# Ministry of Foreign Affairs and International Trade

**STANDARD** 

BIDDING

DOCUMENT

## for the

# **Procurement of Non Complex Works**

FEBRUARY 2023

Standard Bidding Document for the Procurement of	Construction of Carpark and Walkways
Procurement Reference No:	MOFAIT/DCB/WKS/06/23
Procuring Entity:	Ministry of Foreign Affairs and International
	Trade
Date of Issue:	10 February 2023

PART I BIDDING PROCEDURES

#### **BIDDING DOCUMENT FOR THE** CONSTRUCTION OF CARPARK AND WALKWAYS PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

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PART I BIDDING PROCEDURES

**PART 1: BIDDING PROCEDURES** 

#### PART I 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: 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;
- 4. Supplier Registration number showing that you are registered with the Procurement Regulatory Authority of Zimbabwe in the appropriate category;
- 5. A bid securing declaration in the format specified in this Part;
- 6. the completed qualification forms provided in this Part 1;
- 7. A copy of Valid Clearance certificate;
- 8. A copy of CR14 or CR6;
- 9. A copy of Nssa registration certificate;
- 10. Proof of projects of a similar nature and value attach at least three; Award letter, Purchase order or contract;
- 11. Registration with the Ministry of Local Government and Public Works and proof of such registration must be attached to the bid upon submission of the tender will be an added advantage;
- 12. Tenderers must comply with the stated contract period as counter offers will not be entertained;
- 13. Non-return of documents completed to the level and format requested herein shall indicate unwillingness on the tenderer's part to be considered for adjudication and shall result in exclusion;

#### PART I BIDDING PROCEDURES

- 14. Tenders must read this bid document together with attached **annexure 1** and **annexure 2** with technical drawings.
- 15. Payment will be made in cash in foreign currency as a result preference will be given to bidders who accept payment after supply and installation. In this regard bidders **must state their payment terms**.
- 16. Bidders who wish to be paid in advance must attached an advance payment guarantee from a registered commercial bank.
- 17. Bidders must indicate lead time in which to mobilise resources, supply, install and complete the required works.

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.

#### Number of bids allowed

No Bidder may submit more than one bid, either individually or as a joint venture partner in another Bid, except as a subcontractor. Where the works are divided into lots and packages, only one Bid can be submitted. A conflict of interest will be deemed to arise if Bids are received from more than one Bidder owned, directly or indirectly, by the same person.

#### **Clarification**

Clarification of the bidding document may be requested in writing by any Bidder up to the 14 February 2023 at 1000 hours and should be sent to mofaittenders@gmail.com

#### **Pre-bid meeting and Site Visit**

A pre-bid meeting will be held at Number 18 Windsor Close, Mount Pleasant, Harare on the 13 February 2023 at 1000 hours.

Contact Person Mr. T. Tsakatsa Mobile No. 0776442122

#### **Validity of Bids**

#### PART I BIDDING PROCEDURES

The minimum period that the Bidder's bid must remain valid is *sixty 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: MOFAIT/DCB/WKS/06/23

3 copies of the bid documents must be provided. The Bidder must prepare one original of the documents comprising the Bid and clearly mark it "ORIGINAL." In addition, the Bidder must state the number of 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 shall prevail.

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

Date of deadline: 16 February 2023	Deadline Time: 12:00 Noon GMT
Submission address:	The Permanent Secretary
	Ministry of Foreign Affairs and International Trade

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Postal:
P.O Box 4240
Harare
Physical:
Corner Samora Machel and Sam Nujoma
Munhumutapa Building
Harare
Sealed bids clearly marked with tender number must be hand delivered to the above address to the marked tender box at the Basement Floor Reception Area.

#### **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.

#### **<u>Time for Completion</u>**

The time for completion of the Works is **21 days** *which* is the Intended Time for Completion in GCC 1.1(q) of the Special Conditions of Contract (SCC) in Part 3.

#### PART I BIDDING PROCEDURES

#### **Bid Prices and Discounts**

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

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

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

#### **Currency**

Tenders should be priced in United States Dollars.

#### Payment

Payment Will be Made in Cash in United States Dollars after completion of the work.

#### **Bid Security**

The Bidder must include:

A "Bid-Securing Declaration" using the form included in Part 2.

Any bid not accompanied by a Bid Securing Declaration in accordance with section 26 (4) of the Regulations, where this is a requirement of bidding, will be rejected by the Procuring Entity as non-responsive.

The Bid-Securing Declaration 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 or Bid-Securing Declaration must be in the names of all intended partners.

#### **Origin of Materials, Equipment and Services:**

#### PART I BIDDING PROCEDURES

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

#### **Evaluation of Bids**

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

#### **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 open to Zimbabwean bidders only.

#### PART I BIDDING PROCEDURES

#### **Detailed Evaluation**

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

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

#### **Award of Contract**

The lowest evaluated bid, after the application of any additional evaluation criteria, including any margin of preference, which is substantially responsive to the requirements of this bidding document will be recommended for award of the Contract. The proposed award of contract will be by issue of a Notification of Contract Award in terms of section 55 of the Act which will be effective 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, 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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### **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 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.

