



GOVERNMENT OF ZIMBABWE

MINISTRY OF TRANSPORT AND INFRASTRUCTURAL DEVELOPMENT

INVITATION TO BID: OUTPUT AND PERFORMANCE BASED CONTRACT

TENDER NO: MOTID CAPEX 770 OF 2025

42KM REGRAVELLING OF St JOSEPH SUNYETSEN ROAD:

Road Authority Address: *P.O. Box CY 595, Causeway, 14TH Floor, Office
Number 41, Kaguvi Building, Simon Muzenda Street /
Ahmed Ben Bella Avenue, Harare*

Phone: 0242 709850

E-mail: motidtenders@gmail.com, cc ikrutsito@motid.gov.zw
dambazaa77@gmail.com

Site Visit Date	Venue	Time	Closing date and time
11 DEC 2025 @13:00hrs	Matopo RDC Offices in Maphisa Town	13:00hrs	29 th December 2025 @11:00hrs

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1. DEFINITION OF TERMS

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

1.1 “Employer” is the Department of Roads in the Ministry of Transport and Infrastructural Development.

1.2 “Contractor” means the person whose tender has been accepted by the Ministry of Transport and Infrastructural Development and the legal successors in title to such person, but not (except with the consent of Employer) any assignee of such person.

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

1.4 “Engineer” means the Provincial Road Engineer Matabeleland South province or a person appointed by the Employer to act as Engineer for the purposes of the Contract and named as such in Part II of these Conditions.

1.5 “Engineer’s Representative” means a person appointed from time to time by the Engineer under Sub-Clause 2.2.

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

1.7 “Specification” means the specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 51 or submitted by the Contractor and approved by the Engineer.

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

1.9 “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender

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

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

1.12 "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.

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

1.14 "Commencement Date" means the date upon which the Contract is signed for by the Accounting Officer (or when Contractor receives the notice to commence issued by the Engineer pursuant to Clause 41).

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

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

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

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

1.19 "Retention Money" means the aggregate of all monies retained by the Employer pursuant to Sub-Clause 60.2(a).

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

1.21 "Final Payment Certificate" means the certificate of payment issued by the Engineer pursuant to Sub-Clause 60.8.

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

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

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

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

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

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

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

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

1.30 "Day" means calendar day.

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

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

2. INSTRUCTIONS TO BIDDERS

2.1 Type of Contract

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

2.2 Advance Payment

An agreed advance payment may be made to enable the Contractor to mobilise for commencement of the works, provided an acceptable bank guarantee is provided by the Contractor. It must not be more than 15% of the contract sum. Reimbursement will be done in from second and third claims equally.

2.3 Payments to the Contractor

The claim of the works shall be in US\$ and converted to ZIG at the prevailing RBZ auction mid-rate at the date of payment. The Payments to the Contractor shall be as in an agreed payment schedule, which would be based on the proportion of completed and approved work.

2.4 Retention of Payment

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

2.5 Variation in Price

There shall be no variation in contract price except:

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

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

2.6 Provision of Insurance

The Contractor shall provide insurance as required.

2.7 Performance Bond

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

2.8 Safety Health and Environment

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

2.9 Quality Assurance

The Contractor shall have an approved quality assurance scheme.

2.10 Inspection and Testing

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

2.11 Site Visit

There shall be a compulsory project visit on: 11/12/2025 Venue Matobo RDC Office in Maphisa Town @13:00hrs

2.12 Sources of Gravel

Potential sources of gravel may be indicated to the bidders during the site visit.

2.13 Alternative Method Statement

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

2.14 Contractor to Provide Resources

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

2.15 Disputes

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

2.16 Language

The language of this contract shall be English

2.17 Applicable law

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

2.18 Lot Limitation

- Bidders who have cancelled contracts with Ministry of Transport and Infrastructural Development program are excluded to participate in this tender.
- Award shall be limited to one lot per bidder as per this tender (however, bidders may participate in all lots)

2.19 Sub-Contracting

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

2.20 Scope Limitation

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

2.21 Programme of Work

The Bidder shall submit a programme of works for the project, matching with the project completion period stipulated in the Appendix to the Form of Tender, and indicating clearly the mobilisation period. The program of works shall be prepared in Ms Project in level 4.

