

Items		Fixed	Variable with time	Variable with value
	<p style="text-align: center;"><u>BILL NO. 1</u></p> <p style="text-align: center;"><u>PRELIMINARY AND GENERALLY (Applicable To The Whole Contract)</u></p> <p style="text-align: center;"><u>GENERAL AND CONDITIONS OF CONTRACT FOR PROCUREMENT OF NON CONSULTANTS SERVICES</u></p> <p style="text-align: center;">GENERAL PROVISIONS</p> <p>Definitions and Application</p> <p style="text-align: right;"><u>Clause 1</u></p> <p>Corrupt Practices</p> <p>If the Procuring Entity determines that the Contractor or any Subcontractor has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice, in competing for or executing the Contract, or has otherwise acted contrary to the obligations set out in Section 72 of the Act, then the Procuring Entity may recommend the following</p> <p>Debar the contractor under Section 99 of the Act</p> <p>Terminate the contract's employment in terms of Clause 15:</p> <p style="text-align: right;"><u>Clause 2</u></p> <p style="text-align: center;">THE CONTRACT</p> <p>Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Procuring Entity and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract</p> <p style="text-align: right;"><u>Clause 3.1</u></p> <p>The form of Contract for the works shall be the General Conditions of Contract for the Procurement of Non-consultancy services, November 2018 where Bills of Quantities form part of the Contract as approved and recommended by the Procurement Authority of Zimbabwe.</p> <p>The Contractor is referred to the printed form for the full intent and meaning of each Clause and he must allow opposite each item as hereinafter set out whatever costs he may consider necessary for carrying out and observance of same not elsewhere provided for in the Bills of Quantities. A lump sum price for the total Preliminary and Generally will not be accepted and each item must be priced separately.</p> <p style="text-align: right;">Carried Forward</p>			

tems		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>The additional terms set out hereunder are supplementary to and shall be deemed to form part of the said contract and are to be priced accordingly. In the case of inconsistency the terms hereinafter set out will prevail over the terms and conditions set out in the form hereinbefore referred to.</p> <p>Amendment Any variation that shall significantly alter the contract by either a variation of time or value or both for completion of the works then such variation in time shall be determined at the time of the variation and recorded in writing, dated sign-posted to the project and signed by authorised parties and may be reviewed by the Special Procurement Oversight Committee (SPOC). The SPOC determination shall be final and binding on the parties.</p> <p style="text-align: right;"><u>Clause 3.3</u></p> <p>Failing the giving of such notice by the Contractor, the Contractor shall be deemed to have agreed that the variations in the works concerned do not necessitate any variation in the time allowed for the completion of the works or any section thereof.</p> <p>A carbon copy book shall be provided by the Contractor on site for recording variations and site instructions to provide one original and two copies of instructions compiled by the Contractor and signed by the Authorised representative. One copy to be forwarded to the Quantity Surveyors.</p>			
	<p>Non-waiver</p> <p>Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p style="text-align: right;"><u>Clause 3.4</u></p> <p>Severability If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p> <p style="text-align: right;">Clause 3.5</p> <p style="text-align: right;">Carried Forward</p>			

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	<p style="text-align: right;">Brought Forward</p> <p>Authorised representative</p> <p>Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring Entity or the Contractor may be taken or executed by the authorised representatives specified in the Special Conditions of Contract (SCC). Either Party may change its authorised representatives by giving notice to the other Party.</p> <p style="text-align: right;"><u>Clause 3.8</u></p> <p>Removal of Materials and Improper Workmanship</p> <p>The Authorised representative shall during the progress of the Works have power to order in writing, the removal from the Works within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Authorised representative, are not in accordance with the Drawings, Bills of Quantities or his Instructions and the substitution of proper materials, the removal and proper re-execution of any work executed in an improper and unworkmanlike manner and not in accordance with the Drawings, Bills of Quantities or his Instructions and the Contractor shall forthwith carry out such order at his own cost.</p> <p>In case of default on the part of the Contractor to carry out such order, the Procuring Entity shall have the power to employ and pay other persons to carry out same and all expenses consequent thereon shall be borne by the Contractor and shall be recoverable from him by the Procuring Entity, or may be deducted by the Procuring Entity from any monies due or that may become due to the contractor. Such order shall be given in writing if required by the Contractor.</p> <p>Assistance</p> <p>The Contractor shall without charge, give assistance to the Authorised representative or Quantity Surveyor as and when required by them for any purpose in connection with the works including site measurement of the Contract Works as executed and for uncovering and opening up any work required</p> <p>Relationship between Parties</p> <p>Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Procuring Entity and the Contractor.</p> <p style="text-align: right;"><u>Clause 3.9</u></p> <p style="text-align: right;">Carried Forward</p>			

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	<p style="text-align: right;">Brought Forward</p> <p>Governing Law The Contract shall be governed by and interpreted in accordance with the laws of Zimbabwe.</p> <p style="text-align: right;"><u>Clause 4</u></p> <p>Language The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Procuring Entity, shall be written in English. . The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation, for documents provided by the Contractor.</p> <p style="text-align: right;"><u>Clause 5</u></p> <p>Joint Venture Consortium or Association</p> <p style="text-align: right;"><u>Clause 6</u></p> <p>Eligible Country</p> <p style="text-align: right;"><u>Clause 7</u></p> <p>Notices Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.</p> <p>Change of address A Party may change its address for notice hereunder by giving the other Party notice of such change.</p> <p style="text-align: right;"><u>Clause 8</u></p> <p>Access to works The Contractor shall give due notice to the authorised representative when any work or materials are intended to be covered up in order that their correct dimensions and quality may be ascertained before being covered.</p> <p>The Authorised representative reserves the right to open for inspection any concealed work which has not been passed by him and the cost of such openings for inspection purposes to be borne by the Contractor. The Contractor shall provide at all times during the progress of the works and maintenance period, when required, proper means of access with ladders, gangways etc., and the necessary attendance to move and adapt as directed for the inspection or re-measurement of the Works by the Authorised representative or Quantity Surveyor.</p> <p style="text-align: right;">Carried Forward</p>			

