

**CONSTRUCTION OF
BOUNDARY WALL**

AND

**RENOVATION &
EXPANSION**

OF

INDIA HOUSE

**25, Piers Road
Borrowdale
Harare**

SECTION NO. 1

MANDATORY REQUIREMENTS

PREAMBLE

The selection process shall be in two phases, it is a two envelope tender. The first and most critical stage will be the technical compliance evaluation which seeks to ascertain capacity and demonstrate ability to complete the works. Compliance with the first stage tender submission shall be regarded as a condition precedent for the second stage submission. **Non compliance with first stage will lead to automatic disqualification.**

Two bid system –Technical and Financial bids to be submitted in sealed envelopes along with third envelope containing EMD. The financial bid envelopes of technically qualified bidders only will be opened by Committee.

The second stage will comprise commercial and cost evaluation of the tender proposal.

The following items 1-19 must be **in all forms** submitted or stated of **failure which will lead to automatic disqualification.**

TECHNICAL REQUIREMENTS

1. COMPLIANCE TO DESIGN AND MATERIAL SPECIFICATIONS

Tenders will not be considered unless they comply fully with the design and material specification. No alternative design and material specifications will be considered.

2. BID VALIDITY

1. Offers will hold good for one hundred and eighty (180) days from closing date of tender. **Indian Embassy** will endeavor to make a final decision within the tender validity period, **Embassy of India also** reserves the right to negotiate an extension of validity with bidders. No tender can be withdrawn or amended during the one hundred and eighty (180) days from closing date of the tender. **Failure to state the bid validity will lead to automatic disqualification.**

3. VALUE ADDED TAX

a) VAT Registration Certificate

Bidders and their domestic Sub Contractors must be registered with the Zimbabwe Revenue Authority and must produce proof of registration in the form of V.A.T registration certificate.

b) Tax Clearance Certificate

Bidders and their domestic Sub Contractors must submit current Tax Clearance Certificate (ITF 263). **Those without the above stated information will be rejected/disqualified at adjudication.**

4. NSSA REGISTRATION & COMPLIANCE

Bidders and all their subcontractors must be registered companies contributing to NSSA Pension Schemes and must attach a current NSSA Clearance letter obtained from their nearest NSSA Regional Manager's office – for the current financial year 2016 and 2017. **Those without the above stated information will not be considered at adjudication.**

5. COMPANY CERTIFICATE OF INCORPORATION

Bidders must be registered with Registrar of Companies and must attach copy of Certificate of Incorporation **(CR14)**

7.1 Joint Venture Submissions

Bidders submitting bids as Joint Ventures **must attach proof** of the **contract agreement** entered into by the parties in the joint venture. **(Deed Agreement)**

6. COMPANY PROFILE

The profile for bidders must be attached with names of Directors, shareholding and company addresses and it is compulsory to indicate shareholding of Management/Directorship. In the case of Joint Venture submissions, profiles for all parties to the Deed of Agreement must be submitted.

7. CONSTRUCTION INDUSTRY REGISTRATION

Bidders must be registered in **Category A with CIFOZ, ZBCA or the Ministry of Local Government Public Works and National Housing** and **must submit proof of registration**. Tenders who are not in Category A as stated above will be rejected /disqualified at adjudication.

8. ERNEST MONEY DEPOSIT (EMD)

As per Rule 170 of GFR 2017, the Bidder/Tenderer are required to deposit Ernest Money Deposit (EMD) of US\$ 62,510.00 only for Construction of Boundary Wall and Renovation & Expansion of India House.

Original documents/receipts must be attached to the tender as proof of payment.

9. PROJECTS OF SIMILAR NATURE

The applicant should satisfactorily completed three similar works each costing US\$12,50,208/- or completed two similar works each costing not less than US\$18,75,312/- or one similar work not costing less than US\$ 25,00,416/- all excluding taxes during the last five years ending last day of the month previous to the one in which bids are invited for Construction of Boundary Wall and Renovation & Expansion of India House.

