



ZIMBABWEAN

GOVERNMENT GAZETTE

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General Notice 1083 of 2020.

MINISTRY OF ENVIRONMENT, CLIMATE, TOURISM AND
HOSPITALITY AND MINISTRY OF ENERGY AND
POWER DEVELOPMENT

Procurement Notice for the Recruitment of a Consultant
(Individual Contractor) to Provide Consultancy Services
for Developing the Zimbabwe National Energy Efficiency
Policy: SECA.08/2020

Background

THE Government of Zimbabwe (GoZ) has received support from the United Nations Development Program (UNDP) to develop the National Energy Efficiency Policy (NEEP). This project speaks to the dictates of the Transitional Stabilisation Programme, Vision 2030, National Energy Policy, Climate Policy and United Nations Framework Convention on Climate Change (UNFCCC) and the Paris Agreement. The 2030 Agenda for Sustainable Development, specific Sustainable Development Goal (SDG) number 7 calls for the doubling of energy savings by 2030. This requires a deliberate move to enforce and encourage people to adopt the energy efficiency culture which will in turn leads to a reduction of the national energy import bill and amount of fossil fuels being used in thermal power plants.

Deliverables of the Consultancy

The key deliverable of the energy efficiency consultancy will be the development of an Energy Efficiency Policy for Zimbabwe that must be technically cleared by the Steering Committee and endorsed by the GoZ. This Policy will be crafted through the following deliverables:

- (i) **Deliverable 1:** Background Study of Zimbabwe Energy Efficiency Status Report.
- (ii) **Deliverable 2:** Submit a draft NEEP including targets, implementation strategy, necessary investment, and institutional arrangements.
- (iii) **Deliverable 3:** Submit a final validated zero draft of the NEEP.

Key Competencies of Consultant

- Postgraduate degree and knowledge in engineering or relevant fields;

At least seven years of extensive experience in Energy Efficiency related projects;

Substantive experience on all relevant aspects (social, economic, legal and environmental) in designing and implementing an energy efficiency policy.

Important note

- Only applicants who meet the above competencies will be considered.

How to apply

Interested Consultants are requested to collect a request for proposal document from the Procurement Management Unit, Ministry of Environment, Climate Change, Tourism and Hospitality, Rooms 11-58, Eleventh Floor, Kaguvi Building, cnr Simon Vengai Muzenda Street and Central Avenue, Harare.

Submission should be done using the tender box situated at the Reception at the above-mentioned address by not later than 30th July, 2020, at 1000 hours local time. The documents should be placed in sealed envelopes, clearly marked EO1 & PROPOSAL— Development of a National Energy Efficiency Policy for Zimbabwe” Tender No: SECA.08/2020”.

General Notice 1084 of 2020.

MINISTRY OF HEALTH AND CHILD CARE

Notice of Awards: Competitive Tenders—Domestic

Tender number

MCH/CON/PW/09/19. Provision of laundry services. Outcome: Snow White Laundry & Dry Cleaners.

MCH/TBLAB/PW/01/20. Supply, delivery, installation, testing and commissioning of:

Lot 1 Biosafety Cabinets Class II.

Lot 2 Autoclaves.

Outcome: Bymed Medical & Scientific (Private) Limited.

MCH/TBLAB/PW/02/20. Supply of uninterruptible power supply units. Outcome: Power Control Systems.

MCH/TBLAB/PW/03/20. Supply, delivery, installation, testing and commissioning of:

Lot 1 CCTV

Lot 2 Biometric Access.

Outcome: Peace Electronics.

MCH/TBLAB/PW/04/20. Supply, fit of jojo tank and installation of plumbing works. Outcome: Cancelled.

General Notice 1085 of 2020.

GRAIN MARKETING BOARD (GMB)

Invitation to Competitive Bidding

THE Grain Marketing Board (GMB) is inviting reputable and eligible bidders for the following:

Tender number

GMB/FOR/05/06/2020. Supply and delivery of utility motor vehicles

GMB/FOR/04/06/2020. Supply and delivery of rice.

GMB/FOR/06/06/2020. Supply and delivery of 200kVA silent diesel generator.

GMB/INFOR/19/06/2020. Supply and delivery of work suits.

GMB/INFOR/20/06/2020. Supply and delivery of fuel pump.
Cleaning and testing of fuel tank.

GMB/INFOR/21/06/2020. Supply and delivery of perimeter fencing material.

GMB/INFOR/22/06/2020. Supply and delivery of safety shoes.
Closing date 7th July, 2020, at 1000 hours.

Tenders must be in sealed envelopes and endorsed on the outside with the advertised tender number, description and closing date and posted in time to be sorted into Post Office Box CY 77, Causeway, Zimbabwe, or hand delivered to the Chief Executive Officer, Grain Marketing Board, Dura Building, 179-187, Samora Machel Avenue, Eastlea, Harare, Zimbabwe.

Details of the tender shall be contained in the Invitation to Tender (ITT) document obtainable from Grain Marketing Board, Head Office, Procurement Management Unit, situated at number 179 - 187, Samora Machel Avenue, Eastlea, Harare, Zimbabwe, upon payment of non-refundable fee of \$400,00, per tender.

In line with section 46(2) of the PPDPA Act, all participating bidders or their representatives and members of the Public are invited to a tender opening meeting to be held on the closing day at 1000 hours immediately after the end of the bidding period at GMB Head Office in the boardroom. The bid opening meeting is free for any interested party to attend. It is not mandatory to attend tender opening meeting.

GMB reserves the right to award the tender or part thereof to any bidder after evaluation.

General Notice 1086 of 2020.

CITY OF GWERU

International to Domestic Tender

COG/05/06/2020

CITY of Gweru hereby invites experienced contractors to bid for the rehabilitation of Swazi and Moramutambara roads within City of Gweru.

In order to qualify for the undertaking of this contract, companies must be registered with CIFOZ and ZBCA. Companies should meet minimum requirements of resources, personnel and finance as stipulated in the tender document.