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	<p style="text-align: right;">Brought Forward</p> <p>Assignment Neither the Procuring Entity nor the Contractor shall assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other</p> <p style="text-align: right;"><u>Clause 9</u></p> <p>Subcontracting The names of Sub-Contractors listed on The Standard Bidding Document (for non-consultancy services) must be agreed and approved by the Authorised representative before the signing of the Contract. Such approval shall not unreasonably be withheld. The list of proposed Sub-Contractors submitted may be used in the awarding of the Contract. The Contractor hereby also undertakes not to cede or assign his right or claim to any monies due or to become due under this Contract, and no such cession or assignment will be recognised by the Procuring Entity. All Sub-Contractors shall be deemed to be carrying out the work under the same conditions as the Main Contractor; this shall not relieve the Main Contractor of any liability under this Contract or establish a contractual relationship between the Procuring Entity and any Sub-Contractor. Subcontracts shall comply with the provisions of Clauses 2 and 7.</p> <p style="text-align: right;"><u>Clause 10</u></p> <p>Nominated Sub- contractors</p> <p>Prime Cost, Provisional Sums, Nominated Suppliers and Artists</p> <p>Prime Cost and Provisional Sums are NETT and exclude all trade and cash discounts, which shall be to the Procuring Entity's account. Discounts obtained for early payment or full payment without retention shall only be allowed to the Contractor following proof that these monies were paid by the Contractor before receipt of same from the Procuring Entity. These amounts are to be used as directed by the Authorised representative and are to be deducted in whole or in part if not required. The Procuring Entity may pay all or any portion of these sums direct. Provisional Sums are for work to be executed complete by Nominated Sub-Contractors. Prime Costs Sums are for goods delivered to site, unless otherwise described, by Nominated Suppliers.</p> <p style="text-align: right;">Carried Forward</p>			

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	<p style="text-align: right;">Brought Forward</p> <p>The Contractor must include for profit, if required, also for unloading and receiving same and returning empty packing cases, carriage paid, to maker's works in good condition where applicable.</p> <p>The Contractor shall furnish receipted invoices to the Quantity Surveyors if required. The Contractor is to allow for Procuring Entity's workmen etc., to enter upon the site for the purpose of executing work, which does not form part of this Contract. The Contractor is to allow where elsewhere provided in these Bills of Quantities any profit and attendance he considers necessary.</p> <p>NOTE: Any builders' work required in this connection not elsewhere measured will be measured and valued at Bill rates or pro-rata thereto.</p> <p>Change Orders and Contract Amendments</p> <p>The Contract Works shall only vary by way of extra or omission from the Drawings or Bills of Quantities where authorised by the Authorised representative, such authorisation is to be specifically proven by any writing or drawing signed as a variation by the Authorised representative or by any subsequent written approval by him.</p> <p>The Procuring Entity may at any time request the Contractor through notice in accordance with Clause 8, to make changes within the general scope of the Contract.</p> <p style="text-align: right;"><u>Clause 11.1</u></p> <p>If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment shall be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Procuring Entity's change order.</p> <p style="text-align: right;"><u>Clause 11.2</u></p> <p>Prices to be charged by the Contractor for any additional Services or any related goods or works that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.</p> <p style="text-align: right;"><u>Clause 11.3</u></p> <p>No claims for any extra shall be allowed unless it shall have been executed under the provisions of the Conditions of Contract or by the authority of the Authorised representative as herein mentioned.</p> <p style="text-align: right;">Carried Forward</p>			

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	<p style="text-align: right;">_____ Brought Forward</p> <p><u>Ascertainment of Prices for Variations</u> The Contractor is to notify the Authorised representative in writing before commencing any work for which he intends to claim extra payments or other rectification. Only those items covered by a variation order will be re-measured.</p> <p>The Contractor shall furnish to the Quantity Surveyor, when requested, detailed measurements and prices of all work or materials which may be varied or specially ordered from time to time in such form as will enable the quantity, rate per unit and total price to be readily perceived.</p> <p style="text-align: right;">Item</p> <p>Period of final measurement shall be 3 Months from practical completion.</p> <p style="text-align: right;">Item</p> <p><u>Bills of Quantities</u> These Bills of Quantities have been prepared in order to enable the Contractor to furnish an estimate and to provide unit rates for the adjustment of variations and not for ordering materials. No alterations shall be made to these Bills of Quantities.</p> <p>Failure by the contractor to price an item in the Bills of quantities shall in no way exonerate him from his responsibilities under that item.</p> <p>The rates in the Bills of Quantities are to cover all costs of materials and labour including all allowances, services levy, rents and contributions payable to Artisans etc., applicable at the time for submitting Tenders.</p> <p>Taxes, Duties, Etc. The Contractor shall bear and pay all taxes imposed on the Contractor, both within and outside Zimbabwe, in connection with the provision of the Services to be supplied under the Contract.</p> <p>For the purpose of the Contract, it is agreed that the Contract Price is based on the taxes prevailing at the date of bid submission in Zimbabwe. If any tax rates are increased or decreased, or a new tax is introduced, or an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be levied on the Contractor, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to take into account any such change by an addition to or reduction from the Contract Price, as the case may be.</p> <p>In this Clause, "taxes" includes all taxes, duties, levies and charges, whether levied by the State or a local authority.</p> <p style="text-align: right;"><u>Clause 12</u> Carried Forward</p>			

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	<p style="text-align: right;">Brought Forward</p> <p>Force Majeure</p> <p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.</p> <p>For the purposes of the Contract, "Force Majeure" means an event which is beyond the <i>reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible in the circumstances, and:</i></p> <p>Should such circumstance occur which, in the opinion of the Party, could cause the failure of the party to fulfil any of its obligations or delay the fulfilment of its obligation under the contract of the party shall immediately notify the Authorised representative thereof.</p> <p>Within 30 days from when the Contractor became aware or ought reasonably to have become aware of such occurrence, the Contractor shall notify the Authorised representative of his intention to request an extension of the construction period resulting from such delay, failing which no extension of the construction period shall be entertained. At the earliest practical opportunity, depending on the nature of the circumstances of the delay, the Contractor shall submit to the Authorised representative full details of cause and effect to substantiate such request.</p> <p>The circumstances of potential delay to practical completion for which the contractor may request an extension to the construction period and for which extension the Contract sum shall not be adjusted to compensate the Contractor for expense or loss, are:</p> <ol style="list-style-type: none"> 1. Exceptionally inclement weather; 2. Non- availability of materials where the Contractor timeously placed orders and the Contractor has taken all practical steps to avoid or reduce such delay; 3. Delay in the supply of a prime cost item and where the Contractor has taken all practical steps to avoid or reduce such delay; 4. Delay due to default by a nominated Sub-Contractor where the Contractor has taken all practical steps to avoid or reduce such delay <p style="text-align: right;">Carried Forward</p>			

