

INSTALLATION OF 10KV SOLAR SYSTEMS

PROCUREMENT REFERENCE NO: COB/WKD/48C/02/2025



CITY OF BULAWAYO

**INSTALLATION OF 10KV SOLAR
SYSTEMS**

PROCUREMENT REFERENCE NUMBER

COB/WKD/48C/02/2025

FEBRUARY 2025

INSTALLATION OF 10KV SOLAR SYSTEMS

PROCUREMENT REFERENCE NO: COB/WKD/48C/02/2025

INSTALLATION OF 10KV SOLAR SYSTEMS

Procurement Reference Number; COB/WKD/48C/02/2025

Procuring Entity: City of Bulawayo

Date of Issue: 28 February 2025

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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 [Chapter 22:23] 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.

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Preparation of Bids

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

1. Bid Submission Sheet in this Part 1;
 2. Priced Bill of Quantities (BoQs) or Schedule of Activities (in Part 2)
 3. Registration with PRAZ on the following **categories**;
 - **G/S/004 [Solar Panels and Accessories]**
 - **G/E/001 [Electrical Products: Cables, and Materials, Power Back Up Equipment, Transformers, Standby Generators, Consumables, and Accessories]**
 4. A bid securing declaration in the format specified in this Part;
 5. A copy of registration with the Engineering Body
 6. Copies of original documents defining the constitution or legal status, place of registration and principal place of business i.e.
 - Certificate of incorporation
 - CR 6 Form
 - CR 14/CR5 Form fully showing list of directors and their addresses
 - Valid Tax Clearance Certificate
 - Valid NSSA Clearance Certificate
 - VAT Registration
 7. Financial statements for the last three [3] years
 8. **Trade references letters from three [3] clients whom you have conducted related business for the last three [3] years with a minimum value of USD6,000.00**, in the letterhead of the current and or previously serviced client stating;
 - i. Name of client;
 - ii. Contact person indicating position and contact details;
 - iii. Description of the relevant service rendered, indicating whether the quality of work was satisfactory or not
-

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- iv. Value of contract
- v. Dates of engagement

9. **Submit a declaration showing current status on the following;**

- (i) Business as a going concern, or is solvent, bankrupt or is being wound up.
- (i) Under law of any country, the business activities have not been suspended
- (ii) Under law of any country legal proceeding have been instituted to sequester or wound up the business or place the bidder under receivership.
- (iii) Any of the directors have not been convicted under the laws of any country for dishonesty or any other offence in the period of five years before their appointment for which a term of imprisonment without the option of a fine has been imposed, whether or not that option of a fine has been suspended.
- (iv) Bidder has no conflict of interest in relation to the subject of the procurement.

Participation in this bidding procedure is open to Zimbabwean bidders only

You are advised to fully read the Bidding Document for complete familiarization, as well as the Special Conditions of Contract in Part 3, before preparing your response online. Contract is provided not for completion at this stage but to enable Bidders to note the Contract terms they will enter into if their Bid is successful. The standard forms in this document may be downloaded or retyped for completion but the Bidder is responsible for their accurate reproduction.

Lots and Packages

The requirement may be divided into lots and packages, if indicated in Part 2, Statement of Requirements. Bidders may bid for any number of lots

Number of bids allowed

No Bidder may submit more than one bid, either individually or as a joint venture partner in another Bid. 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 or as a director in any of the competing bidders.

Clarification of Bids

Clarification of the bidding document may be requested in writing by any Bidder on or before **21 March, 2025** and should be sent to <https://egp.praz.org.zw>

Tender briefing

A Non Compulsory tender briefing will be held on the 10th of March, 2025 at the Municipal Offices, City Hall Building, Upper Foyer, Bulawayo at 10:00Hrs.

Validity of Bids

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

In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with Part 1- Bidding Procedures, the Bidder granting the request shall also extend the bid security in line with the extended Bid validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

Submission of Bids

Bid Documents are obtainable on the Electronic Government Procurement System <https://egp.praz.org.zw>

Completed bids must be submitted on the Electronic Government Procurement System <https://egp.praz.org.zw> on or before 10:00am of the due date.