Tender documents can be obtained at City of Gweru (Procurement Management Unit, Offices 373 and 375), Third Floor, Town House, during working hours (0830 to 1630 hours) as from Friday 26th June, 2020. A non-refundable deposit of RTGS\$500,00, is payable upon collection of bid documents.

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, the closing date and description of tender. Completed bids must be deposited at City of Gweru in the tender box on or before 24th July, 2020, by 1000 hours and will be opened at 1030 hours on the same day in the presence of all interested bidders.

A compulsory site visit will be conducted on Friday, 10th July 2020, and all prospective bidders should meet at the City Engineer's Office at 1100 hours.

V. D. Chikwekwe,
The Acting Town Clerk,
City of Gweru,
Third Floor, Civic Centre/Town House,
cnr RG Mugabe Way/8th Street
Gweru.

General Notice 1087 of 2020.

CITY OF GWERU

International to Competitive Bidding

TENDERS are invited from registered and reputable companies, in terms of the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] and the Public Procurement and Disposal of Public Assets (General) Regulations, 2018, Statutory Instrument 5 of 2018, for the following goods:

Tender number

COG/02/06/2020. Supply and delivery of brand new SUV vehicle.
Closing date: 24th July, 2020.

COG/03/06/2020. Supply and delivery of brand new double cab vehicle. Closing date: 24th July, 2020.

COG/04/06/2020. Supply and delivery of brand new single cab pick-up trucks. Closing date: 24th July, 2020.

Submission of tender

Tender documents can be obtained at City of Gweru (Procurement Management Unit, Offices 373 and 375), Third Floor, Town House during working hours (0830 to 1630 hours) as from Friday 26th June, 2020. A non-refundable deposit of RTGS\$500.00 is payable upon collection of bid documents.

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, the closing date and description of tender.

Completed bids must be deposited at City of Gweru in the tender box on or before 1000 hours of the closing date and will be opened at 1030 hours on the same day in the presence of all interested bidders. No faxed, e-mailed or late tenders will be considered.

V. D. Chikwekwe,
The Acting Town Clerk,
City of Gweru,
Third Floor, Civic Centre/Town House,
cnr RG Mugabe Way/8th Street
Gweru.

General Notice 1088 of 2020.

ZIMBABWE POWER COMPANY (ZPC)

Invitation to Competitive Bidding

INTERESTED and qualified companies are invited to bid on the below listed tender. Tender must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, the tender description and tender closing date. Tenders must be received at ZPC on or before the closing date or delivered by hand to the tender box to the attention of The Accounting Officer (A), Zimbabwe Power Company, Twelfth Floor, Megawatt House, 44, Samora Machel Avenue, Harare, Zimbabwe, on or before 1000 hours on the closing date.

Tender number

ZPC/HO DOM.34/2020. Hire of 18 and 30-seater buses. Closing date and time: 14th July, 2020, at 1000 hours.

Interested bidders are required to obtain the tender documents that consist the instructions and scope of work upon request from amaunganidze@zpc.co.zw; amademutsa@zpc.co.zw. Upon receipt of request ZPC will send the tender document on email provided.

Your submission should reach The Zimbabwe Power Company not later than the indicated closing date.

Note: Late submissions will not be accepted.

General Notice 1089 of 2020.

CITY OF KWEKWE

Invitation to Domestic Competitive Bidding

TENDERS are hereby invited from registered, reputable and well established companies registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ) under the category of Water Treatment Chemicals to undertake the following:

Tender number

WTC/KK.02/2020. Supply and delivery of water treatment chemicals:

- | | |
|-------|----------------------------|
| Lot A | Aluminium Sulphate |
| Lot B | White Hydrated Lime |
| Lot C | Chlorine Gas |
| Lot D | Sudfloc 475 or SEP.114 |
| Lot E | Powdered Activated Carbon |
| Lot F | High Test Hypochline (HTH) |

Tenders/Bids must be enclosed in sealed envelopes and clearly endorsed on the outside with the advertised tender number and the description and must be deposited in the tender box located at the Civic Centre, by 1200 midday, on Friday 17th July, 2020. The City of Kwekwe reserves the right to accept or reject any bid and annul the process without incurring liability to the affected bidders. Documents for tenders are obtainable from the Procurement Management Unit, Civic-Centre, Kwekwe, upon payment of \$250,00. Bids will be opened in the Council Committee room on Friday 17th July, 2020, at 1200 noon and bidders are free to attend and witness the opening of tenders.

City of Kwekwe,
P.O. Box 115,
Kwekwe Acting Town Clerk.

Dr. L. MKANDHLA,

General Notice 1090 of 2020.

LAND SURVEY ACT [CHAPTER 20:12]

Decision on the Application for Cancellation of the WhoR of General then proceeding on a true bearing of 90 degrees due east
Plan No. BBG220 of

- (1) Location of Buildings A-D on Lot 1 of Waterworks Hotel A Hillside;
- (2) Land Share 1-8 over Lot 1 of Waterworks Hotel Plot A Hillside: Bulawayo District

FURTHER to the application notice of which appeared as advertisement 454020f in the Zimbabwean Government Gazette, dated 13th December, 2019, the Minister of Lands, Agriculture, Water and Rural Resettlement, in terms of section 47(3) of the Lands Survey Act [Chapter 20:12], hereby gives notice that he has consented to the cancellation of the whole of General Plan No. BBG 220 represented by: (1) Building Locations A-D on Lot 1 of Waterworks Hotel Plot A Hillside; and (2) Land Shares 1-8 over Lot 1 of Waterworks Hotel Plot A Hillside, inclusive of roadway and public place and defined by beacons WH5, WH2, B2, B1 and WH5, situate in the district of Bulawayo.

E. GUVAZA,
Surveyor-General.

3-7-2020.

General Notice 1091 of 2020.