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	<p style="text-align: right;">Brought Forward</p> <p>5. Making good physical loss or repairing damage to the works where the Contractor is at risk for loss or damage; vis major civil commotion, riot, and local combination of workmen, strike or lockout, (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies;</p> <p>If a Force Majeure situation arises, the Contractor shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p style="text-align: right;"><u>Clause13</u></p> <p>The circumstances of potential delay to practical completion for which the Contractor may request an extension of the construction period and for which extension the Contract Sum shall be adjusted to compensate the Contractor for expense or loss, are:</p> <ol style="list-style-type: none"> 1. Making good physical loss or repairing damage to the works where the Procuring Entity is at risk for such loss or damage; 2. Delay caused by the suspension or cancellation of sub-contract works by a nominated or selected Sub-Contractor due to default by the Procuring Entity or the Authorised representative; 3. Authorised representative's instructions which have not been occasioned by the default of the Contractor; 4. Default or delay in issuing an Authorised representative's instruction; 5. Delay caused by others employed directly by the Procuring Entity; 6. Failure by the Procuring Entity to grant possession of the site to the contractor on the date stated in the Schedule. <p>Notwithstanding any of the circumstances of potential delay to practical completion in terms of these clauses, the Contractor may request an extension of the construction period due to any other cause beyond the control of the Contractor and which he could not have foreseen at the date submission of the tender and which the Authorised representative may consider sufficient.</p> <p style="text-align: right;">Carried Forward</p>			

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	<p style="text-align: right;">Brought Forward</p> <p>Subject to the provisions of this clause being complied with by the Contractor, the Contractor shall be entitled to an extension of the construction period on the grounds of any or all of the circumstances set out in this clause.</p> <p>The Authorised representative shall, as soon as possible but not later than 30 days after receipt of the full details for cause and effect, grant or refuse an extension, to the construction period in writing. Where the Authorised representative grants an extension, he shall identify the relevant circumstances and where the Authorised representative refuses such an extension, he shall give reasons for such refusals. The additional time granted in terms of this extension shall be the Authorised representative's assessment of the resultant delay to the practical completion of the Works by taking into account.</p> <ol style="list-style-type: none"> 1. The details of cause and effect as provided by the Contractor in terms of this clause. 2. All holidays whether statutory or recognised as customary in the building industry. <p>Consider that no item specified is necessarily obtainable locally.</p> <p>No agreed extension of time will be ratified until the period of the surety has been correspondingly extended.</p> <p>Suspension of Assignment</p> <p>The Procuring Entity may, by written notice of suspension of the assignment to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:</p> <p>specify the nature of the failure; and</p> <p>(b) request the Contractor to remedy such failure within a period not exceeding thirty days after receipt by the Contractor of such notice of suspension.</p> <p style="text-align: right;"><u>Clause 14</u></p> <p style="text-align: right;">Carried Forward</p>			

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	<p style="text-align: right;">Brought Forward</p> <p>Termination</p> <p style="text-align: right;"><u>Clause 15</u></p> <p>Cessation of Rights and Obligations</p> <p style="text-align: right;"><u>Clause 16</u></p> <p>Settlement of Disputes</p> <p style="text-align: right;"><u>Clause 17</u></p> <p>Liquidated Damages</p> <p>If so stated in the SCC, 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.</p> <p>If the Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.</p> <p style="text-align: right;"><u>Clause 18</u></p> <p>Commencement of Services</p> <p>The Contractor shall commence the Services on the date or within the period stipulated in the SCC.</p> <p>If the Contract has not become effective within the period after the date of Contract stated in Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration, neither Party shall have any claim against the other Party with respect to the Contract.</p> <p style="text-align: right;"><u>Clause 19</u></p> <p>Completion of Services</p> <p>The date of completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in Clause 19</p> <p style="text-align: right;"><u>Clause 20</u></p> <p>"Complete the Works" shall mean that the Contract has been completed in every respect to the satisfaction of the Authorised representative and all keys have been handed over. Such completion shall be detailed in the SCC.</p> <p style="text-align: right;">Carried Forward</p>			

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Brought Forward

Defects After Completion

(a) ANY defects, shrinkage or other faults which may appear within the Defects Liability Period stated in the Appendix to these Preliminaries and Generals and which are due to materials or workmanship not in accordance with this Contract or to action of the elements occurring before completion of the Works shall within a reasonable time after receipt of the Authorised representative's written Instruction be made good by the Contractor and (unless the Authorised representative shall otherwise decide) at his own cost; provided that the Contractor shall not be required to make good at his own cost any damage by action of the elements which may appear after completion unless the Authorised representative shall decide that such damage is due to injury which took place before completion

Defects arising from leakages

(b) ANY leakage and any damage to the Contract Works caused thereby, arising from materials or workmanship not in accordance with this Contract, occurring within the said Defects Liability Period shall be made good by the Contractor at his own cost. If no heavy rain falls during aforesaid period this period must be extended to such length as to enable a test by heavy rain to be made.

Obligations of the Procuring Entity

Provision of Information and Assistance

The Procuring Entity shall supply the Contractor with any information or documentation at its disposal which may be relevant to the performance of the Contract. Such documents shall be returned to the Procuring Entity at the end of the period of the Contract.

Clause 21

Contract Documents

Copies of the drawings may be viewed by appointment at the offices of the Authorised representative. Copies of all drawings are to be kept on the site one copy of each drawing shall be property mounted on boards and on completion of the contract all drawing are to be returned to the authorised representative.

No drawing (except a full size detail) shall be scaled. In all cases detailed and large scale drawings shall be considered to supersede smaller scale drawings. All dimensions must be checked on site.

Carried Forward

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	<p style="text-align: right;">Brought Forward</p> <p>The co-ordination and checking off all drawings and details from the consultants and specialist contractors will be the responsibility of the contractor who must give a minimum of 48 hours' notice of any discrepancies to the Authorised representative before the effected works are to proceed in order not to delay the contract. All discrepancies must be reported to the Authorised representative immediately. Should any part of the drawings not be clearly intelligible to the contractor or show differences or be at variance with the Authorised representative's instructions, specification or these Bills of Quantities, he must report same to the Authorised representative for a ruling or clarification. No claim will be entertained for extra payment through the contractor not being thoroughly acquainted with and understanding the drawings and nature of the work.</p> <p>Drawings shall take precedence over these Bills in so far as work items are concerned and no order from the bills is permitted unless accuracy of description and quantity is verified with the relevant drawing.</p> <p>The Procuring Entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.</p> <p style="text-align: right;"><u>Clause 21.2</u></p> <p>The Procuring Entity shall give the Contractor access to its premises, where required for the performance of the Services, and assist the Contractor with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.</p> <p style="text-align: right;"><u>Clause 21.3</u></p> <p>Limits of Site & Access to Works</p> <p>The site will be pointed out to the Contractor at the time of signing the Contract. The contractor shall verify access to the building in respect of sequencing of works. The Contractor shall indemnify the Procuring Entity in respect of any expense should encroachment occur, the limits of the area of the site to which the Contractor must confine his workmen, storage, plant and dumping of materials will be pointed out to him by the Authorised representative.</p> <p>The Contractor shall not use the site for any purpose other than that of carrying out the Works in this Contract.</p> <p style="text-align: right;">Carried Forward</p>			

