *[insert full postal address of Procuring Entity]* (hereinafter called “the Procuring Entity”), and
- (2) *[insert name of Contractor]*, a corporation incorporated under the laws of *[insert: country of Contractor]* and having its principal place of business at *[insert full postal address of Contractor]* (hereinafter called “the Contractor”).

WHEREAS the Procuring Entity desires that the Works known as *[name of the Contract]* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and for the remedying of any defects in them,

THE PROCURING ENTITY AND THE CONTRACTOR AGREE AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are assigned to them in the General and Special Conditions of Contract referred to below.
2. The following documents shall constitute the Contract between the Procuring Entity and the Contractor, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The Contractor’s Bid;
 - (d) The Special Conditions of Contract;
 - (e) The General Conditions of Contract;
 - (f) The Procuring Entity’s requirements (Specifications and Drawings);
 - (g) The completed Bill of Quantities or Schedule of Activities; and
 - (h) *[Add here any other document(s)]*.
3. This Contract Agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
4. In consideration for the payments to be made by the Procuring Entity to the Contractor as mentioned below, the Contractor hereby agrees with the Procuring Entity to execute the Works and to remedy any defects in them in conformity with the Contract.

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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

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other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of Zimbabwe on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed:
Name:
In the capacity of: <i>[Title or other appropriate designation]</i>

For and on behalf of the Contractor

Signed:
Name:
In the capacity of: <i>[Title or other appropriate designation]</i>

////////////////////////////////////

[Note: If the Contractor consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each member of the Joint Venture

Signed:
Name of member:
In the capacity of: <i>[Title or other appropriate designation]</i>

Signed:

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Name of member:

In the capacity of: *[Title or other appropriate designation]*

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BANK GUARANTEE FOR PERFORMANCE SECURITY

[Delete page if no Performance Security is required in the SCC]

[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.

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]* ¹.... (*[amount in words]*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of ,.....², and any demand for payment under it must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed*[six months]**[one year]*, in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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 –

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

¹ *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.*

² *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

[Delete page if no Advance Payment is required in the SCC]

[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]

Beneficiary: *[insert legal name and address of Procuring Entity]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment 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, an advance payment in the sum *[name of the currency and amount in figures]* ¹ (..... *[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.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number*[Contractor's account number]*. at.....*[name and address of the Contractor's Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the day of ², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year]*, in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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.....

[Seal of Bank and Signature(s)]

Note –

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

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, or in a freely convertible currency acceptable to the Procuring Entity.

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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 made prior to the expiration date established in the guarantee.*

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PART III CONTRACT

FORM OF TENDER & ANNEXURES

NAME OF TENDER: PROPOSED CONSTRUCTION
SERVICES FOR THE REFURBISHMENT OF
ATHOL HOUSE BUILDING AT STAND NO.40626
BODLE AVENUE, HARARE, ZIMBABWE.

TENDER NUMBER: DOMESTIC/ZIMSTAT/CB/30/2023

TO: ZIMSTAT

Sirs,

I/We having read the Conditions of Contract and Bills of Quantities delivered to me/us and having examined the drawings referred to therein, do hereby offer to execute and complete the whole of the works described for the sum of:-

US\$ _____

(In _____ Words

_____)

I/We undertake in the event of your acceptance to execute with you a form of contract embodying all the conditions and terms contained in this offer.

I/We hereby agree and undertake to complete the Works within the stipulated contract period and, if in default, to pay liquidated and ascertained damages at the rate stipulated in the contract documents.

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I/We agree that should palpable errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the priced Bills of Quantities submitted by me/us that these errors be adjusted in accordance with the recommendations contained in instructions to bidders.

I/We further agree that this tender shall remain open for consideration for sixty (60) days from the closing date of this tender.

Unless and until a formal Agreement is prepared and executed this Tender together with the written acceptance thereof, shall constitute a binding contract between our self and the Employer.

Dated this _____ day of _____ 2022

Name: _____ Signature _____

Address: _____

Tel: _____

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PART III CONTRACT

ANNEXURE "A"

ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departure from or modifications to the Specifications, Bills of Quantities, or to qualify his tender in any way, he shall set out his proposals clearly hereunder, or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page	Clause or Item

WITNESSES

1.

SIGNATURE OF CONTRACTOR

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PART III CONTRACT

2.

DATE

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ANNEXURE "B"

CASH FLOW

My/Our anticipated cash flow based on my/our proposed price and the completion dates is given below:

Period into Contract \$
(in months)

The Contractor will be required to provide updates of the above information on request from ZIMSTAT.

The Contractor should note that his cash flow prediction shall in no way affect the terms of payment as stated elsewhere in this Document.