SALLY MUGABE CENTRAL HOSPITAL

International Competitive Tender

TENDERS must be enclosed in sealed envelopes and endorsed on the outside with the tender number, description, the closing date and must be posted in time to be sorted into Post Office Box ST14 South of Harare or delivered by hand to Procurement Millage, ICT, Unit, Sally Mugabe Central Hospital, Administration Department before 1000 hours.

Tender number

HEMINT.01/2020. Supply, delivery and commission of hospital equipment.

Closing date for the above tenders is 28th August, 2020, at 10.00 a.m. Tender documents can be inspected and are obtainable from Sally Mugabe Central Hospital, Procurement Department upon payment of a non-refundable fee of ZWL\$300,00, per copy, in the Accounts Department. Documents are sold between 1100 hours and 1300 hours during working days only.

General Notice 1075 is hereby repealed.

General Notice 1092 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 22 of 2019:
Mashonaland East Mining District

It is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Zimbabwe Consolidated Diamond Company (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Mashonaland East Mining District, in relation to map reference Chegutu SE-36-9 Second Edition and of the scale 1: 250 000, produced by the Surveyor-General.

The applicant intends to prospect for diamonds within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

3-7-2020. O. M. MOYO,
Chairman, Mining Affairs Board.

SCHEDULE

DESCRIPTION OF AREA

"CHIHOTA 01"

An area of approximately 38 573 hectares in extent, situate in Mashonaland East Provincial Mining District bound by a line commencing at a point grid reference (36KTR 283855/8004013) which is approximately 17.2km south-east of Trig beacon 4714 CECIL;

thence proceeding on a true bearing of 90 degrees due east for approximately 16.1km to a point grid reference (36KTR 300000/8004248);

thence proceeding on a true bearing of 180 degrees due south for approximately 24.9km to a point grid reference (36KTQ 300000/7979370);

thence proceeding on a true bearing of 270 degrees due west for approximately 12.4km to a point grid reference (36KTQ 287563/7979245);

thence proceeding on a true bearing of 0 degrees due north for approximately 3.5km to a point grid reference (36KTQ 287553/7982698);

thence proceeding on a true bearing of 270 degrees due west for approximately 3.5km to a point grid reference (36KTQ 284090/7982693);

thence proceeding on a true bearing of 360 degrees due north for approximately 21.3km to the starting point grid reference (36KTR 283855/8004013).

General Notice 1093 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 17 of 2019:
Mashonaland East and Mashonaland Central Mining Districts

It is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Moepo Wa Africa (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order described in the Schedule, in the Mashonaland East and Mashonaland Central Mining Districts, in relation to map reference Mount Darwin SE-36-2 Edition 4 and of the scale 1: 250 000, produced by the Surveyor-General.

The applicant intends to prospect for ferrous metals, manganese and gold within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

3-7-2020. O. M. MOYO,
Chairman, Mining Affairs Board.

SCHEDULE

DESCRIPTION OF AREA

MARYMOUNT MISSION"

An area of approximately 64 325 hectares in extent, situate in Mashonaland East and Mashonaland Central Provincial Mining Districts, bound by a line commencing at a point which is approximately 1 kilometre north-west of Marymount Mission (reference 36KVS 0437500/8160000);

thence proceeding on a true bearing of approximately 90° for a distance of approximately 30.8 kilometres to the international boundary between Zimbabwe and Mozambique (reference 36KVS 0468400/8160000);

thence proceeding south and then southeast along this boundary for a boundary for a distance of approximately 5.9 kilometres to point (reference 36KVS 0470000/8155000);

thence on a true bearing of approximately 180° for a distance of approximately 15 kilometres to a point (reference 35KVS 0470000/8140000);

thence on a true bearing of approximately 270° for a distance of approximately 30.3 kilometres to a point (reference 35KVS 0437500/81400000);

thence on a true bearing of approximately 360° for a distance of approximately 20 kilometres to the starting point.

thence on a true bearing of approximately 206° for a distance of approximately 4 kilometres to a point (reference 35KQH0793800/7772000);

thence on a true bearing of approximately 239° for a distance of approximately 1.6 kilometres to a point (reference 35KQH0778600/7727200);

thence on a true bearing of approximately 294° for a distance of approximately 12.8 kilometres to the starting point.

General Notice 1094 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 15 of 2019:
Matabeleland South Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Moepo Wa Africa (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Matabeleland South Mining District, in relation to map reference Bulawayo SF-35-4 Edition 2 and of the scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect for ferrous metals, PGMs and gold within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

3-7-2020. O. M. MOYO,
Chairman, Mining Affairs Board.

SCHEDULE

DESCRIPTION OF AREA “WANEZI MISSION”

An area of approximately 60 750 hectares in extent, situate in Matabeleland South Provincial Mining District, bound by a line commencing at a point which is approximately 8 kilometres north-west of Wanezi Mission (reference 35KQH 0767000/7732600);

thence proceeding on a true bearing of approximately 20° for a distance of approximately 49.4 kilometres to a point (reference 35KQH 0783900/7778800);

thence on a true bearing of approximately 105° for distance of approximately 12 kilometres to a point (reference 35KQH 0795500/7775400);

thence on a true bearing of approximately 206° for a distance of approximately 4 kilometres to a point (reference 35KQH 0793800/7772000);

thence on a true bearing of approximately 201° for a distance of approximately 23.4 kilometres to a point (reference 35KQH 0785200/7750000);

thence on a true bearing of approximately 192° for a distance of approximately 22.6 kilometres to a point (reference 35KQH 0780000/7728200);

thence on a true bearing of approximately 206° for a distance of approximately 4 kilometres to a point (reference 35KQH0793800/7772000);

thence on a true bearing of approximately 239° for a distance of approximately 1.6 kilometres to a point (reference

35KQH0778600/7727200);

thence on a true bearing of approximately 294° for a distance of approximately 12.8 kilometres to the starting point.

General Notice 1095 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 14 of 2019:
Masvingo Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Murowa Diamonds (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Masvingo Mining District, in relation to map reference Masvingo SF-36-1 Edition 2 and of the scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect for diamonds within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

3-7-2020. O. M. MOYO,
Chairman, Mining Affairs Board.