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	<p style="text-align: right;">Brought Forward</p> <p>All material deliveries to site should be scheduled not to interfere with daily business of the public and conduct of the Contactors' business should be isolated by means of either temporary hoarding or otherwise all to Authorised representative's approval.</p> <p style="text-align: right;">Item</p> <p>Trespass, Damage and Care of Works</p> <p>The Contractor shall prevent any trespass on the adjoining Owners' property and he shall take all reasonable precautions during the progress of the Contract to prevent any damage to the adjoining property or public or private roadways and to prevent materials, plant, rubbish, debris etc., collecting on the adjoining properties or roadways.</p> <p>Should the Contractor wish to erect scaffolding on or make use of adjoining property, he shall obtain prior permission from the Authorised representative and the adjoining owner, pay all charges in connection therewith and clear away at completion of his works, or when directed, and make good any damage to the Authorised representative's satisfaction.</p> <p>Except as provided for in the Conditions of Contract shall be held responsible for the care of the Works generally until their completion including all work executed and materials disposed on the site by himself, Sub-Contractors or Suppliers together with the all risks arising from weather, carelessness of the operatives, damage or loss by theft or any other cause and he shall make good all such damage or loss at his own expense.</p> <p>Note: Tenderer to note that responsibility to identify all existing services rests with himself when his tender is accepted. In consultation with the design team, he shall collect all relevant information indicating these (be it from the consultants, municipality, quasi-government authorities like Telone, ZESA, etc.)</p> <p>Any damage to any existing services shall be rectified at the contractor's cost unless he shall prove that he made reasonable effort to obtain this information which efforts were without result.</p> <p style="text-align: right;">Item</p> <p>Conditions Imposed</p> <p>The Contractor must acquaint himself with any conditions that may be imposed by the Local Authorities with regard to access to or transport of materials to and from the site and allow for any additional costs arising from same.</p> <p style="text-align: right;">Item</p> <p style="text-align: right;">Carried Forward</p>			

Items		Fixed	Variable with time	Variable with value
	<p style="text-align: right;">Brought Forward</p> <p style="text-align: center;">PAYMENT</p> <p>Contract Price</p> <p>The Contract Price shall be as specified in the Contract, subject to any additions, adjustments and deductions as may be made in accordance with the Contract.</p> <p style="text-align: right;"><u>Clause 22.1</u></p> <p>The Contract Price shall include the total cost of performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overheads or incidental costs, except costs specifically excluded and described in the SCC.</p> <p style="text-align: right;"><u>Clause 22.2</u></p> <p>The Contract Price shall be paid in accordance with the payment schedule in the SCC.</p> <p style="text-align: right;"><u>Clause 22.3</u></p> <p>The Contract Price may be increased only if the Parties have agreed to additional payments by contract amendment in accordance with Clause 11.</p> <p style="text-align: right;"><u>Clause 22.4</u></p> <p>The Contractor shall upon the provisional acceptance of his Tender, and before signing the Contract, submit a copy of the Bills of Quantities fully monied out and totalled to the Quantity Surveyor. The Quantity Surveyor shall be at liberty to call for adjustments of individual rates and to rectify discrepancies that he consider necessary provided that the contract sum is not altered.</p> <p>Price Adjustments</p> <p>The Contract shall be at fixed prices which shall not be revised or varied, unless otherwise specified in the SCC.</p> <p style="text-align: right;"><u>Clause 23</u></p> <p>Fluctuation of Wages and Cost of Living allowance</p> <p>The Contractor is to pay not less than the recognised Standard Rates of Wages and Allowances to all employees.</p> <p>If any time between the date 7 (seven) days prior to the Tender date and the date for completion of the Works, any Statutory Fluctuations (i.e. any specific increase or decrease stipulated by the Government Gazette) takes place in the Standard Rate of Wages, Cost of Living Allowance or other statutory compulsory contribution to the men employed on the works covered by this Contract,</p> <p style="text-align: right;">Carried Forward</p>			

<u>Items</u>		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>, whether on the site or in the workshops or yards of the Contractor or his Sub-Contractors (but not in respect of merchants or suppliers) the Contractor is to submit MONTHLY to the Authorised representative or Quantity Surveyor receipted time sheets together with a weekly return of the number of hours worked, signed by the foreman, and countersigned by the Authorised representative, and the Final Contract Amount shall be adjusted in accordance with the Statutory Fluctuations. Variations, if any, made under this Clause shall be the nett increase or decrease plus or minus administration charge but will NOT allow for any variation of overheads, profit or indirect costs of the Contractor or his Sub-Contractors.</p> <p>No claims will be admitted in respect of labour employed after the expiration of the Contract completion date under clause 20 of the conditions of Contract or any amendments thereto.</p> <p style="text-align: right;">Item</p> <p>Fluctuation in Prices of Materials</p> <p>a. Statutory fluctuations</p> <p>Statutory Fluctuations shall be any specific direct increase or decrease in the delivered prices of specified building materials to be incorporated in the Works including variations in Customs Duty or other Government tax, duty or surcharge detailed in the relevant in the relevant Acts of Parliament or Statutory Notices published in the Government Gazette.</p> <p>Should any Statutory Fluctuations take place between the date 7(seven) Days prior to the Tender date and the date for the completion of the Works in accordance with Clause 20 of the Conditions of Contract, the final contract amount will be adjusted as later described.</p> <p>b.Non-Statutory Fluctuations (Not Applicable)</p> <p>If the Contractor or any of his Sub-Contractors wish to be protected against fluctuations in the delivered cost of any basic material to be incorporated in the works other than as provided for in (a) above, he is to attach to The Standard Bidding Document (non-consulting services) a list of such materials in respect of which he wishes to be protected. Such prices to be those upon which he bases his Tender and to be basic prices which he received not more than seven days prior to the closing date for Tenders.</p> <p style="text-align: right;">Carried Forward</p>			