PART I BIDDING PROCEDURES

Signature	N	Name:
Position:		Date:
Authorised	l for and on behalf of:	
Company		
Address:		

#### **Qualification Criteria**

Factor	Financial Situation					
		Criteria				Documentation Required
Sub-Factor			Bidd	ler		
	Requirement		Joint Venture	, Consortium or	Association	
		Single Entity	All partners combined	Each partner	At least one partner	

#### PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

PART I BIDDING PROCEDURES

Factor	Financial Situation						
	Criteria					Documentation Required	
Sub-Factor			Bide	ler			
Sub-Factor	Requirement		Joint Venture	e, Consortium o	r Association		
	Kequirement	Single Entity	All partners combined	Each partner	At least one partner		
1. Financial Resources	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. (for determination of cashflows required, use the formula: $t/ct \ x \ bv \ where: t = time$ taken to clear and pay a certificate, $ct =$ project duration, $bv = bid$ value. For determination of turnover, either the average annual turnover for a period of the past two years must least be twice the value of the bid or a letter of commitment from a financial institution should be submitted. Letter of comfort from the financial institution will not be accepted)	Must meet requirement	Must meet requirement	Must meet  percent (%) of the requirement	Must meet percent (%) of the requirement	Form 3	

PART I BIDDING PROCEDURES

Factor	Experience					
		Criteria				Documentation Required
Sub-Factor			Bidde	e <b>r</b>		
540 1 400	Requirement		Joint Venture,	Consortium of	r Association	
		Single Entity	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, and with activity in at least 9 months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form 4
2. Specific Experience	Participation as contractor, management contractor, or subcontractor, must be at least a Ministry of Public Works Category C	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form 5

PART I BIDDING PROCEDURES

#### **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	Information for previous year
in USD equivalent	(USD equivalent)
Information from Balance	te Sheet
Total Assets (TA)	
Total Liabilities (TL)	
Net Worth (NW)	
Current Assets (CA)	
Current Liabilities (CL)	
Information from Incom	e 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)

PART I BIDDING PROCEDURES

#### PQ FORM 2. ANNUAL TURNOVER (PREVIOUS YEAR)

Bidder's Legal Name:	Date:
JV Partner Legal Name:	Bidding No.:
-	Page of pages

Year	USD

PART I BIDDING PROCEDURES

#### 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.	

#### PART I BIDDING PROCEDURES

#### PQ FORM 4. EXPERIENCE

#### **GENERAL EXPERIENCE**

 Bidder's Legal Name:
 Date:

 JV Partner Legal Name:
 Bidding No.:

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 of

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:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Purchaser: Address:	

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

#### PART I BIDDING PROCEDURES

PQ FORM 5. SPECIFIC EXPERIENCE						
Bidder's Legal Name: JV Partner Legal Name:		Date: Bidding No.:				
			of pages			
Similar Contract Number:[insert specific number] of[insert total number of contracts required.		Information				
Contract Identification						
Award date Completion date						
Role in Contract	Contractor	□ Management Contractor				
Total contract amount			UGX			
If partner in a JV or subcontractor, specify participation of total contract amount	%		UGX			
Procuring Entity's Name:						
Address:						
Telephone/fax number: E-mail:						

#### PQ Form 5a. Specific Experience (cont.)

Bidder's Legal Name:	 Page	of	pages JV Partner
Legal Name:			

#### PART I BIDDING PROCEDURES

Similar Contract No[insert specific number] of[insert total number of contracts] required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):	
Amount	
Physical size	
Complexity	
Methods/Technology	
Physical Production Rate	

PART I BIDDING PROCEDURES

## PART 2: PROCURING ENTITY'S REQUIREMENTS

### **Scope of Works**

Procurement Reference Number: MOFAIT/DCB/WKS/06/232

#### **1.1 Brief Description of Works:**

The scope of works involves the construction of carpark and walkways. The contractor shall be guided by the civil engineer who shall provide any technical assistance and interpretation in accordance with the drawings.

#### **Location of Works**

18 Windsor Close, Mount Pleasant, Harare

#### **Commencement and Completion Periods Required:**

Installation and Commissioning should be within 21 Days from Contract Signing

#### 2.1 PREAMBLE TO BILLS OF QUANTITIES

- 2.1.1 The Bills of Quantities shall be read in conjunction with the Drawings and Specifications. The Contractor shall be deemed to have examined the drawings and to have acquainted himself with the detailed description of the works to be carried out and the manner in which they are to be carried out and the specific requirements and standards of the finished works.
- 2.1.2 The quantities set down against the items in the Bills of Quantities are an estimate of the quantity of each kind of work included in the sub-contract and are therefore subject to re-measurement during the progress or on completion of the works. The re-measured works shall be paid for at the rates and prices entered in the Bills of Quantities.
- 2.1.3 The Bills of Quantities are not intended for the ordering of material except at the Subcontractor's own risk.

#### PART II PROCURING ENTITY'S REQUIREMENTS

- 2.1.4 Unless expressly stated to the contrary, all items shall be measured and paid for net, no allowance being made for cutting, waste and all other contingent work, the cost of which shall be deemed to be included in the Tendered Rates.
- 2.1.5 The Contractor's rates and prices entered in the Bills of Quantities shall include for all costs and expenses which may be required in and for the execution of the works described together with all general risks, liabilities and obligations set for the or implied in the tender document.
- 2.1.6 A rate or a price or the word NIL shall be entered in ink against each item to the Bills of Quantities as required. Where no rate or price is entered against an item the cost of the work shall be deemed to be included in other rates and prices whether or not the word NIL is entered. The Engineer shall have the right to ask the Contractor to indicate under which other item(s) these un priced item(s) have been allowed for.
- 2.1.7 Descriptions of items in the Bills of Quantities have been kept as brief as possible. The Contractor shall ensure that he understands the full extent of each item by reference to the relevant sections of the tender document.
- 2.1.8 No alteration is to be made to the Bills of Quantities without the written permission of the Engineer.
- 2.1.9 Any items, materials and equipment shown on the drawings and not shown in the Bills of Quantities shall be brought to the attention of the Engineer at least seven days before the close of tender.

Any subsequent claims for revision of the accepted price will not be considered. No liability will be admitted in respect of such discrepancies.

All cable lengths shown in the Bill of Quantities are for tendering purposes only. All cable lengths are subject to measurement during the progress or on completion of works.