The Procuring Entity reserves the right to extend the bid submission deadline but will notify all potential bidders through the e-GP system of the amended bid submission deadline.

Date of deadline: **04 April ,2025**

Deadline
Time: 1000hrs

Means of acceptance: of Completed bids must be submitted on the Electronic Government Procurement System <https://egp.praz.org.zw>

Bid opening

Bid open will take place online.

Withdrawal, amendment or modification of Bids

A Bidder may withdraw, substitute, or modify its Bid after it has been submitted through the e-GP system.

Time of Commencement

The commencement period expected is to be shortly from the date of contract signing.

Time for Completion

The time for completion of the Works is **60 Days** which is the Intended Time for Completion in GCC 43 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,

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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.

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

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

Currency

Bids should be priced in United States Dollar [USD]. The currency of evaluation will be USD

Bid Securing Declaration

The Bidder must include a “Bid-Securing Declaration” using the form included in Part 2. Any bid not accompanied by a Bid Security or Bid Securing Declaration, where this is a requirement of bidding, will be rejected by the Procuring Entity as non-responsive.

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:

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.

Review by the Special Procurement Oversight Committee

Section 54 of the Act provides for review by the Special Procurement Oversight Committee [SPOC] for certain especially sensitive or especially valuable contracts. This tender will be not be reviewed by SPOC.

Domestic Preference

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

- (a) Preference to be given to women-owned businesses Will be [5%]
- (c) Eligibility for the margin of preference will be based on the following factors
 - 100% ownership by women

Subcontracting

Maximum sub-contracting is 30%.

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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.

•

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.

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Bid Authorised By:

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

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Qualification Criteria

Factor	Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
<p><i>1. Financial Resources</i></p>	<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. <i>(for determination of cashflows required, use the formula: $t/ct \times bv$ where: t = time taken to clear and pay a certificate, ct = project duration, bv = bid value.</i> <i>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)</i></p>	<p>Must meet requirement</p>	<p>Must meet requirement</p>	<p>Must meet _____ percent (____%) of the requirement</p>	<p>Must meet _____ percent (____%) of the requirement</p>	<p>Form 3</p>

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Factor	Experience					<i>Documentation Required</i>
<i>Sub-Factor</i>	<i>Criteria</i>					
	<i>Requirement</i>	<i>Bidder</i>				
		<i>Single Entity</i>	<i>Joint Venture, Consortium or Association</i>			
		<i>All partners combined</i>	<i>Each partner</i>	<i>At least one partner</i>		
1. General Experience	Experience as Contractor, in at least three (3) contracts within the last three (3) years, each with a value of at least USD 6,000.00 that have been successfully and substantially completed and that are similar to the proposed Goods and Related Services. The similarity shall be based on the physical size, complexity, methods/technology	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	<ul style="list-style-type: none"> • Reference letters from Clients

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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 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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PQ Form 2. Annual Turnover (Previous year)

Bidder's Legal Name: _____
JV Partner Legal Name: _____

Date: _____
Bidding No.: _____
Page _____ of _____ pages

Year	USD
2023	
2022	
2021	

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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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pq FORM 4. Experience

General Experience

Bidder's Legal Name: _____
 JV Partner Legal Name: _____

Date: _____
 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:	_____
_____	_____	_____	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

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PQ Form 5. Specific Experience

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bidding No.: _____

Page _____ 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	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
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:	_____		

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PQ Form 5a. Specific Experience (cont.)

