



REPUBLIC OF ZAMBIA

GOVERNMENT GAZETTE

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GAZETTE NOTICE No. 407 OF 2012

[3845712

The Industrial and Labour Relations Act

Section 71 (1) (a) and (b)

Joint Industrial Council Collective Agreement

(As Amended – March 2012)

between

The Association of Building and Civil Engineering
Contractors

and the

National Union of Building, Engineering and General
Workers

for the

Period Effective 1st March 2012 To 31st December 2013

1. PERIOD AND SCOPE:

This Agreement is entered into by and between the Association of Building and Civil Engineering Contractors (hereinafter called the "Association") and the National Union of Building Engineering and General Workers (hereinafter called the Union) whereas both parties agree that the document accurately reflects consensus reached during the course of negotiations and agree to abide by the terms and conditions of this Agreement.

The provisions of the Agreement shall apply to all members of the Joint Industrial Council and shall not apply to any support staff employed by the employer that are not members of the union.

This Agreement commences with effect from the 1st day of March 2012 and the contents herein shall have effect from the date aforesaid

The Parties hereto further agree that all benefits under the previous Agreement have been settled in full by the employer in compliance with the provisions therein

2. DEFINITIONS:

"Building Industry" and/or "Industry" and/or "Building and Allied trades" and/or "Contractors involved in the Mining Industry" shall be deemed to cover the industry in which employers and employees are associated for the purpose of erecting, completing, air conditioning which requires structural adjustments or alterations, or additions, renovating, repairing, maintaining, or altering buildings or structures and/or the making and/or the manufacturing of articles for the use in erection, completion or alteration of buildings and structures, whether the work is performed, the materials are prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following activities or subdivisions therefore:"

"Air-conditioning which requires structural adjustments or alterations and additions and which include installations having for their purpose the delivery, extraction or conditioning of air for any purpose in any building or structure;" "Asbestos/cement/and/or any

substitute material which includes the fixing of roof covering whether of tiles, corrugated or flat sheeting, wall coverings, floor and wall tiling, pre-cast products, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"

"Asphalting, which includes asphalting floors, roofs, water proofing foundations, basements or walls, laying method or other compositions and rubber flooring;"

"Bricklaying, which includes concreting and fixing of the concrete blocks, tiling of walls and floors, pointing, laying mosaic work, facing work in slate, in marble and in composition, drain laying, slating and roof tiling, asphalting, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"

"Electrical installation, which includes electrical fitting and wiring and operations incidental thereto;"

"French polishing, which includes polishing with a brush or pad and spraying with any composition;"

"Joinery, which includes the manufacture of all articles of joinery, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;"

"Lift installation, which includes the manufacture of lift cars or cages and the erection and/or maintenance of lifts;"

"Light making, lead and other metals, which includes the manufacture and or fixing of lights, display signs and glazing relating thereto;"

"Masonry, which includes stone cutting and building (also the cutting of ornamental and monumental stone work); concreting, and the fixing or building of pre-cast or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operating of stone working machinery and sharpening masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"

"Metal work, which includes the fixing of steel ceiling, metal windows, metal doors, builders' smith work, the fixing of drawn metal work, and sheet and extruded metal, whether or not the fixing in the building or structure is done by person making or preparing the article used;"

"Painting, which includes decorating paper hanging, glazing, (which includes bedding back, puttying and insertion of glass), distempering, lime or colour-washing, staining, graining and marbling and spraying and plastic texture work, stippler work, knotting and sign-writing;"

"Plastering, which includes modelling, granolithic and composition flooring, pre-cast or artificial stone work, wall and floor tiling, paving and mosaic work, making and fixing fibrous plaster and plaster board, asphalting, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"

"Plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drain laying caulking, ventilating, heating, hot and cold water fitting, including the fixing and water fitting of electric geysers, fire installation and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;"

"Shop, office and bank fittings, which include the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screen and interior fittings and fixtures, whether manufactured in wood or metal;"

"Steel reinforcing, which includes the fixing of all classes of steel and other metal columns, girders, steel joints, or metal in any form which form part of a building structure provided that the total weight of such material shall not exceed two tons in any one building or structure;"

"Wood working, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood and cork and sand papering of same, roof tiling, asphaltting, whether or not the fixing in the building or structure is done by the person making or preparing the article used."