SCHEDULE

DESCRIPTION OF AREA “CHIVI”

An area of approximately 4 683 hectares in extent, situate in Masvingo Provincial Mining District, bound by a line commencing at a point which is approximately 19 kilometres south-west of Chivi (reference 36KTN230000/77361000);

thence proceeding on a true bearing of approximately 90 degrees for a distance of approximately 11.6 kilometres to point (reference 36KTN241600/7736100);

thence on a true bearing of approximately 180 degrees for a distance of approximately 7.8 kilometres to a point reference (36KTN241600/7728300);

thence on a true bearing of approximately 270 degrees for a distance of approximately 2.2 kilometres to a point (reference 36KTN239400/7728300);

thence on a true bearing of approximately 45 degrees for a distance of approximately 1.9 kilometres to a point (reference 36KTN240000/7730000);

thence on a true bearing of approximately 299 degrees for a distance of approximately 11.4 kilometres to a point (reference 36KTN 230000/7735400);

thence on a true bearing of approximately 360 degrees for a distance of approximately 0.7 kilometres to the starting point.

General Notice 1096 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 13 of 2019:
Matabeleland North Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Giant Minerals (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Matabeleland North Mining District, in relation to map reference Hwange/Vic. Falls SE-35-6/10 Edition 3 and of the scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect for lithium within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board.

SCHEDULE
DESCRIPTION OF AREA
“LUKOSI”

An area of approximately 60 665 hectares in extent, situate in Matabeleland North Provincial Mining District, bound by a line commencing at a point which is approximately 33.4 kilometres east of Hwange (reference 35KMK0480700/7970000);

thence proceeding on a true bearing of approximately 90 degrees for a distance of approximately 2.6 kilometres to a point (reference 35KMK0483000/7970000);

thence on a true bearing of approximately 180 degrees for a distance of approximately 34.6 kilometres to a point (reference 35KMK0483000/7935600);

thence on a true bearing of approximately 270 degrees for a distance of approximately 20 kilometres to a point (reference 35KMK0462900/7935600);

thence on a true bearing of approximately 360 degrees for a distance of approximately 23.2 kilometres to a point (reference 35KMK0463200/7958800);

thence on a true bearing of approximately 54 degrees for a distance of approximately 8.4 kilometres to a point (reference 35KMK0470000/7963900);

thence on a true bearing of approximately 39 degrees for a distance of approximately 2.8 kilometres to a point (reference 35KMK0471800/7966000);

thence on a true bearing of approximately 108 degrees for a distance of approximately 3.6 kilometres to a point (reference 35KMK0475200/7965000);

thence on a true bearing of approximately 39 degrees for a distance of approximately 3.8 kilometres to a point (reference 35KMK0477500/7968000);

thence on a true bearing of approximately 56 degrees for a distance of approximately 3.7 kilometres to the starting point.

General Notice 1097 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 23 of 2019:
Mashonaland East Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05] that Zimbabwe Consolidated Diamond Company (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Mashonaland East Mining District, in relation to map reference Chegutu SE-36-9 Second Edition and of the scale 1: 250 000, produced by the Surveyor-General.

The applicant intends to prospect for diamonds within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board.

SCHEDULE
DESCRIPTION OF AREA
“CHIHOTA 02”

An area of approximately 49 710 hectares in extent, situate in Mashonaland East Provincial Mining District bound by a line commencing at a point grid reference (36KUR 300001/8004248) which is approximately 33.0km south-east of Trig beacon 4714 CECIL;

thence proceeding on a true bearing of 89 degrees due east for approximately 19.8km to a point grid reference (36KUR 319832/8004535);

thence proceeding on a true bearing of 179 degrees due south for approximately 25.0km to a point grid reference (36KUQ 320061/7979572);

thence proceeding on a true bearing of 269 degrees due west for approximately 20.1km to a point grid reference (36KUQ 300001/7979370);

thence proceeding on a true bearing of 0 degrees due north for approximately 25.0km to the starting point grid reference (36KUR 300001/8004248) .

General Notice 1098 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 41 of 2019
Midlands Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Kasuru Investment (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Mashonaland Central Mining District, in relation to map reference Copper Queen SE-35-8 Edition 3 and of the scale 1:250000, produced by the Surveyor-General.

The applicant intends to prospect for coal within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board.

SCHEDULE
DESCRIPTION OF AREA
“DINDIMITI”

An area of approximately 19 880 hectares in extent, situate in Midlands Provincial Mining District, bound by a line commencing at a point which is approximately 3 kilometers south-east of Dindimiti Business Centre (grid reference 35KQL700300/8064800);

thence proceeding on a true bearing of approximately 270 degrees for a distance of approximately 10.3 kilometres to a point (grid reference 35KPL 690000/8064800);

thence on a true bearing of approximately 360 degrees for a distance of approximately 19.3 kilometres to a point (grid reference 35KPL 690000/8084100);

thence on a true bearing of approximately 90 degrees for a distance of approximately 10.3 kilometres to a point (grid reference 35KQL700300/8084100);

thence on a true bearing of approximately 180 degrees for a distance of approximately 19.3 kilometres to starting point.

General Notice 1099 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 03 of 2019:
Mashonaland Central Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Moyo Industries (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Mashonaland Central Mining District, in relation to map reference Mount Darwin SE-36-2 Edition 4 and of the scale 1:250000, produced by the Surveyor-General.

The applicant intends to prospect for manganese within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board,
3-7-2020.