2.22 Tax Clearance

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

2.23 Directors and Shareholders

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

2.24 Submission of Tenders

Tenders will be submitted via EGP Portal on or before 9 December 2025 at 1100hrs

2.25 Acceptance of Tender

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

2.26 Currency of Bid

The Bid shall be submitted in **United States Dollars** currency payable in ZIG using the prevailing auction rate from RBZ on the date of payment.

2.27 Bid Bond OR Bid Security.

Tender must be accompanied by a valid Bid Bond or Bid Security of USD 200.00.

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

Option 2: A certified Bank Cheque in the Department of Roads' name
Option 3: A Cash Deposit to the Procurement Regulatory Authority of Zimbabwe (PRAZ).

If option 3 is chosen, bidders must pay \$.00. For the Bid Security that shall be refundable at the end of the bidding period plus another \$.00 that shall be non-refundable for cash bid bond establishment fee in line with Part IV of the Procurement Regulations (SI5 of 2018) as amended.

NB. Bid Bonds from Insurance Brokers, Stockbrokers and Insurance Companies will NOT BE ACCEPTED.

2.28 Contract Administration Fees.

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

2.29 Queries.

If the bidder finds any obvious errors, doubtful or ambiguous descriptions or indistinct figures, he/she must inform the Provincial Road Engineer's Procurement Management Unit (PMU) Officer and have the same rectified. No liability whatsoever will be entertained by the Provincial Road Engineer in respect of errors due to the foregoing.

2.30 Prevention of Corruption

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

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

3 EVALUATION CRITERIA

3.1 Mandatory Administration Requirements

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

- i. Attach Attendance of compulsory site visit proof.
- ii. Undertaking for Provision of Insurance and Performance
- iii. Tax clearance certificate
- iv. Certificate of Registration in Civil Works in either CIFOZ, Local Government or ZBCA (Category B to H)
- v. CR14.
- vi. Bidders must confirm that they will pay Contract Administration fees to PRAZ upon winning the tender in line with PART V of the Procurement Regulations (S.I. 5 of 2018).
- vii. Bidders must submit, together with their bids, proof of payment of SPOC Administration fees.
- viii. Tender must be accompanied by a valid Bid Bond or Bid Security.
- ix. Bids shall remain valid for a period of 90 days from the closing date of submission of bids with an option of 30 days' extension. State bid validity period.

3.2 Mandatory Technical Requirements

Bidders shall be evaluated on the following technical requirements:

- i. Submission of valid method statement (Analysing the method statement for relevance to the project)
- ii. Submission of programme of works in Ms Projects Level 4.
- iii. Availability and adequacy of proposed staff: attach CVs of key personnel
- iv. Availability and adequacy of required equipment resources: Attach proof of ownership.
- v. Ability to carry out the project (attach relevant previous experience)
- vi. Proof of financial strength (either attach audited financial statements for the past 1 year OR Credit facility equivalent to a third of the bid sum from a Commercial Bank)
- vii. Submission of undertaking for successful execution of trial sections that may be required.

4. TENDER AWARD

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

The award will take into account:

- i. Mandatory Administrative requirements.
- ii. Mandatory Technical Requirements.
- iii. Price.
- iv. Lot limitation Clause 2.18

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

5. CONDITIONS OF CONTRACT

5.1 General Conditions of Contract

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

6. SPECIFICATIONS

6.1 Standard Specifications

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

6.2 Particular Specifications

DOR Manual Part F: Construction

DOR Manual Part P: Materials Specifications

DOR Manual Part H: Construction Contracts

DOR Manual Part N: Materials Testing

DOR Manual Part D: Survey

DOR Manual Part G: Costing

Zimbabwe General Conditions of Contracts [ZGCC 4]

SHEQ Guidelines and Policy

Government of Zimbabwe Laws

7. SCOPE STATEMENT

Road routine maintenance works of St Joseph Sunyetsen have to be carried out on our road in Matabeleland South Province. The road stretches for 42km and various works need to be done as defined in the schedule of works output attached.