"Civil Engineering Industry" means without in any way limiting the ordinary meaning of the expression the industry in which employers and employees are associated for any or all of the following purposes;

"Construction of docks, harbour works, piers, quays, sea defences, wharves, aqueducts, bridges, cable ducts, viaducts, aerodromes, road bunkers, bins, cooling towers, silos, water towers, dams, irrigation works, pipelines, reservoirs, river works, filter beds, sewerage works, sewers, railways, tunnels, caissons and mine shaft collars;"

"Civil engineering work in connection with thermal and hydro-electric schemes; cement grouting operations and pile driving; any other work of a similar nature, including excavations and foundation works involving problems of a civil engineering character."

"Clerk" means an employee wholly or mainly engaged in writing and or typing and/or any other form of clerical or office work, including time-keeping.

"Continuous Period of Service" means a period of service during which an employee has worked continuously for the same employer without absents himself save with lawful excuse or permission.

"Employee" means any person employed under a contract of service in the Industry.

"Employer" means any person, or any firm, corporation, company, partnership, co-operative society or body of persons who or which employs any person to work under a contract of service, either oral or written, in the Building and Civil Engineering Industry."

"Month" shall mean a continuous period of 195 normal working hours. Made up of a maximum of 45 hours per week Monday – Saturday, with a maximum of up to 9 hours per day."

"Joint Council" and/or "Council" means the Joint Council for the Building and Civil Engineering Industry.

"Semi-skilled worker" means any person employed as a charge hand (Captain or workmen) or operative (person using or operating any of the power driven plant referred to under Operatives Class IV)."

"Skilled worker" means any person (other than a workman) employed in the Industry who is engaged in any one or more of the

following trades and who holds the appropriate Trades Test Certificate issued by the council Bricklaying and/or plastering, carpentry, joinery, plumbing, sheet metal working, drain laying, electrical wiring, painting, glazing, driving and structural welding, bar bending and reinforcement fixing, concrete float, surface finishing, plant repair and maintenance, scaffolding, shutter fixing, structural steel work, timbering."

"Watchman" means a person engaged to watch over any property in or on any building, yard site or other place."

"Workman" means any person engaged in any work in the Industry, which requires no particular training or skill."

"Working week" means six working days (which shall include Public Holidays for which the employee is in terms of this Agreement credited with one normal working day) in any seven consecutive days.

3. ALTERATIONS OR AMENDMENTS:

"The party requesting a review of the Agreement shall do so in writing and stipulate the proposed changes and indicate a proposed date, time and venue for the meeting."

Provided that always salaries and wages shall be reviewed on an annual basis.

4. DISPUTES:

"Any dispute regarding the interpretation application or administration of any provision of this Agreement may be handled as provided by the law on the settlement of Collective disputes or any dispute procedure, which may be agreed upon by the parties"

5. WAGES SALARIES AND ALLOWANCES:

The Parties agree that the minimum basic rate of wages paid to any person employed in the Industry shall be in accordance with this Agreement. Provided that nothing in this Agreement shall prevent the Union & individual employers from negotiating basic rates of pay and conditions of service in respect of specialised items of equipment not recorded in this Agreement.

The Parties have agreed that the basic rate of payment shall be per hour unless it is expressly stated otherwise. The parties have further agreed that the hourly rate of payment for each class of employee and each other such class that is paid a monthly basic salary shall be as set out in the first schedule of this Agreement and as amended from time to time when necessary.

6. CLASSIFICATION OF WORKERS:

WATCHMAN/SECURITY GUARD

"The Parties hereby agree that the hours of attendance of work by this class of employee shall be at the demand of his employer during hours outside the normal working hours of his employer,"

"Provided that a Watchman/Security Guard working more than four shifts in any calendar week consisting of seven consecutive days shall be paid overtime at the rate of ordinary full pay plus half of ordinary full pay plus half of ordinary full pay per shift for shifts worked.

"Provided also that in the case of a Watchman/Security Guard who is absent from work through illness and who produces a valid medical certificate, or, in the case of a Watchman/Security Guard who is absent from work with the permission of his employer, the shifts which such Watchman/Security Guard would normally have worked during the calendar week or calendar weeks when he was absent from work, shall be included in the time worked when calculating overtime."

All Shifts worked by a Watchman/Security Guard on a paid public holiday as defined in Section 5 of the Collective Agreement for the Industry shall be paid for those shifts worked on a paid public holiday. A shift in the case of a Watchman/Security Guard shall be of fourteen continuous hour's duration.

SEMI SKILLED WORKERS:

"The Parties have agreed that Semi Skilled workers shall include any person employed as a charge hand or operator person operating a mechanical device such as a concrete mixer, hoist, cook and lorry mate and such person shall be paid in accordance with the rate as set out in the first schedule for semi skilled workers."