SCHEDULE

DESCRIPTION OF AREA “HUDYA”

An area of approximately 16 000 hectares in extent, situate in Mashonaland Central Provincial Mining District, bound by a line commencing at a point which is approximately 27 kilometres north-east of Mount Darwin (grid reference 36KUS370000/8164600);

thence proceeding on a true bearing of approximately 270 degrees for a distance of approximately 16 kilometres to a point (grid reference 36KUS354300/8164600);

thence on a true bearing of approximately 360 degrees for a distance of approximately 15.8 kilometres to a point (grid reference 36KUS354300/8180000);

thence on a true bearing of approximately 90 degrees for a distance of approximately 7.9 kilometres to a point (grid reference 36KUS362000/8180000);

thence on a true bearing of approximately 180 degrees for a distance of approximately 10 kilometres to a point (grid reference 36KUS362000/8170000);

thence on a true bearing of approximately 90 degrees for a distance of approximately 8.3 kilometres to a point (grid reference 36KUS370000/8170000);

thence on a true bearing of approximately 180 degrees for a distance of approximately 5.5 kilometres to the starting point.

General Notice 1100 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 86 of 2018:
Masvingo Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Anieres Mining (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Masvingo Mining District, in relation to map reference Shurugwi SE-36-13 Edition 3 and of the scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect for Tantalite within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board,
3-7-2020.

SCHEDULE

DESCRIPTION OF AREA “DOMBORA HUNJI”

An area of approximately 5600 hectares in extent, situate in Masvingo Provincial Mining District, bound by a line commencing at a point which is approximately 19.6 kilometres north-east of Masvingo (grid reference 36KTN289884/7790657);

thence proceeding on a true bearing of approximately 323 degrees for a distance of approximately 1.8 kilometres to a point (grid reference 36KTN288800/7792100);

thence on a true bearing of approximately 337 degrees for a distance of approximately 6.1 kilometres to a point (grid reference 36KTN286402/7797695);

thence on a true bearing of approximately 90 degrees for a distance of approximately 8.8 kilometres to a point (grid reference 36KTN295186/7797704);

thence on a true bearing of approximately 168 degrees for a distance of approximately 7.3 kilometres to a point (grid reference 36KTN296765/7790658);

thence on a true bearing of approximately 270 degrees for a distance of approximately 6.9 kilometres to the starting point.

General Notice 1101 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 20 of 2019:
Matabeleland South Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05] that Titan Drilling (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Matabeleland South Mining District, in relation to map reference Plumtree SF-35-3 Edition 2 and of the scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect gold, silver, copper, antimony, chrome, lead, zinc, nickel, PGEs, cobalt, tin, tantalum, lithium and vanadium within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board,
3-7-2020.

SCHEDULE

DESCRIPTION OF AREA “DOMBODEMA”

An area of approximately 60 000 hectares in the Matabeleland South Provincial Mining District bounded by a line commencing 6km south-east of the pan at Wesleyan Tegwani Mission on a bearing of approximately 155 degrees at a point (grid reference 35KNH800420);

thence proceeding for a distance of 30km west on a true bearing of 270 degrees to a point (grid reference 35KNH500420);

thence proceeding for a distance of 20km north on a bearing of 000 degrees to a point (grid reference 35KNH500620);

thence proceeding for a distance of 30km east on a true bearing of 090 degrees to a point (grid reference 35KNH800620);

thence proceeding for a distance of 20km south on a true bearing of 180 degrees back to the starting point.

General Notice 1102 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 12 of 2019
Mashonaland Central Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Afrigeo Mineral Group (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Masvingo Provincial Mining District, in relation to map reference Chipinge SE-36-2 Edition 2 and of the scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect for gold within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board,
3-7-2020.

SCHEDULE
DESCRIPTION OF AREA
“MATSAI”

An area of approximately 62 290 hectares in extent, situate in Masvingo Provincial Mining District, bound by a line commencing at a point which is approximately 5.7 kilometres east of Mashoko (grid reference 36KUN759345);

thence proceeding on a true bearing of approximately 27 degrees for a distance of approximately 23.2 kilometres to a point (36KUN950557);

thence on a true bearing of approximately 90 degrees for a distance of approximately 8.6 kilometers to a point (grid reference 36KUN950557);

thence on a true bearing of approximately 180 degrees for a distance of approximately 27.6 kilometres to a point (grid reference 36LUN950281);

thence on a true bearing of approximately 206 degrees for a distance of approximately 14.5 kilometres to a point (grid reference 36KUN889153);

thence on a true bearing of approximately 270 degrees for a distance of approximately 13.0 kilometres to a point (grid reference 36KUN759153);

thence on a true bearing of approximately 360 degrees for a distance of approximately 19.2 kilometres to the starting point.

General Notice 1103 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 26 of 2019:
Matabeleland South Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Zimbabwe Consolidated Diamond Company (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Matabeleland South Mining District, in relation to map reference Mphoengs SF-35-7 and West Nicholson SF-35-8 and of the scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect for diamonds within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board,

3-7-2020.

SCHEDULE
DESCRIPTION OF AREA
“MAMBALE”

An area of approximately 56 259 hectares in extent situate in Matabeleland South Provincial Mining District bound by a line commencing at a point grid reference (35KPG 632895/7628247) which is approximately 49.6km south-west of trig beacon Maribeha/1090;

thence proceeding on a true bearing of 80 degrees due north east for a distance of approximately 18.9km to a point grid reference (35KPG 651496/ 7631385);

thence proceeding on a true bearing of 131 degrees due south east for a distance of approximately 12.8km to a point grid reference (35KPG 661117/7622941);

thence proceeding on a true bearing of 179 degrees due south for a distance of approximately 13.9km to a point grid reference (35KPG 661311.662/7609021.263);

thence proceeding on a true bearing of 229 degrees due south west for a distance of approximately 7.2km to a point grid reference (35KPG 655812/7604260);

thence proceeding on a true bearing of 297 degrees due north west for a distance of approximately 16.08km to a point grid reference (35KPG 641500/7611611);

thence proceeding on a true bearing of 282 degrees due north west for a distance of approximately 8.7km to a point grid reference (35KPG 632987/7613496);

thence proceeding on a true bearing of 0 degrees due north for a distance of approximately 14.8km to the starting point grid reference (35KPG 632895/7628247).

General Notice 1104 of 2020.