Bidder's Legal Name: _____

Page _____ of _____ pages

JV Partner Legal Name: _____

Similar Contract No. <i>__[insert specific number]</i> of <i>__[insert total number of contracts]</i> 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	_____

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PART II

PROCURING ENTITY'S REQUIREMENTS

PART 2: PROCURING ENTITY'S REQUIREMENTS

Scope of Works

Procurement Reference Number: COB/WKD/48C/02/2025

Brief Description of Works

Technical Specifications

Item Number	Item	Item Description	Item Specifications	Quantity
1	10kW Single Phase Parity Inverter (Bi-Directional)	Inverter	10kW, single phase, bi-directional	1
2	5kW Lithium Battery	Battery	5kWh total energy capacity, lithium technology 100Ah / 48Vd.c	3
3	550W PV Module	PV Module	550W, Jinko brand (P-type monocrystalline) Pmax: 530W ; Vmp: 40.56W; Imp: 10.07A ; Voc: 49.26V Isc: 13.71A	16
4	3 Pole 160A Battery Disconnecter & 160A Fuse	Disconnecter/Fuse	3 pole, 160A rating	1
5	63A Din Changeover Switch	Switch	63A DIN rated	1
6	Galvanized Solar Struts/m	Solar Strut	Galvanized Solar Struts/m	39
7	2 in 1 550V Lightning Surge Protector Combination Box	Surge Protector	550V, 2-in-1 design	1
8	6mm Solar Cable (Black & Red)	Solar Cable	6mm cable, black & red, per meter	100
9	75 x 75 Trunking	Trunking	75 x 75 mm dimensions	1

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PART II

PROCURING ENTITY'S REQUIREMENTS

Price Schedule

Item No ¹	Description of Goods	Quantity ²	Unit Price ³ [to be provided by the Bidder]	VAT [to be provided by the Bidder]	Total Price vat [inclusive] ⁴ [to be provided by the Bidder]
1	Supply, Delivery and Installation of 10KV Solar System	1			

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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.}

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PART II

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Declaration by the Accounting Officer

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

Signed

CHRISTOPHER DUBE [TOWN CLERK]

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PART III CONTRACT

CONTRACT AGREEMENT

Procurement Reference: COB/WKD/48C/02/2025

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.
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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PART III CONTRACT

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

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]*

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PART III CONTRACT

PART 3 CONTRACT

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General Conditions of Contract

[NAME OF PROCURING ENTITY]

GENERAL CONDITIONS OF CONTRACT

FOR THE

PROCUREMENT OF NON-COMPLEX WORKS

November 2018

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GENERAL

1. Definitions

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

- “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- “Activity Schedule” means a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract.
- “Adjudicator” means the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in Clause 18.
- “Bill of Quantities” means the itemized list of materials, parts and labour required for the construction, installation, testing and commissioning of the Works in an admeasurement contract.
- “Clause” and “Sub-Clause” mean a clause or sub-clause, as the case may be, of these General Conditions of Contract.
- “Compensation Event” means an event described in Clause 33.
- “Contract” means the Contract between the Procuring Entity and the Contractor to execute and complete the Works and to remedy any defects, and includes the Contract Documents.
- “Contract Documents” means the documents listed in the Contract or incorporated by reference in the Contract, and all attachments and appendices to those documents as well as any amendments to them.
- “Contractor’s Bid” means the completed Bid submitted by the Contractor to the Procuring Entity.
- “Day-works” means varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.
- “Defect” means any part of the Works not completed in accordance with the Contract.
- “Defects Liability Certificate” means a certificate issued by Project Manager upon correction of defects by the Contractor at the conclusion of the Defects Liability Period.
- “Defects Liability Period” means the period stated in the SCC pursuant to Clause 26.1 and calculated from the Completion Date.