8. PROGRAMME OF WORKS

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

ANNEX 1A: APPENDIX TO FORM OF TENDER

Item	Clause	Detail
Minimum amount of Third-Party Insurance	23(2)	US\$ 2 000.00
Time within Works to be commenced after order	41	14 days
Time for Completion	43	60 Days (Please indicate)
Liquidated damages	47	0.02% of Contract sum per day
Period of Maintenance	49	No maintenance period
Percentage of Retention Money	62	10% of each IPC
Limit of Retention Money	62	5% of Contract Sum
Minimum Amount of Interim	62	<u>40% of contract sum</u>
Certification by the Engineer	64	
Time within which payment to be made after certification by the Engineer	62	30 days

Signature.....
.....

ANNEX 2: OUTPUT AND PERFORMANCE SCHEDULE

LOT 1: MAPHISA MPHOENG ROAD

ST JOSEPH-SUNYETSEN ROAD MAINTANANCE WORKS BOQ

ITEM	Description	Unit	Output	Cost US\$
1	Provision of Insurance	LS	1	
2	Provision of Performance bond	LS	1	
3	Contractor's General Obligations, plant and materials mobilisation, demobilisation and Site Establishment	LS	1	
4(i)	Provision of Engineer's Requirements	PC Sum	1	50,000.00
(ii)	Allow for Profit and attendances	%		
	EXPECTED OUTPUT AND PERFORMANCE			
5	Road formation and re-gravelling- Rip, Haul, Dump, scarify, mix, water, and compact gravel to 90% Mod AASHTO, backfilling, shaping all side and mitre drains (<i>Engineer to identify areas of concern</i>)	km	42	
6	Bush clearing within road servitude	km	42	
7	Culvert repairs, haunching, and clearing including erosion protection works	No.	4	
8	Construction of new culverts	No.	15	
9	Construction and repair of drifts	No.	36	
10	Erection of new road signs	No.	5	
SUB TOTAL 1				
Add: 5% Contingency				
SUB TOTAL 2				
Add: 15% VAT				
GRAND TOTAL				

ANNEX 3A : FORM OF TENDER

**RE: St JOSEPH- SUNYETSEN ROAD ROUTINE MAINTENANCE WORKS
PROJECT**

To:

Sir;

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

US\$.....

(In Words).....

.....

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

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

Messrs.....

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

4. Unless and until a formal agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. Provided that should the Performance Bond or Guarantee mentioned above have not been obtained by us or should all the provisions of the Conditions of Contract relating to Insurances not have been complied with by us within 14 days of the date of the acceptance by you of this bid, then you should have the right to cancel the Contract. On your so cancelling the Contract, the Contract shall become entirely null and void.
6. We understand that you are not bound to accept the lowest or any bid you may receive.

We are Sir,

Yours faithfully,

Signature:

Name:
....

Address:

.....
.....

.....

Date:

ANNEX 4A : PROPOSED KEY STAFF

Please provide the following personnel statistics.⁷

Item	Designation	Minimum Years of Engineering Experience (post-graduate)	Minimum number of relevant / similar projects in the last 15 years	Minimum Professional Qualifications
1	Site Foreman	1 Or 3	1 Or 3	National Certificate in Civil/Quantity Surveying/Construction management OR Proof of on-the-Job training on road construction
3	Earthworks Foreman	2 OR 6	2 Or 6	Certificate in construction or engineering qualification OR On the job training

- NOTE: 1. A summary of the work experience of each key Staff member shall be attached
 2. The incumbent shall append availability and confirmation to the post by signing on the C.V

ANNEX 5A : EXPERIENCE RECORD

Please complete a table below to summarize the major relevant projects related to this contract carried out by the legal entity making this application. The contractor must have completed at least three projects with similar work.