RUNDE RURAL DISTRICT COUNCIL

Invitation to Competitive Bidding

BIDS are invited from reputable bidders registered with Procurement Regulatory Authority of Zimbabwe for the following tenders:

Tender number

RRDC.04/2020. Supply and delivery of single cab vehicles. Quantity: 2. Closing date: 14th July, 2020, at 1000 hours.

RRDC.05/2020 Supply and delivery of motorbikes. Quantity: 19. Closing date: 14th July, 2020, at 1000 hours.

Bidding documents can be obtained from Runde Rural District Council Offices upon payment of a non-refundable tender fee of RTGS\$500,00, at the address below during working hours i.e. 0800-1630 hours (Monday to Friday).

Bidders to include:

1. Proof of Registration with Procurement Regulatory Authority of Zimbabwe.
2. Certificate of Incorporation.
3. Valid Tax Clearance Certificate.
4. Company Profile and traceable references.

Submission instructions

Completed bidding documents must be enclosed in sealed envelopes and endorsed on the outside with the advertised procurement reference number, the description and must be dropped into the tender box at Council Offices Procurement Office on or before 14th July, 2020, at 1000 hours.

Bidding documents must be addressed to:

The Chief Executive Officer,
Runde Rural District Council,
724, Roux Street,
P.O. Box 240,
Zvishavane.

Contact: 0772 155 963 / 0772 770 258
(039235) 2963

E-mail: procurementunderdc@gmail.com

General Notice 1105 of 2020.

HEALTH SERVICE BOARD

Invitation to Competitive Bidding (Domestic Tender)

REPUTABLE suppliers are hereby invited for competitive bidding for the supply, and delivery of promotional (wear) clothing and promotional materials.

Tender number

HSB/02/2020. Supply and delivery of promotional wear (clothing) and promotional materials. Closing date and time: 25 th June, 2020, at 1000 hours.

Bid documents are obtainable from the Accounts Office, starting from the 22nd of June 2020, Health Service Board, WHO Offices, Parirenyatwa Hospital Complex, Harare, upon payment of a non-refundable deposit fee of \$500,00 (strictly cash or bank transfer).

The closing date for the submission of bids is 25 th of June, 2020, at 1000 hours. Submission of bids must be done in sealed envelopes, and clearly marked with the tender number, to be deposited in the tender box placed at the reception desk. For more information, please contact:

Procurement Management Unit,
Health Service Board,
Private Bag A6104,
Avondale,
Harare.

Phone: (0242) 759970-4/ 788498

General Notice 1106 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 21 of 2019
Matabeleland North Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Titan Drilling (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Matabeleland North Mining District, in relation to map reference Plumtree SF-35-3 Edition 2 and of the scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect for gold, silver, copper, antimony, chrome, lead, zinc, nickel, PGEs, cobalt, tin, tantalum, lithium and vanadium within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board.

3-7-2020.

SCHEDULE

DESCRIPTION OF AREA

“CHIEF GAMBU”

An area of approximately 60 000 hectares in the Matabeleland North and Matabeleland South Provincial Mining Districts bounded by a line commencing approximately 12km due east from Chief Gambu on a bearing of 090 degrees at a point (grid reference 35KNH800820);

thence proceeding for a distance of 20km south on a true bearing of 180 degrees to a point (grid reference 35KNH800620);

thence proceeding for a distance of 30km west on a true bearing of 270 degrees to a point (grid reference 35KNH500620);

thence proceeding for a distance of 20km north on a true bearing of 000 degrees to a point (grid reference 35KNH500820);

thence proceeding 30km east on a bearing of 090 degrees back to the starting point.

General Notice 1107 of 2020.

MINERALS MARKETING CORPORATION OF ZIMBABWE (MMCZ)

Invitation to Competitive Bidding

INTERESTED and qualified companies are invited to bid on the below listed tenders. Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, the tender description and tender closing date. Tenders must be received at MMCZ on or before the closing date or delivered by hand to the tender box to the attention of the Procurement Management Unit, Minerals Marketing Corporation of Zimbabwe, 90, Mutare Road, Msasa, Harare, Zimbabwe, on or before 1000 hours on the closing date.

Tender number

MMCZ INT.02/2020. Supply and delivery of motor vehicles: 4 x 2 double cabs x 14 and 4 x 4 double cab off-road x 1. Closing date: 28th July, 2020.

MMCZ DOM.11/2020. Supply and delivery of laptops, Ipads and printers. Closing date: 21st July, 2020.

MMCZ DOM.12/2020. Supply and delivery of bulky water. Closing date: 21st July, 2020.

MMCZ DOM.13/2020. Provision of insurance cover. Closing date: 21st July, 2020.

MMCZ DOM. 14/2020. Supply, delivery, installation and commissioning of video conferencing system. Closing date: 21st July, 2020.

Tender documents will be collected at the reception upon payment of a non-refundable fee of ZW\$500,00. The tender fee is payable into the following MMCZ bank account.

Name: MMCZ
Bank Name: NED BANK
Branch: J. MOYO
Account Number: 001023023748

Tenders which are not received by 1000 hours on the closing date, whether by hand or by post will be treated as late tenders and will be rejected. Tenderers are free to witness the opening of bids on the closing date and time.

Bids are to be dropped at a tender Box located at MMCZ Complex, 90, Mutare Road, Msasa. Bids not received by 1000 hours on the closing date will be rejected.

General Notice 1108 of 2020.

MUNICIPALITY OF BEITBRIDGE

Express of Interest (EOI)

CONTRACT NO: 09/MOB/2020. The Municipality of Beitbridge is seeking Express of Interest (EOI) for:

Lot 1. The supply of construction materials for 1.1 km sewer upgrade.

Lot 2. Plant hire for construction of 1.1km sewer upgrade.

The proposed sewer upgrade is within Beitbridge Township. Municipality of Beitbridge is committed to improving its sewer reticulation within the Town. The proposed sewer upgrade is one initiative designed to help meet this ambitious goal. The construction and upgrade of the sewer system, is a practical way for Municipality of Beitbridge to reduce the occurrence of blockages.