10. FINANCIAL STATEMENTS

- a) The applicant should have an average Annual Financial Turnover of not less than US\$ 15,62,760/- on similar works in the last 03 consecutive years ending last day of the month previous to the one in which bids are invited. This should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant.
- b) The applicant should be a profit making individual/company/firm. They should have not incurred any financial loss in more than 02 years in the last 05 consecutive years.

11. COMPANY BANK STATEMENT

The applicant should have Bank Solvency of US\$ 12,50,208/- excluding taxes, certified by a Banker not older than 6 months.

COMMERCIAL REQUIREMENTS

12. FORM OF TENDER

The bidder shall complete and sign the form of tender as attached in the Request for Proposal.

Non-completion of the Form of Tender shall lead to automatic disqualification of tender.

13. PRICING

Tenders should quote prices indicating,

- a) **Total price excluding Tax (VAT).**
- b) Exchange rates applicable, discounts and premiums or any other charges.

14. ERRORS IN TENDERS

The bidder is strongly recommended to check all pages, prices, extensions and costs for inconsistencies, arithmetical errors, omissions, etc., before submitting the tender.

There shall be no erasing or over-writing and any mistake which is corrected shall be initialed by the bidder.

Proposed Construction of Boundary Wall
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The bidder is solely responsible for the correctness and completeness of his tender. Should examination of the Bills of Quantities fail to reveal errors contained therein, this in no way relieve the bidder of this responsibility.

In the event of arithmetic errors, the bid prices shall be corrected as follows :-

- Where there is an error in total price, the unit rate multiplied by quantity shall take precedent.
- Discrepancy between amount in words and figures, the amount in words shall take precedent

Bidders must categorically state that they will accept the corrections in the event of arithmetic errors. **Failure to state will lead to disqualifications on the basis of ambiguity.**

GENERAL REQUIREMENTS

- 15. Two copies of all tender documents** shall be submitted by the bidder and original shall be clearly marked "**ORIGINAL**" addressed to the following;

Hand delivered to:

or

Posted to:

EMBASSY OF INDIA
12 NATAL ROAD
BELGRAVIA
HARARE

EMBASSY OF INDIA
12 NATAL ROAD
BELGRAVIA
HARARE

On or before **5 p.m.** on the **July 6th 2018.**

- 16. Tenders which are not received by 5 p.m. on the closing date whether by hand or post, will be treated as late tenders and will be returned unopened to the bidder.**

17. If the bid documents are being **delivered by courier service** the description of the tender must be clearly stated/endorsed on the courier's note or packaging and the courier must ensure that the documents are placed in the Tender Box. **Indian Embassy** will not be held responsible for documents that are not placed in the Tender Box nor delayed by being handed in to the wrong office.

18. TIME FOR COMPLETION

The completion period for the works shall be Twelve (12) months.

19. Non-return of documents fully completed to the level and format requested herein shall indicate an unwillingness on the bidder's part to be considered for adjudication and shall result in exclusion.

- 20. Liquidated Damages shall be levied 1% per week of delay of accepted tender cost up to a maximum of 10%.**

SECTION NO. 2

NOTICE TO TENDERERS

21. GENERALLY

The documents contains Sections and pages numbered as detailed in the Index, before the Tenderer submits his tender he must check the number of pages and if any are found to be missing or duplicated or the figures or letters indistinct or contain obvious errors, doubtful or ambiguous descriptions, he must inform the **Project Monitoring Consultant (PMC)** at once and have the same rectified, as no liability whatsoever will be entertained by the Quantity Surveyor in respect of errors in the tender due to the foregoing.

22. INSPECTION OF DRAWINGS, ETC

The Contract Drawings and Agreement and Schedule of conditions of Building Contract are available for inspection at the offices of the Project Manager during office hours on any working day until the time appointed for receipt of tenders.

23. PRICING OF BILLS OF QUANTITIES AND TENDER SUBMISSIONS

Tenders shall comprise the PRICED BILLS OF QUANTITIES, completed form of tender and annexures

All items in the bills of quantities are to be fully priced and extended in black ink. **The Project Monitoring Consultant (PMC)** will check the priced Bills of Quantities and in conjunction with the Tenderer rectify any discrepancies and adjust prices as necessary to maintain the tender figure as submitted before the signing of the contract.