<u>Items</u>		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>In support of these prices, the Contractor is to furnish either with his Tender, or within fourteen days of a requested so to do, bona fide Merchant's quotations (for quantities required for the whole Contract).</p> <p>Where a Contractor or any of his Sub-Contractor, in the normal course of their business uses their own transport to deliver all or some materials to the site and he wishes to be protected against fluctuations in both materials and transport costs he is to submit separate prices for these materials, at source, and the delivery charges on such materials.</p> <p>Orders for materials as listed shall be placed within a reasonable time after the date of acceptance of the Tender otherwise no adjustment will be made. Such time to be mutually agreed when the Tender is provisionally accepted. Should the Contractor find it necessary to purchase materials at prices in excess of the basic rates attached to The Standard Bidding Document (non-consultancy services), then in all cases where the order has not, in the opinion of the Authorised representative, been irrevocably placed before the increase in price is known, he must obtain the Authorised representative's permission before placing the order purchasing the said materials.</p> <p>All delivery notes for the materials as listed must be certified by the contractor as having been delivered to the site and shall be submitted to the Quantity Surveyor, failing which no adjustment will be made.</p> <p>c. Claims and Payments applicable to (a) and (b) above</p> <p>Where applicable the Contractor shall provide a signed monthly return detailing every item included in the original basic price list showing the rates actually paid as compared with the with the basic rates irrespective of whether or not a fluctuation has occurred. When a fluctuation has occurred, whether statutory or otherwise, a statement shall be submitted monthly supported by copies of signed orders on supplies, copies of signed delivery notes and copies of suppliers' invoices. The Quantity Surveyor shall have access to the monthly statements submitted by the suppliers' of listed materials and in the event of a fluctuation, every facility shall be afforded to the Quantity Surveyor in obtaining written confirmation from the suppliers to the effect that such increases have, in fact occurred and the reasons for them.</p> <p style="text-align: right;">Carried Forward</p>			

Items		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>All adjustments will be nett after deduction of all trade or cash discounts plus or minus a 5% administration charge and will not include for any variations of overheads, profit or indirect costs of the Contractor or his Sub-Contractors.</p> <p>Dumping duties are not acceptable as fluctuations and it is a condition of the Tender that any dumping duties levied at any time, on items and goods incorporated in this Contract, shall be payable by the successful tenderer and not recoverable from the Procuring Entity.</p> <p>No claims will be admitted under this clause after the expiration of the Contract completion date under Clause 20 of the Conditions of Contract or any amendments thereto, or for fluctuations on materials ordered, or delivered to the site late.</p> <p>Where no Materials have been listed the tender shall be treated as a Firm Tender subject only to Statutory Fluctuations.</p> <p>All claims should be submitted within Sixty (60) days of the occurrence of such fluctuations. No claims will be admitted after this stipulated period.</p> <p>Overtime</p> <p>No objection will be raised to the working of overtime if permitted by the Authorities but no overtime will be paid for as an extra unless expressly ordered in writing by the Authorised representative. In the event of the Authorised representative authorising overtime the Contractor shall be reimbursed the nett extra cost necessarily incurred in accordance with the rules and awards of the recognised wage fixing body concerned plus 10% to cover overheads and profit. Where overtime working is incorporated into the method statement as a measure to meet the contract programme, such overtime shall be deemed to be included in the contract price and should be clearly stated in terms of man hours, rates, proposed time, dates and supervision thereon.</p> <p style="text-align: right;">Item</p> <p>Payment Procedure</p> <p>In consideration of the Services performed by the Contractor under the Contract, the Procuring Entity shall make to the Contractor such payments in such manner as is provided by the Contract.</p> <p style="text-align: right;"><u>Clause 24.1</u></p> <p style="text-align: right;">Carried Forward</p>			

tems		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>Payments made by the Procuring Entity shall be made in response to requests for payment made by the Contractor. The Contractor's request for payment shall be made to the authorised representative of the Procuring Entity in writing by production of an invoice supported by the documentation required, as specified in the SCC.</p> <p style="text-align: right;"><u>Clause 24.2</u></p> <p>At the end of a period named in the SCC, interim valuations shall be made by the authorised representative and the contractor within seven (7) days shall be entitled to receive a certificate from the authorised representative stating the amount due to the contractor from the Procuring Entity and shall on presentation of this certificate to the Procurement Entity be entitled to payment thereof within the period named in the SCC In the event the Procuring Entity failing to pay within the named period they shall be liable to the contractor for any legitimate claim subsequently submitted by the contractor.</p> <p>The amount so due shall, be the total value of the work properly executed of fees and charges paid in respect and of the materials and goods which have been delivered to site up to and including a date not more than seven (7) days before the date of said certificate, less the amount to be retained by the Procuring Entity (as hereinafter provided) and less any instalments previously paid under this Clause, provide that such certificate shall only include the value of the said materials and goods if adequately stored and/or protected against weather or other damage and not prematurely brought upon the site.</p> <p>The amount retained shall constitute a fund called the Retention fund which shall be dealt with in the following manner unless otherwise agreed.</p> <p>The amounts retained to constitute the Retention Fund shall forthwith as they are so retained be paid into the bank/Building Society named in the Appendix, and shall be placed in an account in the joint names of the Procuring Entity and the Contractor, on deposit at interest, and the principal and interest shall be held upon trust for the Procuring Entity as security for the due completion of the Works, until these are practically completed.</p> <p>On practical completion of the works the Contractor shall subject to Clause 18 of these Conditions be entitled to a certificate for one half of the fund. Including all interest accrued to date. The other half in the said joint names being held upon trust for the purpose aforesaid until the issue of the Authorised representative's final certificate, where upon the said half and further interest thereon shall be paid to the contractor. "Practical completion "for the purpose of this Clause shall mean the occupation or completion ready for occupation of the Works.</p> <p style="text-align: right;">Carried Forward</p>			

Items		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>UPON expiration of the defects Liability Period stated in the Appendix to these Preliminaries and General or upon completion of making good defects whichever is the later, the Authorised representative shall, issue a final certificate of the value of the works executed by the contractor and such final, save in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate and save as regards all defects and insufficiencies in the Works or materials which a reasonable examination would not have disclosed, shall be conclusive evidence as to the sufficiency of the said works and materials.</p> <p>SAVE as aforesaid no certificate of the Architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with this contract.</p> <p>The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the bid price is expressed.</p> <p style="text-align: right;"><u>Clause 24.3</u></p> <p>Payments shall be made promptly by the Procuring Entity, 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.</p> <p style="text-align: right;"><u>Clause 24.4</u></p> <p>The Procuring Entity shall not unreasonably withhold any undisputed portion of a request for payment. The Procuring Entity shall notify the Contractor of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Contractor, the Procuring Entity may add or subtract the difference from any subsequent payments.</p> <p style="text-align: right;"><u>Clause 24.5</u></p> <p style="text-align: right;">Carried Forward</p>			