WITNESSES

1. _____

SIGNATURE OF CONTRACTOR

2. _____

DATE

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ANNEXURE "C"

CONSTRUCTION PROGRAMME

The Tenderer is to submit a programme sufficiently detailed to indicate the tenderer's ability to complete the works within the completion times required or such shorter period as the tenderer considers practical. The programme shall be accompanied by detailed information which reflects the placing of resources upon which the tender is based.

WITNESSES

1.

SIGNATURE OF CONTRACTOR

2.

DATE

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PART III CONTRACT

ANNEXURE "D"

SCHEDULE OF PROPOSED SUB CONTRACTORS

The Tenderer is to complete the schedule below to show the sub-contractors he proposes using on the contract.

COMPANY NAME	SECTION OF WORK

WITNESSES

1.

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SIGNATURE OF CONTRACTOR

2.

DATE

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PART III CONTRACT

ANNEXURE "E"

LABOUR RATES APPLICABLE TO AUTHORIZED DAYWORK

The Tenderer shall indicate below, all categories of labour he/she proposes to use in the execution of the Contract and their respective rates. The rates inserted shall be the total cost to the Employer in respect of day work carried out by the Contractor and shall include for all the Contractor's profits, variable and continuing costs, overheads, supervision, wages, accommodation, travelling, subsistence and other costs relative to the employment by the Contractor of the personnel detailed and for hand and portable tools normal to the trade of the respective personnel

The application and use of these rates pursuant upon Clause 10 of the Agreement and schedule of conditions of Building Contract shall be at the sole discretion and subject to the prior approval of the Architect.

Costs for the personnel above the position of CHARGEHAND shall be deemed to be an overhead

Item No.	Labour Category	Normal time per hour	Overtime per hour	Sunday & PPH per hour

The Tenderer's normal working week comprises _____ hours being from ____ am to ____ pm, Monday to Friday _____ am to _____ pm on Saturdays after which overtime rates become applicable.

WITNESSES

1. _____

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SIGNATURE OF CONTRACTOR

2.

DATE

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PART III CONTRACT

ANNEXURE “F”

PLANT & MATERIAL RATES APPLICABLE TO AUTHORIZED DAYWORK

The Tenderer shall indicate below, all categories of construction equipment it is proposed to use for the execution of the Contract together with their hire rates

Rates contained herein are deemed inclusive of driver/operator/banksman where necessary and all fuels, overheads, profits and other costs relative to the operation of the construction equipment detailed.

The application and use of these rates shall be at the sole discretion and subject to the prior approval of the Architect

Item	Description	Rate per Hour	Rate per Week	Standing per Hour

WITNESSES

1.

SIGNATURE OF CONTRACTOR

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DATE

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PART III CONTRACT

ANNEXURE "G"

PLANT RATES

The Tenderer shall indicate below, all categories of construction equipment it is proposed to use for the execution of the Contract together with their hire rates

Rates contained herein are deemed inclusive of driver/operator/banksman where necessary and all fuels, overheads, profits and other costs relative to the operation of the construction equipment detailed.

Description	Price	Remarks

WITNESSES

1. _____

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SIGNATURE OF
CONTRACTOR

2.

DATE

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PART III CONTRACT

ANNEXURE "H"
PLANT & EQUIPMENT

The bidder must indicate below, all categories of construction equipment it is proposed to use for the execution of the Contract for the successful implementation of the project

Description	Price	Remarks

WITNESSES

1.

SIGNATURE OF
CONTRACTOR

**BBIDDING DOCUMENT FOR THE
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DATE

ANNEXURE "I"

**BBIDDING DOCUMENT FOR THE
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PART III

CONTRACT

INFORMATION ON CURRENT LEGAL CLAIMS

Information on current litigation in which the tenderer is involved.

The bidder must provide information on all unsatisfied demands made in the preceding six

(6) years including any bonds/guarantees called for whatever reason.

Names of other parties	Nature of dispute	Value of claims

WITNESSES

1.

SIGNATURE OF
CONTRACTOR

2.

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CONTRACT

DATE

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ANNEXURE "J"

CERTIFICATE OF COMPULSORY SITE VISIT: ZIMSTAT

**PROPOSED CONSTRUCTION OF REFURBISHMENT OF
ATHOL HOUSE BUILDING AT STAND 40626, BODLE
AVENUE, HARARE, ZIMBABWE**

I.....in my capacity

as.....

Representing.....

.....

.....

Address.....

.....

Date.....

.....

.....

Hereby confirm my attendance of the pre-tender site visit.

I carefully examined the site with its proposed materials, water location and have inspected the proposed construction area after previously having 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 explanations given by the said Architect and that I understand perfectly the work to done, as specified and implied, in the execution of this Contract.

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Signed.....

.....

NAME.....

..... **(Contractor)**

Signed.....NAME.....

.....

.....

(Architect)

Signed.....NAME.....

.....

.....

ZIMSTAT