24. SITE INSPECTION

The Tenderer is instructed to visit and examine the site prior to submitting his tender and acquaint himself with local conditions, access, the extent and nature to the operations, supply of and conditions affecting labour and the execution of the contract generally, as no claim for additional time and/or costs on the grounds of want of knowledge in such respects will be entertained.

A compulsory site visit by the Tenderers will be conducted at **1100 hours on 26th June, 2018**. Tenderers will be expected to be assembled at **25 Pierce Road, Borrowdale, Harare**.

25. SCOPE OF CONTRACT

As a guide to The Tenderer the works involved under this contract and measured or allowed for in these bills of Quantities comprises:

The construction of Boundary Wall and Renovation & Expansion of India House. The works are generally constructed of reinforced pads and ground beams, concrete columns, brickwork, and finishes

The scope includes specialist services as annunciated in the provisional sums section.

26. SUBMISSION TO TENDERS

The Tender shall be submitted on the Form of Tender supplied together with the completed annexures to the form of tender and PRICED BILLS OF QUANTITIES and all other information required and shall be delivered with the Tender in accordance with the requirements laid down in the Form of Tender.

Should the Tenderer require more information than detailed in the Tender documents, he is to request such information from the Architect.

No claims will be entertained arising from any misunderstanding of the works as the successful Tenderer will be deemed to have fully acquainted himself with the methodologies, drawings, nature and progression of the works.

No special conditions or qualifications shall be attached to the Tenders as these shall be based purely on the tender documentation provided.

27. ERRORS IN TENDERS

The Tenderer is strongly recommended to check all pages, prices, extensions and costs for inconsistencies, arithmetical errors, omissions, etc., before submitting the tender.

There shall be no erasing or overwriting and any mistake which is corrected shall be initialed by the Tenderer.

The Tenderer is solely responsible for the correctness and completeness of his tender. Should examination of the Bills of Quantities fail to reveal errors contained therein, this in no way relieve the Tenderer of this responsibility.

28. INFORMATION TO BE PROVIDED BY TENDERERS

Tenderers are advised that the tender sum submitted by tenderers will not be the only criteria upon which the selection of the successful tenderer will be based

The following information shall be provided by Tenderers either on the annexures to the form of tender or separately as appropriate and shall accompany their tender submissions:

Alterations to Tender Documents

Any qualifications or alterations to the tender document.

Daywork Rates

Daywork rates for labour, plant and materials applicable to authorized dayworks

Contract Management Structure and Site Personnel

Details of the proposed site management structure indicating who will be the lead site agent/manager and head office personnel who will be involved with the project. Full curriculum vitae may subsequently be requested by the Architect together with details of the individual's responsibilities

Cash Flow

The anticipated cash flow based on the tender price and proposed start and completion dates

Proposed Construction of Boundary Wall and Renovation & Expansion of India House

Programme

The project should be delivered in **12 (Twelve) Months**. A proposed construction programme of the works to meet this period should be submitted. The programme shall be suitably subdivided into sections and activities, including those for nominated sub-contractors. This programme shall be accompanied by detailed information which reflects the placing of resources upon which the tender is based. Such information shall include details of specific items of plant and equipment and specifications to be used for the various portions of the works. The programme shall be sufficiently detailed to substantiate the Tenderer's ability to meet or improve on the completion period.

Site Establishment Proposals

Confirmation that the proposed areas intended for site establishment offices, storage areas etcetera are adequate or alternative proposals.

List of Basic Prices

A list of basic price for all items (material and labour) which form part of the works and upon which the tenderer wishes to claim cost fluctuations.

Sub-Contractors

A schedule of the sub-contractors proposed to be used on the contract.

Sureties

A letter of intent of surety - ship from an approved bank or other financial institution or details of his alternate proposal to provide adequate and approved sureties.