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- “Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by or on behalf of the Procuring Entity in accordance with the Contract, and includes calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- “Equipment” means the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
- “General Conditions of Contract”, hereinafter referred to as GCC, means the conditions set out in this document.
- “Intended Completion Date” means the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC.
- “Materials” means all supplies, including consumables, used by the Contractor for incorporation in the Works.
- “Plant” means any integral part of the Works that have a mechanical, electrical, chemical, or biological function.
- “Project Manager” means the person named in the SCC who is responsible for supervising the execution of the Works and administering the Contract, and includes any other competent person appointed by the Procuring Entity and notified to the Contractor to replace the Project Manager.
- “Site” means the area defined as such in the SCC.
- “Site Investigation Report” means a factual and interpretative report, included in the Bidding Documents, about the surface and subsurface conditions at the Site.
- “Special Conditions of Contract”, hereinafter referred to as “SCC”, means the conditions attached to the Contract Agreement, which shall govern the Contract and shall prevail over these General Conditions of Contract.
- “Specification” means the Specification of the Works included in the Contract, including drawings, diagrams and Bills of Quantities and any modification or addition made or approved by the Project Manager.
- “Start Date” means the date specified in the SCC as the latest date on which the Contractor shall commence execution of the Works.
- “Subcontractor” means a person or entity to whom/which the Contractor subcontracts any part of the Works, including work on the Site.
- “Temporary Works” means works designed, constructed, installed and removed by the Contractor, which are needed for construction or installation of the Works.
- “Works” means the Construction work, as defined in the SCC, which the Contractor is required by the Contract to construct, install and turn over to the Procuring Entity.

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2. Interpretation

- 2.1 The Contract shall be read as a whole. The Contract and the Contract Documents (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 2.2 The headings and titles of these GCC shall not limit, alter or affect the meaning of the Contract.
- 2.3 In these GCC, unless the context otherwise requires:
 - (a) the singular includes the plural and *vice versa*;
 - (b) words indicating one gender include all genders.
- 2.4 The Project Manager may clarify the meaning of the provisions of the GCC and, subject to the provisions of these GCC relating to the resolution of disputes, the Project Manager's clarifications shall be binding on the Parties unless altered or corrected by mutual agreement of the Parties.
- 2.5 The documents listed in the SCC shall form part of the Contract.
- 2.6 The type of Contract shall be as defined in the SCC, and:
 - (a) in the case of an Admeasurement Contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities shall be used to calculate the payment due to Contractor based on the actual quantities accomplished. The Contractor shall be paid for the quantity of the works accomplished at the rate in the Bill of Quantities for each item as certified by the Project Manager; and
 - (b) in the case of a Lump Sum Contract, the Works shall be carried out for an all-inclusive fixed total amount based on the Priced Activity Schedules. Works shall not be measured for payment but be based on estimated percentage of works accomplished against the Contract Price.

3. Language and Law

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

4. Project Manager's Decisions

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

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5. Delegation

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

6. Communications

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

7. Subcontracting and Other Contractors

7.1 Unless otherwise indicated in the SCC, the Contractor shall not subcontract any part of the Works.

7.2 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors set out in the SCC.

8. Personnel and Equipment

8.1 The Contractor shall employ the Key Personnel and use the equipment identified in its Bid to carry out the Works but may use other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

8.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site immediately and has no further connection with the Works.

8.3 All costs associated with the removal and replacement of Contractor's personnel or equipment from the Site shall be borne by the Contractor.

9. Procuring Entity's and Contractor's Risks

9.1 The Procuring Entity carries the risks which the Contract states are Procuring Entity's risks, and the Contractor carries the risks which the Contract states are Contractor's risks.

9.2 From the Start Date until the Defects Liability Certificate has been issued, the following are the Procuring Entity's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:

(i) use or occupation of the Site for the purpose of the Works, which is the unavoidable result of the Works; or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.

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- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed;
- (c) From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Procuring Entity's risk except loss or damage due to:
 - (i) a Defect which existed on the Completion Date,
 - (ii) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
 - (iii) the activities of the Contractor on the Site after the Completion Date.
- (d) From the Start Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

10. Insurance

- 10.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, and shall cause any Subcontractors to take out and maintain, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and terms and conditions stated in the SCC for the following events which are due to the Contractor's risks:
 - (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 10.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 10.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due to the Procuring Entity.
- 10.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager in writing.
- 10.5 Additional insurance shall be required to cover for any necessary works to correct the defects during the Defects Liability Period.
- 10.6 Both Parties shall comply with any conditions of the insurance policies.