2.1.10 If the discrepancies are not brought to the attention of the Engineer, it shall be noted that the drawings, the specification and Bills of Quantities form a complete tender document. Therefore any item, materials and equipment not shown on the Bills of Quantities but shown on the drawings shall be deemed to be part of the tender document and shall therefore be priced.

#### 2.2. BASIC COST RATE/BASIC PRICE

The Tenderer is to provide the basic price of the materials per unit as per their attached quotations from various suppliers. If the basic prices filled in the Specification do not tally with those on the attached quotations the Tender will be disqualified.

#### PART II PROCURING ENTITY'S REQUIREMENTS

#### 2.3. INSTALLED PRICE

This price is also per unit of materials but shall include the Tenderer's mark up, labour and transport. This price is the sum of the basic price plus the mark up percentage, plus labour on the installation of the materials per unit plus transport.

#### 2.4. TOTAL INSTALLED PRICE

Total installed price is the resultant from the installed price multiplied by the quantity of the materials as specified in the Bill of Quantities.

### **Drawings**

## AS ATTACHED

- a) Annexure 1 Layout
- b) Annexure 11 Details

#### PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

PART II **PROCURING ENTITY'S REQUIREMENTS** 

## **Bill of Quantities**

Name of Bidder:

Bidder's Reference Number:

Currency of Bid: \_\_\_\_\_

ITEM No	DESCRIPTION	UNIT	QNTY	RATE(US\$)	AMOUNT(US\$)
A1	SUBGRADE PREPARATION				
A1.1	Clearing of road reserve,including .				
	cutting down of trees of girth less				
	than 1m(including parking area)	m <sup>2</sup>	707.00		
A1.2	Remove organic topsoil to a depth of 150mm				
	from roadbed width ,spread to waste				
	within 0.5km free haul.	m <sup>3</sup>	106.05		
A1.3	Excavate/cut in all material				
	to subgrade level, dump to waste				
	within 0.5km free haul.	m <sup>3</sup>	180.05		
	Excavate for removal and poisoning of anthills and backfilling.	m <sup>3</sup>	8.00		
A1.4	Excavate/cut in all unsuitable material				
	below formation level,dump to waste				

#### PART II PROCURING ENTITY'S REQUIREMENTS

	TOTAL CARRIED FORWARD			
	93%Mod.AASHTO	m <sup>2</sup>	707.00	
	roadbed and car parks to not less than	2		
	form subgrade for			
A1.9	Scarify/rip, water, mix, trim and compact upper 150mm of road formation to			
A1.8	10km for item A1.7.	m³/km	only	
	royalty Extra over for overhaul beyond		Rate	
	2km free haul and \$1.00/m3		00.00	
	compact as specified for fills to 93% Mod AASHTO. Assumed	m <sup>3</sup>	80.00	
	dump and spread in layers of 150mm thickness and			
A1.7	Take suitable SG5 or better material from cut sections,			
A1.6	Extra over for overhaul beyond 10km for item A1.4 and A1.5.	m³/km	Rate only	
	material	m <sup>3</sup>	8.00	
	i) excavation of hard material ii) excavation of rock	m <sup>3</sup>	8.00	
A1.5	Extra over items B1.2 and B1.3 for			
	within 2km free haul.	m <sup>3</sup>	80.00	

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#### PART II PROCURING ENTITY'S REQUIREMENTS

	Allow for sourcing and delivery		ı		
B2.1	of specified base 1 and 2 gravel		ļ I		
	material from nearest municipal		ا		
	gravel borrow pit and dump on		! 		
	driveway, carpark and walkway		1		
	measured as compacted.		! 		
	Assumed 10km free haul and		1		
	\$2.00/m3 royalty.		ا ا		
			ا ا		
	i) Subbase material class 3.6		1		
	including spreading, watering,		·!		
	mixing and compacting in		1		
	150mm layers to 96% mod	.3			
	AASHTO	m <sup>3</sup>	95.55		
		<u> </u>	<u>ا</u> ا		
	ii) Gravel Base 1 Class 2.6 from		1		
	commercial source, including		l		
	spreading, watering, mixing, and compacting to 98% mod AASHTO	m <sup>3</sup>	106.05		
					+
	Extra over for overhaul beyond	<u> </u>	Rate		+
B2.2	10km for item B2.1.	m³/km	only		
D2.2					+
	Supply, spread and compact	<u> </u>	Į		+
B2.3	30mm Bedding Sand.	m <sup>3</sup>	21.21		
					+
	Supply, lay and compact				+
B2.4	interlocking pavers:		1		
	i) 80mm pavers	m²	637.00		+
					+
	ii) 60mm pavers	m <sup>2</sup>	70.25		
			ا <u> </u>		
	Supply and lay 0.5m domestic		1		
B2.5	curbs including excavation,		!		
	concrete bedding, jointing,		1		
	haunching, backfilling, behind curb		1		
	and paintng in alternate black	┼───┤	Į		+
	and white PVA, two coats.	m	210.00		
	Supply and lay mountable curbs		ļ		
B2.6	including excavation, concrete		1		
<u>_</u>	bedding, jointing, haunching,				+
	backfilling, behind curb	m	7.50		
	buokining, berning tang			<u> </u>	i