The Parties have agreed that any person over the age of 21 years engaged in trade as defined by the term skilled worker and employed under supervision for the purpose of becoming skilled in that trade shall be classified a learner and paid in accordance with the relevant rate as set out in the first schedule.

Provided that no person shall be employed as a learner with one employer after completing twelve calendar month's continuous service.

LICENSED DRIVER:

The parties have agreed that consideration be given to the responsibility of the job when paying wages in excess of the minimum rate.

SKILLED WORKER. CLASS III:

The Parties have agreed that any person who has successfully taken a Grade I Trade Test approved by the Joint Council and who is in possession of either a Class III Trade Test Certificate issued by the Council or an Interim Certificate issued by a Technical College or a Trades Training Institute recognised by the Joint Council shall be classified a Skilled Worker and paid in accordance with this Agreement and as set out in the First Schedule.

"It has been further agreed that this class shall include a Painter/ Glazier a Bricklayer/Plasterer a Sign-writer a Woodworking machinist a Carpenter and Joiner Cabinet maker an Electrical Wireman a Plumber, a Sheet-metal worker a Plant Mechanic and a Metal Fabricator/Boilermaker who has successfully taken a Grade I Trade Test as approved by the Council or such other Class III Trade Test as set out in this provision."

SKILLED WORKER. CLASS II:

"The Parties have agreed that any person who has successfully taken a Grade II Trade Test approved by the Joint Council and who is in possession of either a Class II Trade Test Certificate issued by the Council or a full Craft Certificate issued by a Technical College or a Trades Training Institute recognised by the Joint Council or an Interim Certificate holder with satisfactory practical experience shall be classified as a Class II worker and paid in accordance with such rate as set out in the first schedule. It has been further agreed by the parties that this class shall include the following a Painter/Glazier a Bricklayer/Plasterer a Sign-writer a Woodworking machinist a Plumber, a Sheet-metal worker a Carpenter and Joiner Cabinet maker an Electrical Wireman a Plant Mechanic and a Metal Fabricator/Boilermaker who has successfully taken a Grade II Trade Test as approved by the Council or such other Class II Trade Test as set out in this provision."

SKILLED WORKER CLASS I:

"The Parties have agreed that any person who has successfully taken a Grade III Trade Test approved by the Joint Council and who is in possession of either a Class I Trade Test Certificate issued by the Council or a full Craft Certificate issued by the Council or a full Craft Certificate with satisfactory practical

experience shall be classified as a class I Skilled Worker and shall include a Painter/Glazier a Bricklayer/Plasterer a Sign-writer a Woodworking machinist a Plumber, a Sheet-metal worker a Carpenter and Joiner a Cabinet maker an Electrical Wireman a Plant Mechanic and Metal Fabricator/Boilermaker."

SECURITY OFFICER/POLICEMAN:

The parties have agreed that this includes any person who has undergone formal training in police work and such person shall be paid a wage as set out in the first Schedule.

OPERATIVES CLASS IV:

The Parties have agreed that this shall include any semi-skilled workman using or operating any or all of the such power driven plant equipment that shall include Compressors Crushers Dumpers up to and including 1m3 capacity Mixers Power-driven tools Rollers including up to and including 2T and Winches other than piling winches

OPERATIVES CLASS III:

The Parties have agreed that this shall include any semi-skilled workman using or operating any or all of such power driven plant equipment that shall include Cranes Derricks Dumpers over 1m3. Capacity Lorries Mechanical Spreaders Rollers over 2T small tractors and attachment up to approx 38kW piling Winches and Excavators of up to approx 38kW.

OPERATIVES CLASS II:

The Parties have agreed that this class shall any person who operates Dumpers (Euclid or similar) Earthmoving tractors & attachments Graders Excavators and Loading Shovels in excess of 38kW and up to 1m3. Capacity Trenchers.

OPERATIVES CLASS I:

"The Parties have agreed that this class shall include any person employed to operate Excavators and Loaders Shovels in excess of 1m3 capacity and an operator of major mechanical plant designated by his employer and who when a Trade Test and Trade Test Certificate are approved by the Joint Council, has passed such test and is in possession of the appropriate Trade Test Certificate."

OPERATIVES CLASS II GRADE A:

"The Parties have agreed that this class shall include any person who operates Shovels more than 3.2m, Cranes more than 20 tonne and Loaders more than 4m.