NAME OF CONTRACT	VALUE (USD\$) ¹¹	NAME OF CLIENT	NAME OF CONSULTANT/ENGINEER IN CHARGE OF SUPERVISION	VALUE OF WORKS STILL TO BE COMPLETED	SCHEDULES COMPLETION DATE
TOTAL VALUES					

*Value in US dollar using exchange rate prevailing 7 days before original due date

ANNEX 6A: CONSTRUCTION PLANT

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

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

ITEM	PLANT DESCRIPTION	CAPACITY	QUANTITY	REMARKS
1.	Motorized graders	140G or equivalent power	1	
2.	Tracked tractor/ Excavator/TLB	≥ D4/12 tonner/	1	
3.	Tip trucks	≥10 m ³	1	

ANNEX 7A : UNDERTAKING FOR PROVISION OF PERFORMANCE BOND OR GUARANTEE

THIS IS TO CERTIFY THAT

I/WE

of.....

.....

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

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

SIGNED.....

(SURETY & STAMP)

ANNEX 8 A : UNDERTAKING FOR PROVISION OF INSURANCE

THIS IS TO CERTIFY THAT IF THIS BID IS ACCEPTED THE UNDERMENTIONED SHALL PROVIDE

Messrs.....

of.....

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

1. Insurance of Works, etc.

2. Damage to Persons Property

3. Third Party Insurance

4. Accident or Injury to Workmen

(INSURER)

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

ANNEX 9: CERTIFICATE OF SITE VISIT

THIS IS TO CERTIFY THAT I

.....

(Name of Representative)

of

(Name of Company)

in the presence of the Department of Roads' Engineer.....visited the site of the project.....(date).....

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

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

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

Signed.....

(Contractor)

WITNESS.....

Signed

(Engineer)

Date:

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

ANNEX 10: FORM OF CONTRACT AGREEMENT

CONTRACT NUMBER:

CONTRACT

A CONTRACT MADE THIS..... day of.....2025

at.....

BETWEEN

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

AND

.....

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

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

St JOSEPH SUNYETSEN ROUTINE MAINTANANCE WORK:

For the Sum

USD.....

.....

NOW IT IS HEREBY AGREED as follows:

1. In this Contract words and expressions shall, unless the context otherwise requires, have the same meaning as are respectively assigned to them in the General Conditions of Contract (ZGCC4) hereinafter referred to.
2. The following documents shall be deemed to form, be read and construed as part of this agreement, viz:

The said Bid (Tender)

1. Offer and Acceptance letter
2. Power of Attorney
3. The Drawings if available
4. General Conditions of Contract for Works of Civil Engineering Construction (ZGCC4) 1984
5. SATTC Standards (Road Markings and Road Signs).
6. The Department of Roads Standard Specifications (General and Special).
7. The Priced Bill of Approximate Quantities or Output and Performance Schedule.
8. The Certificate of Visit to Site if compulsory.
9. Any covering letters or orders in writing subsequently supplied to the Contractor and signed by or on behalf of the Provincial Roads Engineer.
10. Minutes of the Site Hand-over conducted.

1. CONTRACT PERIOD

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

2. CONTRACT COMMENCEMENT

The Works are scheduled to commence on theof..... 2025.

3. COMPLETIONS OF CONTRACT

Construction of the Works shall commence on the..... of2025 and the Works/Contract shall be completed on or before the.....of 2025.

4. PERFORMANCE BOND

The successful Bidder shall furnish to the Ministry of Transport a security in the form of a bank guarantee of contract in an amount equal to ten percent (10%) of the accepted bid sum within fourteen (14) days of notification of the acceptance of the bid. The performance bond (Ministry Format) shall be in the form of a certified cheque, bank draft, bank guarantee in original or irrevocable Letter of Credit in USD\$ and shall be payable to Ministry of Transport and Infrastructural Development of the Government of the Republic of Zimbabwe. The performance bond shall be from a registered commercial bank and not from an Insurance company. The performance bond shall be released upon final completion of the contract.