Items		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>Any amount which the Procuring Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the Contract shall be reimbursed by the Contractor to the Procuring Entity within thirty (30) days after receipt by the Contractor of a notice claiming reimbursement. Any such claim by the Procuring Entity for reimbursement shall be made within twelve (12) months after receipt by the Procuring Entity of a final statement approved by the Procuring Entity.</p> <p style="text-align: right;">Clause 24.6</p> <p>If the Procuring Entity fails to pay the Contractor any payment by its due date, 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 the delayed payment at the rate of interest set by the Reserve Bank of Zimbabwe, for the period of delay until payment has been made in full, whether before or after judgment or arbitral award.</p> <p style="text-align: right;"><u>Clause 24</u></p> <p>Contractor to provide a detailed statement for certificates when required.</p> <p>Where amounts are included in certificates from materials stored in separate warehouse or equal approved accommodation, the Contractor is to obtain at his own expense an "ALL Risks" insurance policy in the name of the Procuring Entity and a certificate of guarantee that these materials are marked and are the property of the Procuring Entity.</p> <p>Unfixed materials when taken into account to be the property of the procuring entity</p> <p>The Contractor is to submit a detailed claim for all materials, whether stored on or off the Site, for which he requires payment. Such claims shall be deemed to be for materials, which are his property, and on payment ownership of the said materials shall transfer to the Procuring Entity.</p> <p>Subject to the Authorised representative prior approval, retention on Nominated Sub-Contractors and Suppliers may be reduced to 5% on completion of their work or on completion of the fixing of their materials as appropriate. The balance may be released after a further three months subject</p> <p>to the submission of quarantines from the Nominated Sub-Contractors or Suppliers against latent defects.</p> <p style="text-align: right;">Carried Forward</p>			

Items		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>Notwithstanding sub-paragraph (e) the Authorised representative shall not be required to issue his final certificate until the variation account has been agreed between the Contractor and the Quantity Surveyor, further the Contractor shall be deemed to have agreed all or any part of the variation account received from the Quantity Surveyor unless he submits his disagreements to the Quantity Surveyor, in writing, within the time stated by the Quantity Surveyor in forwarding all or any part of the variation account to the Contractor, subject to the time allowed being reasonable and in any event not less than two weeks.</p> <p style="text-align: right;">Item</p> <p style="text-align: center;">OBLIGATIONS OF THE CONTRACTOR</p> <p>Professional Practices</p> <p>The Contractor shall perform the Services under the Contract with due care, efficiency and diligence, in accordance with best professional practices.</p> <p style="text-align: right;"><u>Clause25.1</u></p> <p>Setting out of Works</p> <p>The Contractor is to provide all apparatus required by the Authorised representative for checking.</p> <p>The Contractor will be held solely responsible for setting out new works inside the building or within the site boundaries, to correct building lines and in accordance with plans. As a precautionary measure against errors, the Authorised representative may check the site from time to time but will not be responsible for incorrect setting out by the Contractor.</p> <p>Defects after Completion</p> <p>The Authorised representatives periodical visits to the Works, and the working and detailed Drawings, have reference only to the Architectural and Structural accuracy and the literal fulfilment of the leading articles of the Contact Documents as operative, builder or Clerk of works, and is not liable for latent defects in materials or workmanship or for any breach of any Local or other by-Laws, or work done contrary to good building practice.</p> <p style="text-align: right;">Carried Forward</p>			

tems		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>The Contractor shall remain responsible for such default or wilful deviation from the Contract Drawings, Specification and Bills of Quantities whether the same shall be discovered before or after the issue of the final or any other certificates.</p> <p>The Contractor shall respect and abide by all laws in force in Zimbabwe. The Contractor shall indemnify the Procuring Entity against any claims and proceedings arising from any infringement by the Contractor, its subcontractors or their employees of such laws.</p> <p style="text-align: right;"><u>Clause 25.2</u></p> <p>Patent Indemnity</p> <p>The Contractor shall indemnify the Procuring Entity against all claims howsoever arising and of whatsoever nature which may be made against the Procuring Entity for infringement of the rights of any person or persons in any Patent register, design, invention or other matter of a like nature, whether relating to materials or apparatus or methods of construction used in or about the Works or otherwise.</p> <p>The Contractor shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of the Procuring Entity in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Contractor shall always act, in respect of any matter relating to this Contract, to safeguard the Procuring Entity's legitimate interests, pursuant to this Contract</p> <p style="text-align: right;"><u>Clause 25.3</u></p> <p>Safety & Health</p> <p>It will be mandatory to comply with the provision of the Factories Act and such other safety and health rules and regulations. Any cost arising from neglect of this will be for contractor's account and therefore a costs associated with compliance with this clause must be included here</p> <p style="text-align: right;">Item</p> <p style="text-align: right;">Carried Forward</p>			

Items		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>Blasting</p> <p>The Contractor must take all responsibility during blasting operations, should any be necessary, and must observe all conditions set forth in Government and Local Authority regulations. The use of explosives is left to the discretion of the contractor who must indemnify the Procuring Entity against any claims for damage to persons or property on or near the site from any cause whatsoever arising from the use of explosives.</p> <p>The Contractor must immediately make good at his own expense any damage that may occur through the use of explosives. No claim for any extras whatsoever will be entertained if the contractor is prohibited or restricted from using explosives; pneumatic drills etc., either by order of the Police or any Court or Public Body.</p> <p style="text-align: right;">Item</p> <p>Rubbish, Etc.</p> <p>The Contractor must clear, wheel and deposit where directed, all superfluous earth and rubbish that he may collect ON A DAILY BASIS, and at completion clean windows, twice scrub or clean by other approved methods, floors, pavings and traps with disinfectant and leave the premises and site clean at all times. Care must be taken to use cleaning materials which will not damage the surfaces cleaned.</p> <p style="text-align: right;">Item</p> <p>Dust Nuisance</p> <p>The Contractor shall make adequate provision by spraying, erecting screens, or other suitable methods, against any nuisance or damage by dust to all work under this Contract, to persons, tenants or property in the vicinity and he will be held solely responsible for any complaints, damage or claims in this connection.</p> <p style="text-align: right;">Item</p> <p>The Contractor shall obtain the Procuring Entity's prior approval in writing before entering into a subcontract for the performance of any part of the Services, it being understood that the Contractor shall remain fully liable for the performance of the Services by the Subcontractor and its Personnel pursuant to the Contract.</p> <p style="text-align: right;"><u>Clause25.4</u></p> <p style="text-align: right;">Carried Forward</p>			