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11. Inspection of Site

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

12. Contractor to Construct the Works

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

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

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

14. Safety and Security

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

15. Discoveries

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

16. Possession of the Site

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

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17. Access to the Site

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

18. Settlement of Disputes

- 18.1 The Procuring Entity and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 18.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual negotiation, then either the Procuring Entity or the Contractor may give notice to the other party of its intention to commence arbitration under the terms of the Arbitration Act [*Chapter 7:15*], as amended.
- 18.3 Notwithstanding any reference to arbitration herein:
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Procuring Entity shall pay the Contractor any moneys due the Contractor.

TIME CONTROL

19. Programme

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

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20. Extension of the Intended Completion Date

- 20.1 The Procuring Entity, on the recommendation of the Project Manager, shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 20.2 The Project Manager may revise the Intended Completion Date by issuing an extension of time or an acceleration order in accordance with this Clause.

21. Acceleration

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

22. Delays Ordered by the Project Manager

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

23. Management Meetings

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

24. Early Warning

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

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avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

QUALITY CONTROL

25. Identifying and Testing of Defects

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

26. Correction of Defects

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

27. Uncorrected Defects

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

COST CONTROL

28. Contract Price

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

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29. Changes in the Contract Price

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

30. Variations

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

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31. Payment Certificates

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

32. Payments

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

33. Compensation Events

- 33.1 The following shall be Compensation Events:
 - (a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date stated in the SCC.
 - (b) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

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- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed, before issue of the Letter of Acceptance, from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Procuring Entity do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects to the Contractor of any of the Procuring Entity's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 33.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 33.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If he or she considers the Contractor's forecast cost unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 33.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having co-operated with the Project Manager.

34. Taxes and Duties

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

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35. Retention

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

36. Liquidated Damages

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

37. Bonus

No bonus shall be paid under the Contract.

38. Advance Payment

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

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39. Performance Security

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

40. Day-works

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

41. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

42. Contract Administration Fee

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

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FINISHING THE CONTRACT

43. Completion

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

44. Taking Over

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

45. Final Account

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

46. Operating and Maintenance Manuals

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

47. Termination

- 47.1 After the occurrence of any of the events specified in this sub-clause, the Procuring Entity may terminate the Contract by giving the Contractor not less than thirty (30) days' written notice of termination (except in the event listed in paragraph (g) below, for which there shall be written notice of not less than sixty (60) days):
 - (a) the Contractor fails to remedy a defect or other failure in the performance of its obligations within thirty days of receipt of a notice or within such period otherwise agreed between the Parties in writing;
 - (b) the Contractor becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;
 - (c) the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

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- (d) the Contractor is unable, as the result of Force Majeure, to perform a material portion of the Works for a period of not less than sixty (60) days;
 - (e) the Contractor, in the judgement of the Procuring Entity, has engaged in a corrupt or fraudulent practice in competing for or in executing the Contract;
 - (f) the Contractor has been made the subject of a suspension or debarment sanction under section 74 (1)(c) (d) or (e) of the Regulations; or
 - (g) the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- 47.2 The Contractor may terminate the Contract, by not less than thirty (30) days' written notice to the Procuring Entity, upon the occurrence of any of the following events:
- (a) if the Procuring Entity fails to pay any money due to the Contractor pursuant to the Contract and not subject to dispute pursuant to Clause 18, within forty-five days after receiving written notice from the Contractor that such payment is overdue;
 - (b) if the Procuring Entity is in material breach of its obligations under the Contract and has not remedied the breach within forty-five (45) days, or such longer period as the Contractor may have subsequently approved in writing, following receipt by the Procuring Entity of the Contractor's notice specifying such breach;
 - (c) if the Contractor is unable, as the result of Force Majeure, to perform a material portion of the Works for a period of not less than sixty (60) days; or
 - (d) if the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause 18.
- 47.3 If either Party disputes whether an event specified in this Clause has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 18 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

48. Fraud and Corruption

- 48.1 If the Procuring Entity considers that the Contractor or a Subcontractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract, or has otherwise acted contrary to the obligations stated in section 72 of the Act, then the Procuring Entity may do either or both the following:
- (a) recommend to the Authority that the Contractor should be debarred under section 99 of the Act, in accordance with the procedures in Part XI of the Regulations;
 - (b) terminate the Contractor's employment under the Contract and cancel the contract, in which event Clause 47.1 shall apply as if such expulsion had been made under paragraph (e) of that clause.