OPERATIVES CLASS II GRADE B:

The Parties have agreed that this class shall include any person operating Bulldozers/Pushers of more than 110kW Scrapers of more than 18m. or 30T Dumpers more than 18m. or 30T Graders Loaders of more than 1.8m Cranes of more than 10T Blast-hole drills of more than 100mm. Diameter Shovels of less than 3.6m Water-cart of more than 30T and Compactors of more than 20T.

OPERATIVES CLASS II GRADE C:

"The Parties have agreed that this Class shall include any person operating a Bulldozer of less than 110kW Scrapers of less than 18m or 30T Dumpers of less than 18m. or 30T Loaders of more than 1.8M Cranes of more than 5T Water-carts of more than 9,000ltr Wagon drills of 10mm. Diameter or less License Blaster Drivers (general purpose vehicle) Pump-man (Static installation) Learner Blaster Artisan helper Tally checker-spotters Greasers Banks-man Workman Provided that there shall be no difference in the wages of open pit workers working on the surface or in the open pit."

UNDERGROUND WORKERS:

"The Parties have agreed that that this class of employees shall include the Section Boss, Ganger, Assistant Ganger, Artisan, Grouting Operator, Crew Boss I, Crew Boss II, Loader Driver, Loco Driver, Hoist Driver, Machine-man, Spanner-man, Artisan

Loading hand, Banks-man, Lashers, Stage-Hand, Grouting-helper, Artisan helper, Change-house man, Bank helper, Batching plant helper, Sanitation, Messenger, Cleaner."

SUPPORT STAFF ON MONTHLY SALARY:

"The Parties to this Agreement have further agreed that the following staff shall be on a monthly salary as set out in the Second Schedule hereto a book-keeper with the ability to take book up to trial balance, Secretarial-Shorthand/Typist with the ability of 80 words per minute typing, Audio typist with the ability of 35 Words per minute typing, Copy Typist with the ability of 34 words per minute typing, Accounts Clerk with the ability to meet the requirements of the job, Ledger Clerk with the ability to meet the requirements of the job."

The Parties have further agreed that there shall be different classes of clerical staff and the salary for each such shall be as set out in the Second Schedule.

"The Parties have further agreed that Class I General Clerks shall include Site Clerks, Timekeepers, Stores Clerks, Sales Clerks, and Wages Clerks (with the ability to meet the requirements of the job)."

The Parties have further agreed that Class II General Clerks shall include a Receptionist Telephone operator and Filing Clerks with the ability to meet the requirements of the job.

"The Parties have further agreed that the clinical staff as set out in this provision shall be paid a monthly salary as set out in the second schedule and shall include Nurses, Clinical Assistants, Zambia Enrolled Nurses (ZEN), Registered Nurses."

Provided that always no person covered by this Agreement already receiving a wage or salary in excess of such wage or salary laid down in this amendment shall suffer any reduction of wage salary or conditions enjoyed by such person prior to the signing of this amendment.

7. SHIFT WORK:

Where work is carried out at night by separate gang or gangs of men from those working during normal day time hours men so working shall be paid at the rate of ordinary full pay plus a shift differential calculated on a rate of 15 Percent of such employees basic hourly rate of pay.

Provided that always the shift differential shall be deemed to be conditional payment and shall not be enhanced when calculating overtime payments. Normal overtime provisions shall apply for hours worked in excess of forty-five (45) per week.

The Parties to this Agreement further reaffirm that the long standing custom in the industry that irregular hours have on occasion to be worked and therefore the shift differential shall be paid only when the gang or gangs in question have worked these irregular hours for a continuous period of six months provided that always no retrospective payments shall be made.

8. OVERTIME AND HOURS OF WORK:

The normal hours of work for a working week shall not exceed forty-five (45) hours provided that always an employee shall not be required to work continuously for more than five and half-hours without a break of not less than thirty minutes. The time of such break shall be at the discretion and fixed by the employer provided that alterations in the time set for such break do not take place unless thirty days notice has been given to the employees. The Employer shall notify the employees of the time of such break by means of a notice displayed in a conspicuous place at the place of work

"Where an employee has worked for more than forty-five hours in any working week the hours worked in excess of forty-five shall

be paid at the rate of ordinary full pay for that time plus half of ordinary full pay for that time provided that in the case of an employee who is absent from work through illness and who produces a valid medical certificate or in the case of an employee who is absent from work with the permission of his employer the hours which such employee would normally have worked during the shift or shifts when he was absent from work shall be included in the time worked when calculating overtime, provided that further when the normal working week as fixed by the management as provided in the above paragraph shall apply to all hours worked in excess of such normal working week."