#### PART II PROCURING ENTITY'S REQUIREMENTS

			<del> </del>	
		,l	l	
	Parking bay markings as directed	, <u> </u>		1
B2.7	on site	,l		1
	i) white undercoat paint	m²	12.40	· · · · · · · · · · · · · · · · · · ·
	ii) white reflectorised paint	m²	12.40	· · · · · · · · · · · · · · · · · · ·
		, <u> </u>	I I	
	Supply and lay concrete slabs for	,	,	1
B2.8	wheelchair ramps including	,l	ı	
	concrete jointing.	m²	8.70	
		 	ı	
B3	STORMWATER DRAINAGE		<u>⊢</u>	<u> </u>
	- Curply and lay	, <b></b>		<u>                                      </u>
	Supply and lay 600x325x100mmH precast	, I	1	1
B3.1	concrete dished drains	, I	1	1
	including excavation, concrete	, <del></del> †	<del> </del>	r
	bedding, jointing, haunching	m	8.00	1
		, <del></del> †	t	r
	Supply and lay	,†	it	r
	600x400x100mmH precast	, I	ı	1
	concrete dished drains	, I	1	1
	including excavation, concrete	, <u> </u>	I I	
	bedding, jointing, haunching	m	22.00	
		,l		·
	Allow for exacavation of	,		
B3.2	stormwater brick drains	m <sup>3</sup>	30.00	
	Τ	l	Ē. J	
	Supply and lay G25 concrete for	, <u> </u>	1	1
B3.3	brick stormwater drain footing	m³	5.94	ļ
		<u> </u>	Ļ]	ļ
	Supply bricks and mortar and	, I	1	1
B3.4	construct stormwater drain walls	]	<b>↓</b>	<b>↓</b>
	including 50mm weepholes at	, <u> </u>		1
	3m c/c	m²	60.00	<u> </u>
	Supply and lay perforated	, <b></b>	<del> </del>	
	concrete drain covers for brick	, I	1	
B3.5	drain	m	60.00	
		, <del></del> †		
	Supply 15mm thick 1:3	, —†	i †	[
B3.6	cement/sand plaster for drain	, _	ı _!	I
	(1:3 Cement/Sand)	m³	1.00	

#### PART II PROCURING ENTITY'S REQUIREMENTS

B4	BOLLARDS			
B4.1	Excavate footing for Bollards	m <sup>3</sup>	1.00	
	Supply and construct 3000psi.			
B4.2	concrete footing for Bollards	m <sup>3</sup>	1.10	
	Supply and install 100mm steel			
B4.3	Bollards with concrete filling	no	7.00	 
	TOTAL CARRIED TO SUMMARY			
		1		

#### COST ESTIMATES FOR CIVIL WORKS

SECTION	DESCRIPTION		AMOUNT(US\$)
BILL A	ROADS AND STORMWATER		
	ADD 14.5% VAT		
	SUBTOTAL		
	Add 10% Contigency		
	TOTAL ESTIMATE		

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	
		Grand Total	

PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

PART II PROCURING ENTITY'S REQUIREMENTS

## **Bid-Securing Declaration**

*(The Bidder must fill in this Form in accordance with the instructions indicated, where it has been stated in the Bidding Procedures that a Bid-Securing Declaration is a requirement of bidding}.* 

Procurement Reference number:

Date:

.....[date (in day, month and year format)]

Bidder's Reference Number:

To: {full name of Procuring Entity}

We, the undersigned, declare that:

We understand that, according to the terms and conditions of your bidding documents, bids must be supported by a Bid-Securing Declaration.

We accept that we may be debarred from being eligible for bidding for any contract with a Procuring Entity in Zimbabwe for a period of time to be determined by the Authority, if we are in breach of our obligation(s) under the bidding conditions, because:

- (a) we have withdrawn our Bid during the period of Bid validity; or
- (b) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, we fail or refuse to execute the Contract.

We understand this Bid Securing Declaration will expire if we are not the successful Bidder, either when we receive your notification to us of the name of the successful Bidder; or twenty-eight days after the expiration of our Bid, whichever is the earlier.

Signed		Name:	
In capacity of:	Date:		(DD/MM/YY) Duly authorised
for and on behalf of:			
Company			
Address:			
Corporate Seal (where appropriate)			

*{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.}* 

PART II PROCURING ENTITY'S REQUIREMENTS

#### **Declaration by the Accounting Officer**

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

.....

J. Manzou

Accounting Officer

PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

PART III CONTRACT

## PART 3 CONTRACT

PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

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.

PART III CONTRACT

### **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:       [insert the name, address and contact details of Contractor].	
<b>1.1</b> ( <b>q</b> )	The Intended Completion Date for the Whole Works is:         [insert the period of duration of the contract]	
<b>1.1</b> (t)	The Procuring Entity is:         [insert the name, address and contact details of the Procuring Entity]	
1.1(v)	<b>The Project Manager is:</b>	
1.1(w)	The Site is located at: [insert the exact location of the project site].	
1.1(z)	The Start Date shall be:   [insert the exact start date of the contract].	
1.1(cc)	The Works consist of:	
	[insert a brief description of the Works that the Contractor will construct, install and turn over to the Procuring Entity]	

#### PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

PART III CONTRACT

2.2	The documents that form part of the Contract shall be following:
	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), and
	h. any other documents submitted by the Contractor forming part of the Contract.
	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

GCC reference	Special Conditions
	clarification.
2.3	The Contract is a: [insert admeasurement contract or lump-sum contract]
3.1	<b>The Language of the Contract is English.</b> The Law governing the Contract is that of the Republic of Zimbabwe.
4.1	The Project Manager's decision shall be limited to the following:
	<ul> <li>(a) issuing a variation order equal to 15% of the Initial Contract Amount in accordance with GCC Sub-clause 29.1(b);</li> </ul>
	<ul> <li>(b) adjusting the Contract Price by up to 10% of the Contract Amount when a Compensation Event causes additional cost in accordance with GCC Subclause 33; and</li> </ul>
	(c) any consequent extension of time that should be issued under (a) and (b).
	On circumstances that exceeded the aforementioned limits, prior approval of the Procuring Entity is required.
	[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.]

#### PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

PART III CONTRACT

7	<ul> <li>7.1 The limit of subcontract is: [state a percentage if required; if subcontracting is not applicable, please delete].</li> <li>If subcontracting is allowed, this shall not diminish or affect the contractor's responsibility for fulfilling its obligations under a Contract</li> <li>7.2 The Schedule of Other Contractors is: [insert the schedule of other contractors as applicable]</li> </ul>
10.1	The minimum insurance amounts and deductibles shall be:
	(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:
	(i) of the Contractor's employees: <i>[insert currency and amount]</i> .
	(ii) of other people: <i>[insert currency and amount]</i> .
11.2	The data on Site are outlined in the following documents:
	[insert any documents provided by Procuring Entity that relates to site data. If there is none, please delete]
16.1	The Site Possession Date shall be: [insert location(s) and date(s)]

GCC reference	Special Conditions	
19.1	The Contractor shall submit a Program for the Works within 14 days after the date of the Letter of Acceptance.	
19.3	No program updates shall be required unless specifically requested by the Project Manager of the Procuring Entity.	
	[If program updates are required, amend to the following text and insert SCC 19.3]	
	The Contractor shall submit for approval an updated Program for the Works within 14 days from the date of any change made to the Contract.	
26.1	The Defects Liability Period is: [insert number] months.	
	[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]	
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 [State any arrangement under which the Contract Price may be adjusted or delete if inapplicable.]	

#### PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

PART III CONTRACT

35.1	The retention shall be [State percentage to be retained, normally five percent (5%) of each payment certificate].
36.1	The Liquidated Damages shall be per day of delay [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].
	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
	[A <b>Bank Guarantee</b> 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.]
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 applicable Fee or delete</i> .
46	<b>46.1</b> The date to supply "as-built drawings and/or operating manuals shall be within 14 days following issue of Completion Certificate.
	<b>46.2</b> The amount to be withheld shall be [normally 0.01 percent of the Contract amount per day of delay or any appropriate amount] per day of delay.

GCC reference	Special Conditions	
49.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is <i>[insert percentage]</i> .	

#### PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

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**

LETTER OF ACCEPTANCE	39
CONTRACT AGREEMENT	40
PERFORMANCE SECURITY	42
ADVANCE PAYMENT SECURITY	43

PART III CONTRACT

#### LETTER OF ACCEPTANCE

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

To:

Г

[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:	[insert signature of authorised person]
Name:	[insert complete name of person signing]
In the capacity of:	[insert legal capacity of person signing]
Duly authorized to sign the letter of acceptance for and on behalf of	[insert complete name of Procuring Entity]
Date:	day of

Attachment: Contract Agreement

PART III CONTRACT

#### **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.

#### PART III CONTRACT

1

5. The Procuring Entity hereby agrees to pay the Contractor, in consideration for the execution and completion of the Works and the remedying of any defects in them, the Contract Price or such other sum as may become payable under the Contract at the times and in the manner prescribed by the Contract.

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

#### For and on behalf of the Procuring Entity

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

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

[*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:	[Title or other appropriate designation]

Signed:	
Name of member:	
In the capacity of:	[Title or other appropriate designation]

PART III CONTRACT

#### **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:

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

This guarantee shall expire, no later than the ..... day of ..........,  $2^2$ , 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.

<sup>&</sup>lt;sup>1</sup> 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.

 $<sup>^{2}</sup>$  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.

PROCUREMENT REFERENCE NO: MOFAIT/DCB/WKS/06/23

#### PART III CONTRACT

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

Note –

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

#### **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.]

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]<sup>1</sup> (...... [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.

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 ......<sup>2</sup>, 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.

.....

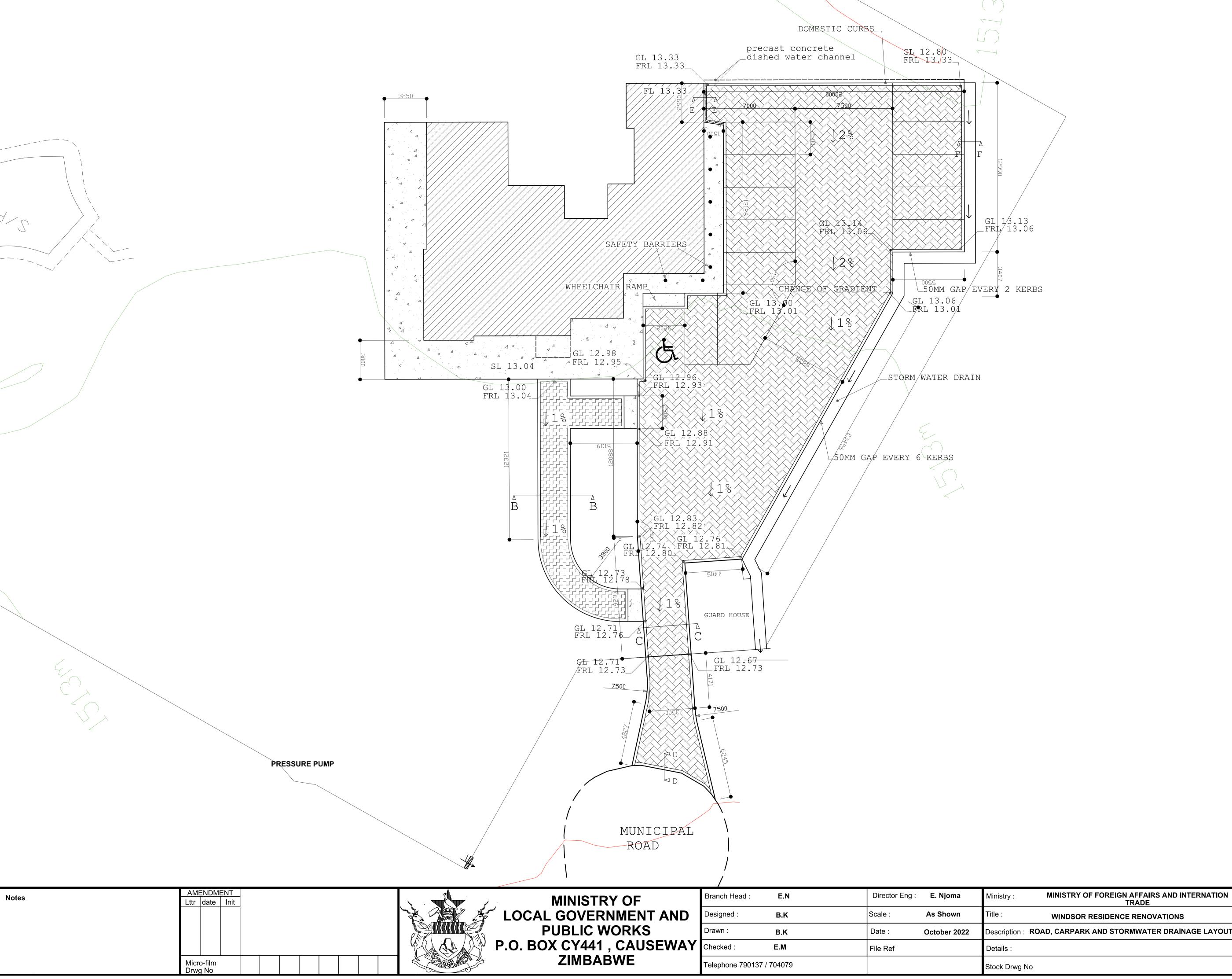
[Seal of Bank and Signature(s)].....