The closing date and time for the submission of the Express of Interest is 2nd July, 2020, at 12 noon. Late submissions will not be entertained.

The Expression of Interest may be sent through email to townsecretary@beitbridgetc.co.zw

Posted or hand delivered to:
The Town Clerk,
Municipality of Beitbridge,
290, Justitia Road,
P.O. Box 164,
Beitbridge.

General Notice 1109 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 83 of 2018:
Midlands Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Anieres Mining (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Midlands Mining District, in relation to map reference Gweru SE-35-16 and of the scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect for nickel and other base metals within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board.

3-7-2020.

SCHEDULE

DESCRIPTION OF AREA

“HUNTERS ROAD”

An area of approximately 32 830 hectares in extent, situate in Midlands Provincial Mining District, bound by a line commencing at a point which is approximately 15 kilometres south-east of Redcliff (grid reference 35KRJ800000/7884500);

thence proceeding on a true bearing of approximately 90 degrees for a distance of approximately 13 kilometres to a point (grid reference 35KRJ812900/7884500);

thence on a true bearing of approximately 171 degrees for a distance of approximately 12.5 kilometres to a point (grid reference 35KRJ814837/7872127);

thence on a true bearing of approximately 265 degrees for a distance of approximately 26.7 kilometres to a point (grid reference 35KQJ788200/7870000);

thence on a true bearing of approximately 360 degrees for a distance of approximately 12 kilometres to a point (grid reference 35KQJ788700/7882100);

thence on a true bearing of approximately 78 degrees for a distance of approximately 11.6 kilometres to the starting point.

General Notice 1110 of 2020.

MINES AND MINERALS ACT [CHAPTER 21:05]

Application for Exclusive Prospecting Order No. 87 of 2018:
Midlands Mining District

IT is hereby notified, in terms of section 87(4) of the Mines and Minerals Act [Chapter 21:05], that Anieres Mining (Private) Limited, has applied to the Mining Affairs Board for an exclusive prospecting order, over an area described in the Schedule, in the Midlands Mining District, in relation to map reference Gweru SE-35-16 and of the ; scale 1:250 000, produced by the Surveyor-General.

The applicant intends to prospect for topaz, semi-precious stones and silica sands within the area which has been reserved against prospecting pending determination of this application. Prospecting authority is sought upon registered base mineral blocks within the reservation.

Any person wishing to lodge any objection to the granting of this application should do so in writing with the Secretary, Mining Affairs Board, Private Bag 7709, by not later than 24th July, 2020.

O. M. MOYO,
Chairman, Mining Affairs Board.

3-7-2020.

SCHEDULE

DESCRIPTION OF AREA

“SOMABHULA”

An area of approximately 13 440 hectares in extent, situate in Midlands Provincial Mining District, bound by a line commencing at a point which is approximately 20 kilometres west of Gweru (grid reference 35KQJ775763/7847695);

thence proceeding on a true bearing of approximately 133 degrees for a distance of approximately 20.2 kilometres to a point (grid reference 35KQJ790453/7833808);

thence on a true bearing of approximately 225 degrees for a distance of approximately 8.7 kilometres to a point (grid reference 35KQJ784332/7827589);

thence on a true bearing of approximately 325 degrees for a distance of approximately 19.4 kilometres to a point (grid reference 35KQK773032/7843378);

thence on a true bearing of approximately 32 degrees for a distance of approximately 5.1 kilometres to the starting point.

General Notice 1111 of 2020.

MASVINGO RURAL DISTRICT COUNCIL

Invitation to Competitive Bidding

COUNCIL invites suitable qualified surveyors to participate in the following bid:

Tender number

MRDC.005/2020. Request for the services of surveyor to survey stands in Nemamwa District Service Centre.

Stand numbers:

(1) 1276-1363 Residential Layout VE176

(2) 785-990 Residential Layout VE88A/1

(3) 991-1009 Residential Layout VA2082

Closing date and time: 17th July, 2020, at 1000 hours.

Mandatory requirements

- Certificate of Incorporation
- Company Profile
- NSSA compliance certificate
- Current Tax Clearance
- Proof of registration with the Procurement Regulatory Authority of Zimbabwe (PRAZ).
- Proof of registration with Survey Institute of Zimbabwe

Interested bidders are to request tender documents through email from masvingordcprocurement@gmail.com and requests after the closing will not be responded to.

Submission of tender

Tenders will be submitted in a marked tender box at Masvingo Rural District Council, Stand404, Nemamwa Growth Point, Masvingo.

General Notice 1112 of 2020.

ZIMBABWE ANTI-CORRUPTION COMMISSION

Notification of Tender Award

ZACC/01/2020. Provision of Vehicle Group Comprehensive Insurance service. Award of tender: Zimnat Lion Insurance Company Limited. Bid price:

Lot 1 ZWL \$557 191,50.

Lot 2 \$205 047,00.

General Notice 1113 of 2020.

POWERTEL COMMUNICATIONS (PRIVATE) LIMITED

Invitation to Competitive Bidding

BIDS are invited from reputable, reliable and well-established companies to tender for the following:

Tender number

ICT/PWT/01/2020. Provision of static security guard and CIT services for Powertel Offices and base stations. Closing date: 3rd September, 2020.

NCT/PWT/05/2020. Supply, delivery, installation and commissioning of a 250 kVA generator. Closing date: 4th August, 2020.

NCT/PWT/06/2020. Supply, delivery, installation and commissioning of a Data Centre Air Conditioning System. Closing date: 4th August, 2020.

All bidders must attend the compulsory pre-bid meeting for tenders NCT/PWT/05/2020 and NCT/PWT/06/2020 at No. 16, Birmingham Road, Southerton, Harare, to be briefed on the overall objective and guidelines for the projects. The pre-bid meetings shall be held on 21st July, 2020, at 1000 hours.