Where the hours worked by the employee in any one day extend past midnight into the following day then the hours worked past midnight shall be paid at the basic rate of ordinary full pay for that time plus ordinary full pay for that time.

All hours worked on a Sunday or on Christmas or New Year's Days shall be paid at the basic rate of ordinary full pay for that time plus ordinary full pay for that time in addition to the pay due to the employee in terms of the second schedule of this Agreement.

Provided that always the provisions of these paragraphs shall not apply in the case of a watchman. The hours to be paid as overtime shall be determined at the conclusion of each working week.

9. PUBLIC HOLIDAYS:

The Parties have further agreed that paid Public Holidays will be granted as Gazetted and presently includes such public holidays as set out in the Fourth Schedule of this Agreement. Payment in respect of the said holidays as set out in the Fourth Schedule shall be made at the current basic rate of the employee concerned on condition that the employee is available for work for his employer on the next preceding working day and on the next following working day

The following is a list of Paid Public Holidays:

New Years Day
International Women's Day
Youth day
Good Friday
Holy Saturday
Easter Monday
Labour Day
Africa Freedom Day
Heroes Day
Unity Day
Farmers Day
Independence Day
Christmas Day

10. ANNUAL CLOSE DOWN:

The Parties have agreed that there shall be an Annual Close Down period of all work places that are governed by this Agreement and the period of such close down shall be for 14 (Fourteen) consecutive days and as set out by the Joint Industrial Council in Clause 10.4

Any employee, (other than a Watchman/Security guard or employees working on operations involving continuous production within the mining sector) working during the Annual Close down shall be paid at the rate of ordinary full basic rate of pay for the time worked plus an additional ordinary full basic rate of pay for that time so worked during the Annual Close Down period.

The worker shall be granted as early as possible thereafter a period of leave equal to the period which he has so worked.

SECOND SCHEDULE

The Following is the prescribed set of tools herein before referred to. All artisans are expected to have an appropriate tool box.

1. *Brick-Layer/Plasterer:*

- 1 x Cold Chisel
- 1 x Hammer (4kg)
- 1 x Spirit Level (1m)
- 1 x Building Line
- 1 x Trowel
- 1 x Pointing Trowel
- 1 x Wood Float
- 1 x Brick Layers Square (Flat & Phillips)
- 1 x Tape measure (3m)
- 1 x Spirit Level (30cm)

2. *Carpenter/Joiner*

- 1 x Ratchet Brace
- 1 x Wood chisel set (6mm - 25mm)
- 1 x Claw Hammer
- 1 x Jack Plane (300mm minimum)
- 1 x Hand Saw
- 1 x Tenon Square
- 1 x Screw Driver (30cm & 15cm)
- 1 x Tape Measure (3m)

3. *Plant Mechanic*

- 1 x Set of Spanners (ring/flat comb. 6-22mm)
- 1 x Shifting Spanner (30cm)
- 1 x Pipe Wrench (45cm)
- 1 x Hammer (ball)
- 1 x Hammer (8Kg)
- 1 x Cold Chisel (25cm)
- 1 x Pliers
- 1 x Set of Screw Drivers (Flat & Phillips)
- 1 x Screw Driver

4. *Plumbers*

- 1 x Pipe wrench (30 & 45cm)
- 1 x Shifting Spanner (30cm)
- 1 x Cold Chisel (25cm)
- 1 x Brick Hammer
- 1 x Pliers
- 1 x File (steel)
- 1 x Hacksaw
- 1 x Rasp file
- 1 x Tape (3m)

5. *Electrician*

- 1 x Tape Measure (3m)
- 1 x Chasing Hammer
- 1 x Pliers (insulated)
- 1 x Hacksaw
- 1 x Electricians Tester
- 1 x Shifting Spanner (20cm)
- 1 x Side Cutter (insulated)
- 1 x Set Screw Driver (Flat & Phillips)

THIRD SCHEDULE

CONTRACT OF SERVICE

1. *Probation:*

The probationary period shall be three (3) calendar months. During which period the terms and conditions of service of the employee shall be as spelt out in the letter of offer of employment. During the probation period, employment may be terminated by either party giving twenty-four (24) hours notice, or one day's pay in lieu thereof.