5. LIQUIDATED DAMAGES

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

been reached.

6. CONTRACT PRICE ADJUSTMENT

There shall be no variation in contract price except:

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

7. RETENTION MONEY

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

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

8. PROJECT ENGINEER

The Provincial Roads Engineer for Matabeleland South Province shall be the Project Engineer Whose function shall be inter alia Supervision and Administration of the Contract.

9. CONTRACT AGREEMENT

The form of contract agreement shall be prepared and the accounting officer shall sign for the client, whilst the member appointed by the contractor in the power of attorney shall sign on behalf of the contractor

10. CLIENT

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

11. CLIENT'S ADDRESS

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

12. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned the Contractor hereby agrees with the Client to construct, complete and maintain the Works in conformity in all respects with the provisions of the Contract.

13. The Client hereby agrees to pay the Contractor in consideration of the construction, completion and maintenance of the Works in conformity in all respects with the provisions of the

Contract and the revised Contract Price at the times and in the manner prescribed by the Contract.

14. PAYMENT

Payment of Interim Payment Certificates and Interest on delay payment to the Contractor shall be made as per ZGCC4 Clause 62.

15. NOTICES

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

16. VARIATION OF WORKS

There shall be no variation of works.

17. CONTRACT DETERMINATION

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

IN WITNESS whereof the parties thereto have hereunto set their hands

aton the day and year first above written.

FOR THE CLIENT

SIGNED by the said: **Designation:**

(for and on behalf of the Client)

.....

Date

(Name in Capitals)

In the presence of Witness:

SIGNED

(Witness)

(Name in Capitals)

FOR THE CONTRACTOR

SIGNED by the said:**Designation:**
(for and on behalf of the Contractor)

.....
(Name in Capitals)

Date:

In the presence of Witness:

SIGNED
(Witness)

.....
(Name in Capitals)

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

ANNEX 11: FORM OF PERFORMANCE BOND OR GUARANTEE

1) PERFORMANCE BOND

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

(hereinafter called the Contract) to :

.....

.(hereinafter called the Contractor)

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

NOW WE :.....

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

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

FOR AND ON BEHALF OF THE SURETIES

At on this.....day of.....
2025

Signed:

(Name)

ADDRESS.....
.....
.....

.....

AS WITNESSES.....

Date

ANNEX 12: FORM OF CERTIFICATE OF INSURANCE COVER

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

Messrs.....

of.....

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

INSURANCE OF WORKS ETC. (CLAUSE 21)

.....

DAMAGE TO PERSONS AND PROPERTY (CLAUSE 22)

.....

THIRD PARTY INSURANCE (CLAUSE 23)

.....

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

.....

Date :

Signed:

(Insurer/Insurance Broker& Stamp)

Address.....

.....

ANNEX 13: FORM OF BANK GUARANTEE FOR ADVANCE MOBILISATION LOAN

MINISTRY OF TRANSPORT AND INFRASTRUCTURAL DEVELOPMENT:

DEPARTMENT OF ROADS

P.O. Box CY 595,

Causeway, Harare

TENDER NUMBER: MOTIDCAPEX 770 OF 2025

Gentlemen;

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

Messrs.....

(Hereinafter called the Contractor)

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

(In words):-.....

.....

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

(in words).....

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

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

NOTE: Bidders are NOT required to fill in this form. This form shall only be completed by the successful Bidder. We further agree that any change or addition to or other modification of terms of contract of Works to be performed there-under or of the Specification or of other Contract Document which may be made between the Department of Roads and the Contractor shall not in any way release us from any liability under this guarantee, and we shall thereby waive notice of any such change, addition or modification.

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

Yours truly,

The.....

(Bank or Financial Institution)

DATE.....

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

DECLARATION BY THE ACCOUNTING OFFICER

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

Eng J.P. Makumbe_____

Secretary for Transport and Infrastructural Development.