29. ACCEPTANCE OF TENDERS

The Employer does not bind himself to accept the lowest or any part of any tender, nor will any reason be given for the rejection of a Tender.

The Employer's decision is final

Tenders shall remain valid for one hundred and eighty (180) days after submission.

Prequalification Stages: Tender without Ernest Money Deposit (EMD) would be rejected at first stage of scrutiny. The companies which qualify the first stage, their bids would be considered only and the lowest bidders would be the criteria.

The eligibility conditions: (i) no losses in last 5 years (ii) minimum 10 years of experience in the relevant field

Bidder may provide reference from satisfied clients for similar types of work.

Pre-bid meetings for providing clarification/replies to queries.

30. PERFORMANCE GUARANTEE, MOBILISATION, ADVANCE AND RETENTION MONEY

- **5% of the contract value in the form of Bank Guarantee issued by a Scheduled Bank, valid for 60 days, beyond the date of completion of all the contractual obligations of the contractor under the contract and discharged after completion of work.**

- **Payment Schedule to be incorporated in the tender document. Payment to be released strictly on the basis of physical progress of the work.**
- **The Contractor may be provided mobilization advance equivalent to 10% of the contract value on specific request of the contractor against an equivalent Bank Guarantee only.**
- **Advance Payment Guarantee if Contractor requires advance payment whose costs should be allowed for in this document.**

The following payment terms are applicable on this Project

- **10% Retention will be deducted on work done. It shall be released in two parts 5% after six months and balance 5% after 12 months from date of completion of work.**
- **Retention will be reduced to 5% on issue of the Taking-Over Certificate**
- **Balance of retention will be paid on issue of Bond (6 months).**

31. TIME FOR COMPLETION

Contract Period 12 (Twelve) Months

32. FAILURE TO SUPPLY INFORMATION

In the event of failure on the part of the Tenderer to furnish the information called for in the document or from subsequent formal requests by the Architect, then such failure may render the offer liable to disqualification.

33. QUERIES FROM TENDERERS

Any questions which Tenderers may wish to raise on this project shall be addressed in writing to: For the attention of: **Ms. Sushma Pawar, Attache (Project), Embassy of India, 12 Natal Road, Belgravia, Harare**

Project Monitoring Consultant (PMC)

To be received by the above not later 7 days before tender opening.

34. DRAWINGS

These Bills of Quantities have been prepared in accordance with the measurement drawings as shown on Appendix A.

35. METHOD OF MEASUREMENT

The method measurement of these Bills of Quantities is in accordance with the general principles laid down in the 'System of Measurement of Building Work in Zimbabwe' – Third Edition dated 1st May 1985 prepared and approved by the Zimbabwe Institute of Quantity Surveyors.

These Bills of Quantities **shall not be used for the ordering** of materials except at the Contractors risk.

Where appropriate, sizes and dimensions have been indicated in accordance with the 'Building and Construction Industry - Metric Dimensions of Materials and Components' July 1972, compiled by the Zimbabwe Institute of Architects and Zimbabwe Institute of Quantity Surveyors.

Wherever sizes are given in Imperial, the Metric equivalent shall apply and conversely, when given in Metric, the Imperial equivalent shall apply.

36. EARLY ORDERING OF MATERIALS

As the time for completion of this Contract is of the utmost importance and also every endeavor is to be made to avoid price escalation, the Contractor will be required to immediately order all possible materials for the Contract where he is required to do so upon the signing and acceptance of the Contract.

When materials are ordered and delivered to site or held in stock solely for this Contract, such materials will be inspected, checked and agreed for inclusion in the Certificates as materials on site. Responsibility for the storage and safe keeping of the materials shall remain with the Contractor.

37. MATERIALS, ETC TO BE FIXED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS

Where materials, fittings, finishings and the like have been specified in the Bills of Quantities, under a trade name, proprietary brand or catalogue reference, they shall be deemed to be fixed and they shall be priced on the cost of such named products.