2. *Confirmed Employees:*

2.1. Once an employee has satisfactorily completed the probationary period, the employee shall be confirmed in the position. The terms and conditions of service of the confirmed employee shall be governed by the letter of appointment, the provisions of this Collective Agreement and any other relevant employment legislation

3. *Termination of Employment:*

Notice of termination of employment of a confirmed employee shall be thirty (30) calendar days by either party, or thirty (30) days pay in lieu thereof. Termination of an employee's service by the employer shall be in accordance with the such procedures as are agreed by the parties in respect to discipline, incapacity or redundancy

4. *Disciplinary Code:* The parties have agreed that the offences shall be divided into four categories of offences. In the interest of all parties, extenuating or mitigating factors will always be taken into account. It has been further agreed that an individual's entire employment record shall be taken into account.

CATEGORY I: This category shall include such offences as poor time keeping, failure to wear protective clothing, poor work performance and such similar offences. The parties have agreed that this category of offence shall result in a written warning from the employer to the employee which letter shall become a part of the employees' record of employment.

CATEGORY II: This category shall include such offences as sleeping on duty, failure to follow standing instructions, violations of safety rules and such similar offences. The parties have further agreed that the employer shall give the employee a verbal warning on the first such violation, followed by a written warning for a maximum of two such similar offences thereafter. Failure to comply with such written warning by the employee shall result in the employee moving into the category III of the Disciplinary Code and such employee shall therefore be liable to face such disciplinary action as provided under the aforesaid category.

CATEGORY III: This category of offence would include drinking on duty, being under the influence of alcohol or habit-forming drugs, desertion. The parties have agreed that this category of offence shall result in immediate suspension for the period of one month without pay and a written warning and subsequent dismissal if any one of the aforesaid offences or such similar offence is repeated by the employee after such written warning from the employer.

CATEGORY IV: This category would include offences that would result in the employer suffering substantial loss or the Laws of Zambia being contravened. This category of offence would include such offences as theft, fraud and corruption and any such similar offences. The corrective action to be taken under this category by the employer would be the dismissal of the said employee.

P. E. GOLSON,
Secretary,

Joint Council for the Building and Civil Engineering Industry

LUSAKA

GAZETTE NOTICE No. 408 OF 2012 [3845139/6]

**The Companies Act
(Cap. 388)**

Notice Under Section 337

NOTICE IS HEREBY GIVEN that Bernard Leigh Gadsden who was/were appointed Liquidator/Provisional Liquidator in relation to Yielding Feeds Limited Company Registration No. 73707 has/have ceased to act as such with effect from the 13th day of March, 2012.

W. BANDA,
Senior Inspector of Companies
for/Registrar
Patents and Companies
Registration Agency

P.O. Box 32020

LUSAKA

13th March, 2012

GAZETTE NOTICE No. 409 OF 2012 [3845139/3]

**The Companies Act
(Cap. 388)**

Notice Under Section 361

NOTICE IS HEREBY GIVEN that at the expiration of a period of three months after the publication of this notice, FQM Zambia Limited, Company Registration No. 27744, Incorporated in Zambia on 10th day of February, 1993 and having its place of business at Bwana Mkubwa Mine, Bwana Mkubwa Ndola will be struck-off the register of companies pursuant to Section 361 of the Companies Act Cap. 388 of the Laws of Zambia unless due cause is shown to the contrary.

W. BANDA,
Senior Inspector of Companies
for/Registrar & CEO
Patents and Companies
Registration Agency

P.O. Box 32020

LUSAKA

1st March, 2012

GAZETTE NOTICE No. 410 OF 2012 [3845139/4]

**The Companies Act
(Cap. 388)**

Notice Under Section 361

NOTICE IS HEREBY GIVEN that at the expiration of a period of three months after the publication of this notice, Global Dental Suppliers Limited, Company Registration No. 87778, Incorporated in Zambia on 21st day of October, 2010 and having its place of business at Plot No. 609, Kasangula Road, Roma Lusaka Zambia will be struck-off the register of companies pursuant to Section 361 of the Companies Act Cap. 388 of the Laws of Zambia unless due cause is shown to the contrary.

W. BANDA,
Senior Inspector of Companies
for/Registrar
Patents and Companies
Registration Agency

P.O. Box 32020

LUSAKA

13th March, 2012

GAZETTE NOTICE No. 411 OF 2012 [3845139/7]

**The Companies Act
(Cap. 388)**

Notice Under Section 361

NOTICE IS HEREBY GIVEN that at the expiration of a period of three months after the publication of this notice, Lituso Trust Charity Limited, Company Registration No. 78485, Incorporated in Zambia on 30th day of April, 2009 and having its place of business at Plot No. 3779 B, Chilubula Close Olympia Park, P.O. Box 30144, Lusaka Zambia will be struck-off the register of companies pursuant to Section 361 of the Companies Act Cap. 388 of the Laws of Zambia unless due cause is shown to the contrary.

