**FORM OF CONTRACT AGREEMENT**

**AN AGREEMENT MADE THIS** ***6th***  day of ***January*** 2025

**BETWEEN MBIRE RURAL DISTRICT COUNCIL**

The Chief Executive Officer, Mbire Rural District Council, in such capacity acting for and on behalf of Mbire Rural District Council (hereinafter called the “Client or Employer") of the one part:

AND ***CMED PRIVATE LIMITED***

of ***R. Tangwena/H. Chitepo Avenue, Harare*** (herein after called "the Contractor") of the other part.

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

***Dozing and stock piling*** ***of gravel at Mahuwe*** using a D7H Bulldozer at **wet rate.**

And has accepted a Bid by the Contractor for the dozing and stockpiling of gravel to the Engineer’s technical specifications.

**NOW IT IS HEREBY AGREED** as follows:

1. In this Agreement words and expressions shall, unless the context otherwise requires, have the same meaning as are respectively assigned to them in the General Conditions of Contract (ZGCC4) hereinafter referred to.

2. The following documents shall be deemed to form, be read and construed as part of this agreement, viz:

a) The said Bid (Tender)

b) The Drawings (if any)

c) General Conditions of Contract for Works of Civil Engineering Construction (ZGCC4)

d) The Specifications (General and Special)

e) The Output and Performance Schedule

f) Any covering letters or orders in writing subsequently supplied to the Contractor and signed by or on behalf of the Chief Executive Officer.

3. In consideration of the payments to be made by Mbire Rural District Council to the Contractor as hereinafter mentioned, the Contractor hereby agrees with the Mbire Rural District Council to implement the defined scope of the works in conformity in all respects with the provisions of the Contract.

4. Mbire Rural District Council hereby agrees to pay the Contractor in consideration of the completion of the defined scope of works in conformity in all respects with the provisions of the Contract and the Contract Price at the times and in the manner prescribed by the Contract.

5. The contractor agrees to pay a Contract Administration Fee to the Procurement Regulatory Authority of Zimbabwe (PRAZ). The Contract Administration Fee set out in Part V of the Fifth Schedule of the Regulations is due upon the signing of the Contract and the applicable Fee is ***US$301.00 or its equivalent*** which should be paid to PRAZ before contract signing. Proof of payments should be sent to Mbire Rural District Council for its records.

The contract price is **USD$20,064.60 *to be paid at the prevailing interbank rate on the date of payment.***

**IN WITNESS** whereof the parties thereto have hereunto set their hands at Mbire RDC Offices on the day and year first above written.

**FOR THE CLIENT**

SIGNED by the said: .................................... Designation: ***Chief Executive Officer***

(for and on behalf of the Client)

.....……………….............................. Date :............................................

(Name in Capitals)

In the presence of Witness:

SIGNED ......................................................... ......................................................

(Witness) (Name in Capitals)

**FOR THE CONTRACTOR**

SIGNED by the said: ......................................... Designation: .................................

(for and on behalf of the Contractor)

.....................................………………………… Date: ............................................

(Name in Capitals)

In the presence of Witness:

SIGNED ............................................................. .................……………...….........

(Witness) (Name in Capitals)

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