PART III CONTRACT

#### 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.

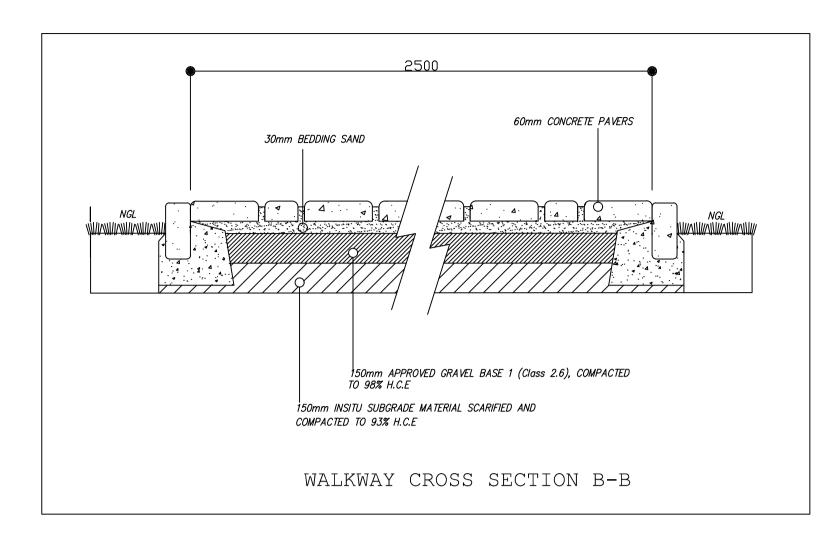
2 Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing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

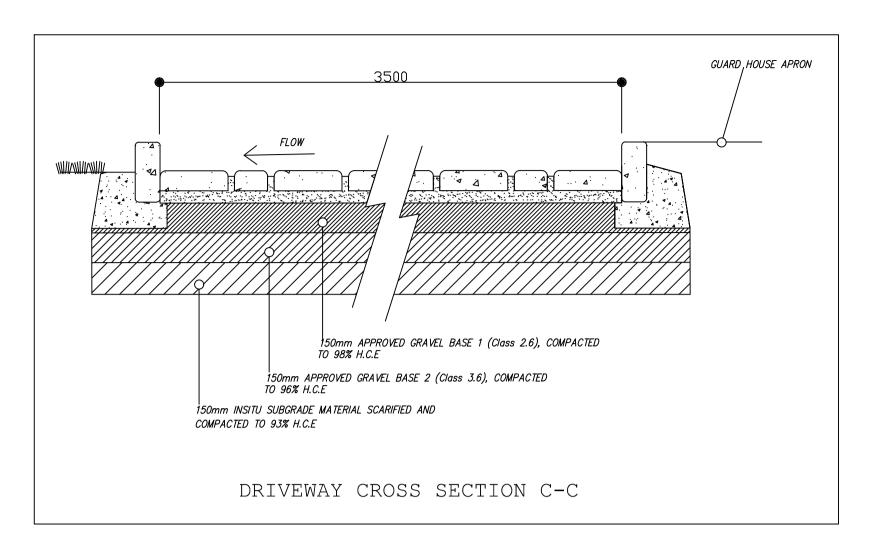


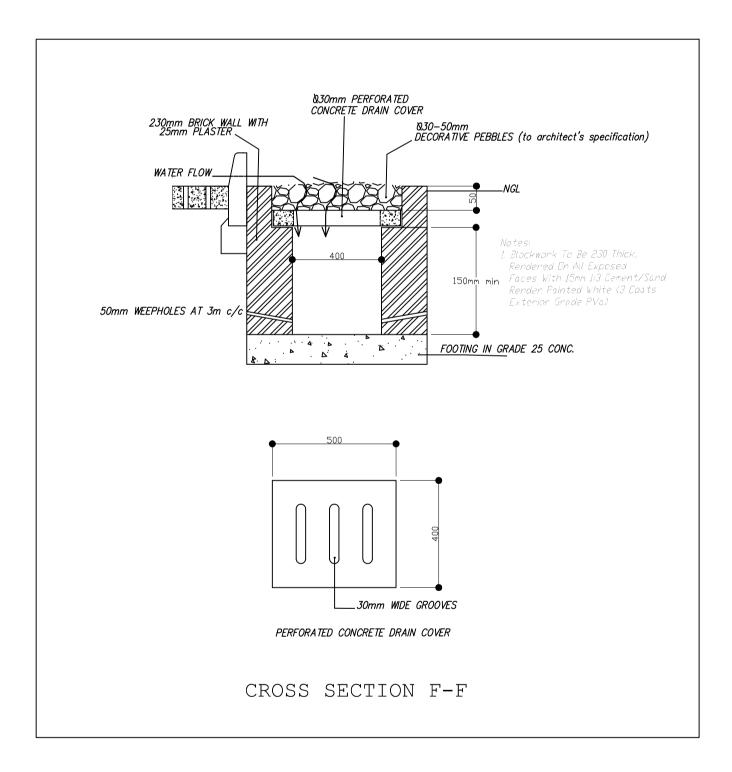
, CARPARK AND STORMWATER DRAINAGE LAYOUT							
G.P. No	Project No						