W. BANDA,
Senior Inspector of Companies
for/Registrar
Patents and Companies
Registration Agency

P.O. Box 32020

LUSAKA

13th March, 2012

Zambia Revenue Authority
Customs Services Division

Lusaka Port Auction Sale Notice

NOTICE IS HEREBY GIVEN that the following goods, under seizure, and listed in the schedule below are offered for sale. In terms of Section 33 and 162 of the Customs Excise Act, goods listed in the schedule and presently in the Customs Warehouse at Lusaka Port will be disposed of unless duties, charges and other legal obligations due on them are taken care of within a period of forty-five days from the publication of this notice. Persons wishing to obtain more details regarding the sale should contact the Station Manager at Lusaka Port, Customs Services Division.

NOTE:

The Zambia Revenue Authority or its Agent does not in any way warrant goods title in respect of the goods being sold. In the event that there is a subsequent claim of superior title by a third party or Sovereign Government other than The Republic of Zambia, the Authority or its Agent shall not be liable in any way whatsoever to anyone purchasing any of the goods mentioned in the schedule.

						DINGANI C. BANDA, Commissioner—Customs Services
LUSAKA						
RECOMMENDED FOR DISPOSAL 4th APRIL 2012						
Item No.	Seizure No.	Date	Importer	Description	PCS/qty	VDP
1.	027112E	22/02/2011	Pigeon Management Services	Montex Ball Pens	383 ctns	K217,971,734.4
2.	027113E	22/02/2011	Pigeon Management Services	Montex Ball Pens	467 ctns	K348,025,600.00
3.	027114E	22/02/2011	Pigeon Management Services	Montex Ball Pens	813 ctns	K592,768,512.00
4.	027115E	22/02/2011	Pigeon Management Services	Montex Ball Pens	500 ctns	K390,600,000.00
5.	024779E	30/11/2010	Zambia Route Solutions	Casino Machines	68 pcs	K263,981,630.00
6.	024780E	30/11/2010	Zambia Route Solutions	Casino Machines	78 pcs	K117,149,175.00
7.	024781E	30/11/2010	Zambia Route Solutions	Casino Machines	72 pcs	K655,524,760.00
8.	024782E	30/11/2010	Zambia Route Solutions	Casino Machines	68 pcs	K263,981,630.00
9.	024783E	30/11/2010	Zambia Route Solutions	Casino Machines	64 pcs	K512,435,000.00
10.	024784E	30/11/2010	Zambia Route Solutions	Casino Machines	64 pcs	K212,960,000.00
11.	024785E	30/11/2010	Zambia Route Solutions	Casino Machines	64 pcs	K353,824,130.00
12.	024786E	30/11/2010	Zambia Route Solutions	Casino Machines	64 pcs	K236,252,500.00
13.	024787E	30/11/2010	Zambia Route Solutions	Casino Machines	64 pcs	K232,925,000.00
14.	024811E	20/04/2010	Zambia Route Solutions	Video Slot Machines	51 pcs	K153,024,235.00
15.	024812E	20/04/2010	Zambia Route Solutions	Video Slot Machines	48 pcs	K203,729,412.00
16.	024813E	20/04/2010	Zambia Route Solutions	Video Slot Machines	52 pcs	K220,725,561.00
17.	024814E	20/04/2010	Zambia Route Solutions	Video Slot Machines	49 pcs	K207,978,449.00
18.	003906	19/04/2011	Gamson Trading Limited	Floor Mats and Rags	46 Bales	K4684,800.00
19.	024837	16/09/2010	Airtime Xpress Zambia Limited	Airtime scratch cards	178 ctns	K15,280,298.16
20.	0344878		Transport Aid	Suzuki	01 unit	K10,000,000.00
21.	003401	13/06/2007	Ben Zambia	-Plastic water tank	01 unit	
				-Blades for knives	02 pkt	
				-Agricultural spares	01 plt	K14,330,936.00
22.	003401	13/06/2007	Ben Zambia	Agricultural spares	05 pkg	K12,475,904.00
23.	024778	30/11/2010	Kasama Coffee Company Limited	Elevator Belts	01 plt	K28,793,850.00

Zambia Revenue Authority
Customs Services Division

Kasumbalesa Border Post Auction Sale Notice

NOTICE IS HEREBY GIVEN that the following goods, under seizure, and listed in the schedule below are offered for sale. In terms of Section 33 and 162 of the Customs Excise Act, goods listed in the schedule and presently in the Customs Warehouse at Kasumbalesa Border Post will be disposed of unless duties, charges and other legal obligations due on them are taken care of within a period of forty-five days from the publication of this notice. Persons wishing to obtain more details regarding the sale should contact the Station Manager at Kasumbalesa Border Post, Customs Services Division.