Items		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>The Contractor shall furnish the Procuring Entity with any personnel data or information required by the Procuring Entity to arrange the provision of documentation required in accordance with Clause 21.3.</p> <p>Code of Conduct</p> <p>The Contractor shall at all times refrain from making any public statements concerning the Services without the prior approval of the Procuring Entity, and from engaging in any activity which conflicts with its obligations towards the Procuring Entity under the Contract. It shall not commit the Procuring Entity without its prior written consent and shall, where appropriate, make this obligation clear to third parties.</p> <p style="text-align: right;"><u>Clause 26</u></p> <p>Confidentiality and or Security</p> <p>No press statement shall be issued by the Contractor on site unless with express permission of the Client via the Authorised representative. All information in the form of Drawings, Bills of Quantities, project correspondence, etc., shall be treated with utmost confidentiality.</p> <p style="text-align: right;">Item</p> <p>Advertisements</p> <p>The Contractor shall not display advertisements on the site nor permit advertisements to be displayed without the written authority of the Authorised representative</p> <p style="text-align: right;">Item</p> <p><u>NOTICE BOARD</u></p> <p>The contractor must provide, erect and remove on completion two notice boards size 3600 x 4200 mm overall, in accordance with detailed drawings and conform to The Institute of Architects of Zimbabwe regulations bearing the names of the Project, Contractor, Architect, Engineers and Quantity Surveyor thereon to be placed in conspicuous positions during the whole period of operations, Repair from time to time as directed. No individual sub-contractors' boards will be allowed.</p> <p style="text-align: right;">Item</p> <p style="text-align: right;">Carried Forward</p>			

Items		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>Indemnification</p> <p>At its own expense, the Contractor shall indemnify, protect and defend the Procuring Entity, its agents and employees from and against all actions, claims, losses or damages arising from any act or omission by the Contractor in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks copyright and other forms of intellectual property.</p> <p>At its own expense, the Contractor shall indemnify, protect and defend the Procuring Entity, its agents and employees from and against all actions, claims, losses or damages arising out of the Contractor's failure to perform its obligations, provided that:</p> <p>(a) the Contractor is notified of such actions, claims, losses or damages not later than thirty (30) days after the Procuring Entity becomes aware of them;</p> <p>(b) the ceiling on the Contractor's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Contractor's wilful misconduct;</p> <p>(c) the Contractor's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the Contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.</p> <p>The Contractor shall have no liability whatsoever for actions, claims, losses or damages occasioned by:</p> <p>(a) the Procuring Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Contractor, or requiring the Contractor to implement a decision or recommendation with which the Contractor disagrees or on which it expresses a serious reservation; or</p> <p>(b) the improper execution of the Contractor's instructions by agents, employees or independent suppliers of the Procuring Entity.</p> <p>27.4 The Contractor shall remain responsible for any breach of its obligations under the Contract for such period after the Services have been performed as may be determined by the law governing the Contract.</p> <p style="text-align: right;"><u>Clause 27</u></p> <p style="text-align: right;">Carried Forward</p>			

Items		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>Insurance to be Taken Out by Contractor</p> <p>The Contractor shall take out, maintain and shall cause any Subcontractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procuring Entity as shall be specified in the SCC.</p> <p>The Contractor shall, at the Procuring Entity's request, provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained.</p> <p style="text-align: right;"><u>Clause 28</u></p> <p>Damage to Persons and Property</p> <p>The Contractor shall secure the due performance of these indemnities by entering into proper and sufficient policies of insurance. (See SCC).</p> <p>Insurance cover will not exempt the Contractor from the provision of the following Clauses. The Contractor will be held responsible for and is to make good at his own expense, any damage caused to existing & contents in existing, adjoining and surrounding buildings, trees, roads, pavements, kerbs etc., during the course of the contract and is to leave these in the same condition at completion as they were before commencement of building operations.</p> <p style="text-align: right;">Item</p> <p>Insurance</p> <p>The Contractor shall provide for and effect the following insurances:</p> <ol style="list-style-type: none"> 1. Third Party Insurance (Persons and Property) to cover during the Contract and Defects Liability Periods both the Procuring Entities and Contractors legal liabilities for accidents arising out of the performance of the Contract including fire, flood, subsidence and vibration risks. Indemnity not less than \$250.000 00 any one accident/ unlimited during the period of the contract. This policy to be in the joint names of the Procuring Entity and the contractor. <p style="text-align: right;">Carried Forward</p>			

Items		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>2.)"All Risks" insurance including riots to Plant and Contract works, Materials, Plant and Equipment brought onto the Contract Site for the purpose of the said Contract, against all insurable risks. Materials paid for by the Procuring Entity to be covered whilst temporarily stored prior to delivery to site and whilst in transit. The "All RISKS" insurance to be effected for the full Contract price plus 20% for escalation and Consultant's fees and to be maintained from the commencement of the Contract until the Works are taken over by the Procuring Entity and the Defects Liability Period commences. This policy to be in the joint names of the Procuring Entity and the Contractor.</p> <p>3. Workmen's Compensation and Common Law cover as applicable to all employees employed on the Contract.</p> <p>4. The Contractor to provide for any other forms of insurance he considers necessary.</p> <p>5. The Contractor to ensure that Sub-Contractor's Works and Liabilities are similarly covered.</p> <p style="text-align: right;">Item</p> <p>Accounting, Inspection and Auditing</p> <p style="text-align: right;"><u>Clause 29</u></p> <p>Contract Administration Fee (See SCC)</p> <p style="text-align: right;"><u>Clause 30</u></p> <p style="text-align: center;">PERFORMANCE OF THE SERVICES</p> <p>Scope of Services</p> <p>The Services to be provided shall be as specified in the Statement of Requirements.</p> <p>The Services shall be performed at such locations as are specified in the Statement of Requirements.</p> <p style="text-align: right;"><u>Clause 31</u></p> <p>Contractor to provide everything necessary</p> <p style="text-align: right;">Carried Forward</p>			

<u>tems</u>		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>The contractor is to provide all materials, labour, carriage, cartage, templates, patterns, moulds, profiles, casings, centres, pumping, tools, engines, implements, tackle, staging, scaffolding, timber for excavations, sheds for storage of material, shoring and strutting and all costs and charges necessary for the protection of the materials, the premises and the surrounding property.</p> <p>The Contractor is to provide for covering the walls or any other part of the building as necessary to protect same from frost or other inclement weather and provide all temporary eaves gutters, downpipes, surface water drains, etc.</p> <p>Provide and lay temporary surface drains to prevent the site from becoming flooded or any of the works damaged including any necessary day and night working.</p> <p>The Contractor is to allow for all necessary protection to existing building, contents thereof and surrounding buildings liable to injury to the satisfaction of the Authorised representative and remove at completion.</p> <p>If the works are damaged in spite of these precautions, reinstate all injuries and leave perfect.</p> <p>The contractor is to provide a sufficient supply of water and electric power as required for the works or by any Sub-contractor or Special Trades men in the execution of the works. Allow for payment of bills and all necessary temporary connections, storage, plumbing, power leads, etc., and remove same at completion and make good all work disturbed.</p> <p>The Contractor must provide toilet accommodation, together with and all charges for the use of all workmen employed on the works to the Local Authority's requirements and must be maintained in sanitary condition, removed and disinfected at completion. The position is to be agreed with the Authorised representative.</p> <p>Materials and Workmanship to conform to Description</p> <p>Materials</p> <p style="text-align: right;">Carried Forward</p>			