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- 48.2 Should the Procuring Entity determine that any employee of the Contractor or of a Subcontractor has engaged in a corrupt, fraudulent, collusive, or obstructive practice during the execution of the Works, then the Contractor shall ensure the removal of the employee in accordance with Clause 8.
- 48.3 For the purposes of this Clause:
- (a) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to influence improperly the actions of another party;
 - (b) “fraudulent practice” means any knowing or reckless act or omission, including a misrepresentation, that misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (c) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of a party;
 - (d) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party in order to influence improperly the actions of a party;
 - (e) “obstructive practice” means:
 - (i) deliberately destroying, falsifying, altering or concealing evidence material to an investigation or making false statements to investigators in order to materially impede an investigation by the Procuring Entity, the Authority or a Government agency into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party in order to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (ii) an act intended to materially impede the exercise of the Procuring Entity’s inspection and audit rights provided for under Clause 17.1.

49. Payment Upon Termination

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

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50. Property

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

51. Release from Performance

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

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Special Conditions of Contract

Procurement Reference Number: COB/WKD/48C/02/2025

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

GCC reference	Special Conditions
	The Contractor is: _____ <i>[insert the name, address and contact details of Contractor].</i>
	The Procuring Entity is: City of Bulawayo Town Clerks Department Room 126 City Hall, Municipal Buildings Fife Street/ Leopold Takawira Avenue Bulawayo, Zimbabwe. e-mail: pmu@citybyo.co.zw
Bidding Procedures	The Start Date shall be after signing contract agreement
2.3	The Contract is a: Lump-sum Contract
3.1	The Language of the Contract is English. The Law governing the Contract is that of the Republic of Zimbabwe.
7	The limit of subcontract is: 30% If subcontracting is allowed, this shall not diminish or affect the contractor's responsibility for fulfilling its obligations under a Contract
10.1	Insurance to be taken out by the Contractor. The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Zimbabwe by the Contractor or its Personnel or any Sub-Contractor or their Personnel, (b) Third Party liability insurance, (c) professional liability insurance [Performance security]

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GCC reference	Special Conditions
	<p>(d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Contractor and of any Sub- Contractor, in accordance with the relevant laws of Zimbabwe, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Contractor in the performance of the Services.</p>
11.2	<p>The data on Site are outlined in the following documents:</p> <ul style="list-style-type: none"> • Survey report • Bill of Quantities
19.1	The Contractor shall submit a Program for the Works within 7 days after the date of the Letter of Acceptance.
19.3	<p>No program updates shall be required unless specifically requested by the Project Manager of the Procuring Entity.</p> <p>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.</p>
26.1	The Defects Liability Period is: 12 months.
28	Contract Price: The contract price will be in United States Dollar [USD]
30	Price adjustments: Contract price may be varied subject to agreement by both parties.
32.1	<p>Payments shall be made promptly by the Procuring Entity after issue of a Payment Certificate, but in no case later than 30 days after submission of an invoice or request for payment by the Contractor, and after the Procuring Entity has accepted it.</p> <p>Currency of payment: payment will be in ZWG based on the interbank rate at the time of payment.</p>
35.1	The retention shall be 5% of the contract price
36.1	The Liquidated Damages shall be USD100.00 per day of delay The total liquidated damages (LD) shall not exceed 10% of the Contract Amount.
39.1	The Performance Security shall be in the form of a Bank Guarantee and in the amount of 10% the Contract Amount in the form of a <i>Bank Guarantee shall be unconditional</i>
Bidding Procedures	Contract Administration Fee: Successful bidders will be expected to pay Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations is before signing of the Contract.

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GCC reference	Special Conditions
43	The Intended Completion Date for the Whole Works is: 60 Days

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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 –

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.*

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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.*