NOTE:

The Zambia Revenue Authority or its Agent does not in any way warrant goods title in respect of the goods being sold. In the event that there is a subsequent claim of superior title by a third party or Sovereign Government other than The Republic of Zambia, the Authority or its Agent shall not be liable in any way whatsoever to anyone purchasing any of the goods mentioned in the schedule.

DINGANI C. BANDA,
Commissioner—Customs Services

RECOMMENDED FOR DISPOSAL APRIL 2012

Item No.	Seizure No.	Date	Importer	Description	Pcs/Qty	VDP
1.	95	27/06/2009	Unknown	Used Bicycles	6	600,000.00
2.	96	27/06/2009	Unknown	Used Bicycle	1	150,000.00
3.	97	27/06/2009	Unknown	Used Bicycle	2	300,000.00
4.	111	09/09/2011	Kazadi Kapemba	Used Bicycle	1	150,000.00
5.	112	09/09/2011	Unknown	School Desks	2	200,000.00
6.	113	09/09/2011	Unknown	Tool Boxes	3	300,000.00
7.	114	09/09/2011	Unknown	Used Bicycles	6	600,000.00

GAZETTE NOTICE No. 414 of 2012

[3844419/3]

Zambia Revenue Authority
Customs Services Division

Kasumbalesa Border Post Auction Sale Notice

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NOTE:

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LUSAKA

DINGANI C. BANDA,
Commissioner—Customs Services

RECOMMENDED FOR DISPOSAL APRIL 2012

Item No.	Seizure No.	Seizure Date	Importer	Make	Engine No.	Chassis No.	VDP (ZMK)
1	107	25/08/2009	Joseph Kazadi	Toyota Camry	4SFE1838	SV40-0032282	23,104,302
2	108	31/08/2009	Unknown	Toyota Hilux Surf	C157405	JT111VND009002198	19,600,000

ADVT—1040—3919427

The Money-lenders Act
(Chapter 398 of the Laws of Zambia)**Notice of Application for Money-lender's Certificate**

TAKE NOTICE that Winter Nsama Mulenga being desirous of trading as a money lender under the business name of Money-lender of House No. 316/4, Roan Township, Luanshya. Will have his application of a Money-lender's Licence heard and determined by the Subordinate Court of the First Class at Luanshya on the 31st day of July, 2012 at 0830 hours.

Any objection in relation to this application being considered should be directed to the under signed not later than 24th day of July, 2012.

Dated this 6th day of July, 2012.

L. DAKA,
CLERK OF COURTP.O. Box 90350
LUANSHYA

ADVT—1042—3844598

The Money-lenders Act
(Chapter 398 of the Laws of Zambia)**Notice of Application for Money-lender's Certificate**

TAKE NOTICE that Lusungu Munthali and Diana Simpungwe Kabaila being desirous of trading as Money-lender under the business name Flexi Finance Agents of Room 3, First Floor, Watch It Grow Building, P. O. Box 72263, Ndola will have this application heard by Kitwe Magistrate Court.

Dated this 26th Day of June, 2012.

P.O. Box 10442
KITWE

CLERK OF COURT

ADVT—1043—3919379

The Money-lenders Act
(Chapter 398 of the Laws of Zambia)**Notice of Application for Money-lender's Certificate**

TAKE NOTICE that Triple C. C. Investment of House No. 31B, Kotutwa Town Centre, Chingola in the Copperbelt Province of the Republic of Zambia, intends to apply for a certificate under the Money-lender's Act at Chingola Subordinate Court of the First Class and that the application will be heard by the said court on the 20th day of July, 2012.

Dated this 11th Day of July, 2012.

P.O. Box 10442
CHINGOLA

CLERK OF COURT

ADVT—1041—3844593

The Money-lenders Act
(Chapter 398 of the Laws of Zambia)**Notice of Application for Money-lender's Certificate**

TAKE NOTICE that Noria S. Munthali being desirous of trading as a Money-lender under the business name Asil Money-lender of House No. 6, Kepi Close, Riverside, Kitwe will have his application heard and determined by Kitwe Magistrate Court.

Dated at Kitwe this 27th day of June, 2012.

CLERK OF COURT

KITWE