<u>Items</u>		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>The whole of the works are to be executed with the best materials to match the existing (where appropriate to conform with or exceed the current relevant standards Association of Zimbabwe) and workmanship of their respective kind in accordance with proper methods to modern building practice and nothing is omitted which is necessary for their completion in every respect, and all work must comply with the regulations and by-laws of the Local Authority. All proprietary products where specified are to be used in strict accordance with the Manufacturer's instructions and after consultation with the Manufacturer's authorised representative. All materials, fittings etc., specified under a Trade name and or catalogue number, are not to be of inferior quality and specification and priced on the cost of named product. If the Contractor wishes to use an alternative, he shall submit to the Authorised representative a written quotation, supported by quotations from the suppliers of both the named product and the alternative. If approved, the use of the alternative will form the subject of a variation order. Wherever the term "allow" occurs in these Bills of Quantities the cost of the item is at risk of the Contractor.</p> <p>The Contractor must furnish without delay such samples as may be called for by the Authorised representative, who may reject any materials or workmanship not corresponding with approved samples. Rates are to include for costs of samples.</p> <p>The Authorised representative may call for testing of any materials to be incorporated in the Contact. If any materials so tested do not comply with the requirements of the Specification they shall be forthwith removed from the site at the contractor's expense and the cost of these tests shall be to the Contractor's account. The cost of tests of materials, which are found to comply with the requirements of the specification, shall be to the Client's account.</p> <p>No substitution of materials specified will be allowed on the grounds of non-availability unless the Contractor deposits with the Authorised representative copies of documents placing firm orders for these materials.</p> <p style="text-align: right;">Item</p> <p>Contractor's Personnel</p> <p>The Contractor shall employ and provide such qualified and experienced Personnel and Subcontractors as are required to carry out the Services. The Contractor shall be responsible for the performance of the Personnel.</p> <p>If required by the Statement of Requirements, the Contractor shall ensure that a manager, acceptable to the Procuring Entity, takes charge of the performance of the Services.</p> <p style="text-align: right;">Carried Forward</p>			

<u>Items</u>		<u>Fixed</u>	<u>Variable with time</u>	<u>Variable with value</u>
	<p style="text-align: right;">Brought Forward</p> <p>Any Key Personnel assigned to performance of the Services shall be listed in the Contract, stating their name, title, job description, and estimated period of engagement</p> <p style="text-align: right;"><u>Clause 32</u></p> <p>Labour</p> <p>Skilled labour only is to be employed in the skilled trades called for in this Contract. Each trade is to perform all necessary jobbing and attend upon and make good after all other trades.</p> <p>The Contractor shall, at the request of the Authorised representative, immediately dismiss from the Works any persons employed thereon by him or any sub-Contractor, who may, in the opinion of the Authorised representative be incompetent or misconduct himself or whose presence may be detrimental to the Procuring Entities interests and such person shall not again be employed on the Works without the permission of the Authorised representative.</p> <p>The Contractor is to provide a register of details of all his workmen including subcontractor's on site and a form of identification and controlled access to site of such men all to the Authorised representative's approval.</p> <p>Foreman</p> <p>The Contractor shall provide in a position approved by the Authorised representative, and maintain a suitable office big enough to accommodate site meetings of all involved and for the use of his General Foreman and for the safe custody of the drawings and documents in suitable lock-up plan cabinets</p> <p>etc. A bench of suitable size shall be provided for the sole use of drawings and documents. One complete set of Contract drawings shall be available in the office at all times. At completion clear away and leave clean.</p> <p>The Contractor is to employ on the Works competent English- speaking (non-working) General Foreman who shall be constantly retained during all working hours and is to have charge of no other but this; the name of the Foreman is to be submitted to the Authorised representative for approval. The Foreman approved is to be retained on the Works subject to clause 32 above</p> <p style="text-align: right;">Carried Forward</p>			

Items		Fixed	Variable with time	Variable with value
	<p style="text-align: right;">Brought Forward</p> <p>Working Hours of Personnel</p> <p style="text-align: right;"><u>Clause 33</u></p> <p>Replacement of Personnel</p> <p style="text-align: right;"><u>Clause 34</u></p> <p>Performance Security</p> <p style="text-align: right;"><u>Clause 35</u></p> <p>Sureties</p> <p>The Contractor will be required to provide an approved surety for the due performance, observance and fulfilment of this Contract for 10% (ten per centum) of the Contract Sum, by furnishing either:-</p> <p style="margin-left: 40px;">a. Two approved sureties in accordance with a Deed of Surety approved by the Authorised representative,</p> <p style="text-align: center;">Or</p> <p style="margin-left: 40px;">b. Cash deposit or a Banker's guarantee,</p> <p style="text-align: center;">Or</p> <p style="margin-left: 40px;">c. Insurance or indemnity bond by an approved Insurance Company.</p> <p>The above surety or guarantee will terminate upon completion of all maintenance work to the approval of the Authorised representative. The Contractor shall pay all costs, inclusive of stamps, in respect of the above surety or guarantee.</p> <p style="text-align: right;">Item</p> <p style="text-align: right;">Carried Forward</p>			

Items		Fixed	Variable with time	Variable with value
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Brought Forward

Appendix

Period of Final Measurement: Clause 11.3

3 Months after end of latest maintenance period.

Defects liability period:(Clause 20 (a) + (b) SCC (22.3))

3 months and a rainy season

Date for Commencement Clause 19.1

.....

Completion Period: Clause 20

.....Weeks)

Liquidated and Ascertained Damages: Clause 18

To be proven and ascertained

Period of Interim Certificates: Clause 24.4

Not more than one per month

Period of Honouring of Certificates: Clause 24.4

14 Days of presentation of Original Certificate to the Procuring Entity by the Contractor

Percentage of Certified Value Retained: SCC GCC 22.3 (i)

10%

Advance Payment

Advance Payment Recovery Period

In equal instalments, recovered from interim payments in accordance with the frequency of payments and to be fully recovered before the expiration of the signed contract completion date.

BILL NO.1

PRELIMINARY AND GENERALLY

CARRIED TO SUMMARY US \$