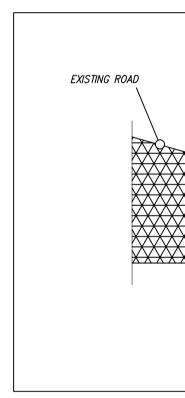
HARARE

Centre :

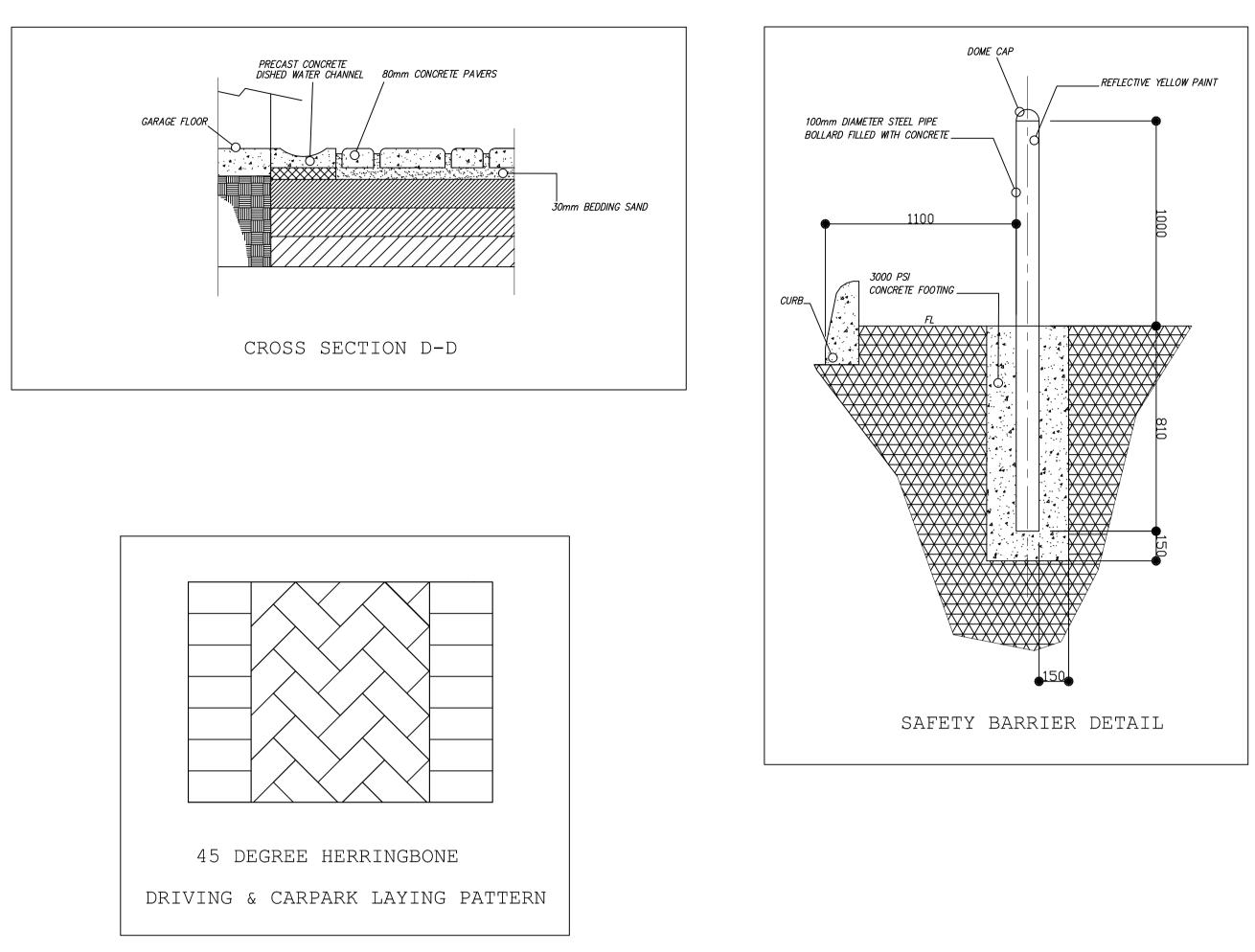


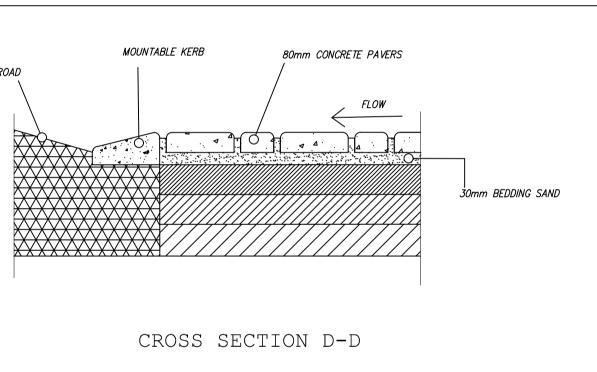


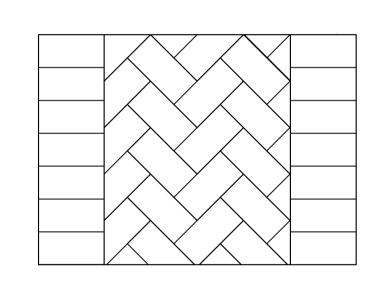


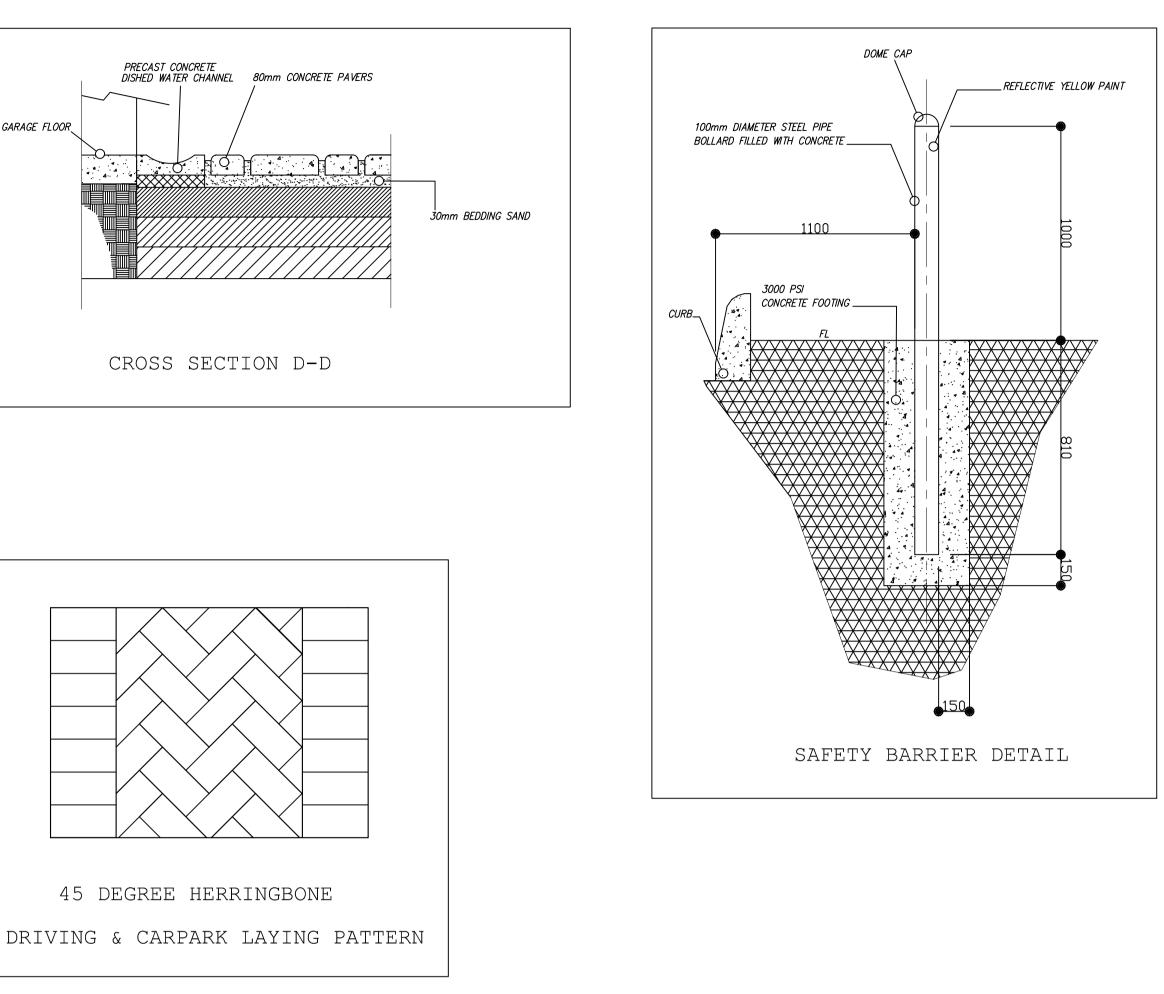


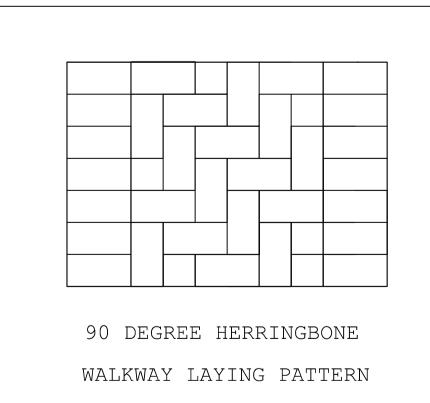
Notes	<u>AME</u> Lttr	ENDMI date	<u>ENT</u> Init	LOC P.O.
	Micro Drwg	D-film g No		











MINISTRY OF	Branch Head :	E.N	Director Eng : E. Njoma	Ministry :	MINISTRY OF FOREIGN AFFAIRS AND INTERNATION TRADE	Centre :	HARARE
OCAL GOVERNMENT AND	Designed :	В.К	Scale : As Shown	Title :	WINDSOR RESIDENCE RENOVATIONS		
PUBLIC WORKS	Drawn :	B.K	Date : September 2022	Description	: ROAD, CARPARK AND STORMWATER DRAINAGE DETAILS		
D. BOX CY441 , CAUSEWAY	Checked :	E.M	File Ref	Details :			
ZIMBABWE	Telephone 790137 / 704079				Stock Drwg No		Project No