38. AVAILABILITY OF MATERIALS

Should any Tenderer be unable to obtain materials and firm quotations for items measured and specified in these Bills of Quantities, then he shall report in writing to the Architect immediately. In the event of the Tenderer failing to comply with this clause, his tender shall be deemed to be firm for the items as described and he shall be deemed to be responsible for the supplying and fixing of the same at the rates tendered in these Bills of Quantities.

39. CONFINE OPERATIONS

The Contractor shall not in the execution of the Works enter upon or otherwise make use of any lands adjoining the site of the Works without the consent in writing of the Architect or without the consent of the owner of such adjoining lands having been previously obtained, but shall (except with such consent) confine his operations within the site of the Works. No trespassing beyond the limits as above described will be allowed.

40. ACCOMMODATION FOR EMPLOYEES

The contractor will not be allowed to accommodate employees other than watchmen, guards, etc. on any area of the site.

41. SURETIES

The tenderer's attention is drawn to the requirement to provide sureties and is advised that said sureties should be in the hands of the **Project Monitoring Consultant (PMC)** within two weeks of notification of award of Contract. Failure to present said sureties will result in payments for work executed being withheld until approved sureties are received.

42. EXPENSES IN PREPARATION OF TENDERS

The Employer will not be responsible or pay for any expenses or losses which the Tenderer may incur in the preparation of his tender.

43. CONFIDENTIALITY OF TENDER SUBMISSIONS

All recipients of tender documents shall treat the details of such submissions as private and confidential and every effort will be made to ensure that their general content shall not be disclosed or discussed with other parties.

44. DEFECTS LIABILITY PERIOD

Should the Contractor neglect to comply with such instructions or be in any way unable or unwilling to rectify the faults, the Employer may employ other persons to carry out the work and the cost thereof shall be a debt due by the Contractor to the Employer and may be recovered by deduction from any money due or become due to the Contractor.

45. CONTRACT DRAWINGS

Copies of all drawings are to be kept on the site one copy of each drawing shall be properly mounted on boards and on completion of the Contract all drawings are to be returned to the **Project Monitoring Consultant (PMC)**.

46. FORCE MAJEURE

In the event that either party is prevented wholly or in part, by any force majeure cause, as defined hereinafter from performing or accepting performance by the other party, the parties will either agree to a fresh completion date by condoning the period of delay arising out of such non-performance or may by mutual consent, treat the contract as terminated. However, if the force majeure conditions persist for an unreasonably long time, the party not under force majeure conditions may, by giving a notice to the other party, terminate the contract. In either case of termination, both parties will have no claim for compensation against each other, but shall receive their dues as prevailing on the date of commencement of force majeure conditions. Force Majeure is herein defined as:

Any cause which is beyond the reasonable control of the Consultant or Employer Natural phenomena including but not limited to weather conditions, fire, explosion, flood, drought, earthquake and epidemic;

Acts of any Government authority, domestic or foreign, including but not limited to was declared or undeclared, priorities, guarantees, endangers, licensing controls or production or distribution restrictions;

Disruption in communication;

Strikes and lockouts;

Sabotage, riot, civil commotion, invasion and insurrection.

47. ARBITRATION

In the event of any dispute or difference arising at any time between the parties relating to the construction; meaning or effect of the AGREEMENT or any other cause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this AGREEMENT or otherwise in relation to the terms; whether during the continuance of this AGREEMENT or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations. If however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be HARARE (Zimbabwe)

No drawing (except a full size detail) shall be scaled. In all cases detailed and large drawings shall be considered to supersede smaller scale drawings. All dimensions must be checked on site. The coordinating and checking off all drawings will be the responsibility of the Contractor who must give a minimum of 48 hours notice of any discrepancies to the Architect before the effected works are to proceed in order not to delay the contract. All discrepancies must be reported to the Architect immediately. Should any part of the drawings not be clearly eligible to the Contactor or show differences or be at variance with the Architect's instructions, specification or these bills of Quantities, he must report same to the Architect for 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.

APPENDIX A

TENDER AND MEASUREMENT DRAWINGS

DRAWING NO.	DESCRIPTION
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Architect's drawings

Plan
Sections, Elevations