Tenders must be properly addressed to the Procurement Manager and enclosed in sealed envelopes clearly endorsed on the outside with the advertised Tender/Request for Proposal (RFP) Number, tender description and tender closing date. Tenders should be deposited into the tender box at Powertel

Communications, No. 2, Coronation Avenue, Greendale, Harare, Zimbabwe, on or before 1000 hours on the closing date.

Tender documents are obtainable upon payment of a non-refundable fee of ZWL\$150,00, from the Procurement Office, Powertel Communications (Private) Limited, No. 2, Coronation Avenue, Greendale, Harare.

NB: Powertel does not bind itself to award the tender to the lowest tender or any bid and reserves the right to accept the whole or part of the tender.

General Notice 1114 of 2020.

RUSAPE TOWN COUNCIL

Invitation to Tender (Domestic Competitive Bidding)

TENDERS are invited for the supply and delivery of goods and services listed hereunder:

Tender number

RTC-ENG-07-2020. Rank renovation plumbing requirements. Closing date: 13 th July, 2020.

Tender documents can be obtained at the reception, Civic Centre Offices, No. 398, Manda Avenue, Rusape, during office hours (0830 hours to 1630 hours) as from Monday, 6th July, 2020.

- Complete bids in sealed envelopes clearly marked with the tender number and description as indicated in the table above must be deposited in the respective tender box at the reception, Civic Centre Offices, No. 398, Manda Avenue, Rusape on or before 1000 hours of 13 th July, 2020.

A non-refundable deposit of RTGS\$150,00, is payable upon collection of bid documents for each tender.

No faxed, e-mailed or late tenders will be considered. The Council is not obliged to accept the lowest bid, or any bid.

Queries relating to these documents may be addressed to:

The Town Secretary, Rusape Town Council, No. 398, Manda Avenue, P.O. Box 17, Rusape. Tel: 0225-2051952
Email: rusapetowncouncil@gmail.com or rusapetown@yahoo.com

ACTING TOWN SECRETARY.

General Notice 1115 of 2020.

POSTAL AND TELECOMMUNICATIONS REGULATORY AUTHORITY OF ZIMBABWE (POTRAZ)

Invitation to Domestic Competitive Bidding

THE Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ) is inviting suitably qualified, and reputable bidders to participate in the following tenders:

Tender number

POTRAZ/DOM/13/20. (Domestic tender) Fireguards maintenance works at the following sites:

- Lot 1: Pomona, Harare
- Lot 2: Kotwa, Mudzi
- Lot 3: Gweru
- Lot 4: Bulawayo
- Lot 5: Chiredzi

More details are in the tender document. Closing date: 16th July, 2020, at 1000 hours.

POTRAZ/DOM/14/20. (Domestic tender). Supply and delivery of mobile cellphones. (Re-tender). Closing date: 16th July, 2020, at 1000 hours.

POTRAZ/DOM/15/20. (Domestic tender). Supply and delivery of various ICT equipment. Closing date: 16th July, 2020, at 1000 hours.

POTRAZ/DOM/16/20. (Domestic tender). Interior and exterior paint works at USF building. (Harare). Compulsory pre bid meeting 13 th July, 2020, at 1400 hours. Closing date: 21st July, 2020, at 1000 hours.

Interested bidders are to download the tender document from the POTRAZ website on www.potraz.gov.zw, tenders section. Those that would have downloaded the bidding documents from the website are required to register their

company details (company name, email, phone numbers) through email on pmu@potraz.gov.zw, with the tender number as the subject. Please note that registration is important to enable any communication regarding the respective tenders. POTRAZ will not be liable for any loss whatsoever that may result from bidder's non-registration.

In a bid to maintain social distancing in light of the Covid-19 pandemic, please note that we will not be entertaining walk in visitors for the purposes of acquiring bidding documents. For any enquiries regarding the advertised tender, you can contact the Procurement Management Unit on: 0242 - 333032 or through email on pmu@potraz.gov.zw

Please note that NO payments are required for this tender.

General Notice 1116 of 2020.

EMPOWERBANK

Invitation to Domestic Competitive Bidding Tender

TENDERS are invited from reputable suppliers, registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ) for the items listed below:

Tender number

DOMESTIC. EB ITCB-04/2020. Supply of processors and Random-Access Memory (RAM) for EmpowerBank servers. Closing date: 30th July, 2020, at 1000 hours.

Documents are obtainable from the Empowerbank Procurement Management Unit offices at Block 4, Tendeseka Office Park in Eastlea, Harare, upon a payment in our Finance Department of a non-refundable fee of ZWL\$200,00, per each tender document.

Bids must be enclosed in sealed envelopes and clearly endorsed on the outside with the advertised tender number and the description and must be addressed to the Accounting Officer EmpowerBank Limited, Block 4, Tendeseka Office Park, Eastlea, Harare.

Bids must be deposited in the tender box located at the reception on the above-mentioned address on or before the closing date and time. Bidders must ensure that they sign a register on submission of bids. Late bid submissions shall not be accepted under any circumstances.

EmpowerBank Limited, reserves the right to accept or reject any bid.

General Notice 1117 of 2020.

EMPOWERBANK

Contract Award Notice

EmpowerBank Limited, in terms of section 68 of the Public Procurement and Disposal of Public Assets Act [Chapter 22:23], do hereby publish the following contracts awarded in the second quarter of the year 2020:

Domestic. EB/RFP/01/2020. Provision of Server Virtualisation services. Winning bidder: Fineart Technologies. Amount: ZWL\$374,140,20.

Domestic. EB-RFP/02/2020: Provision of Microsoft Office and Server Licenses Renewal and Microsoft M365 package training services. Winning bidder: Terrific Tech. Amount: ZWL\$1,483,107,84.

Domestic. EB-01-2020. Supply and delivery of half-ton bakkie vehicles. Winning bidder: Amtec Motors (Private) Limited. Amount: ZWL\$3,172,543,25.

Domestic. EB-02-2020. Supply and delivery of sedan motor vehicle. Winning bidder: Amtec Motors (Private) Limited. Amount: ZWL\$1,342,315,16.

General Notice 1118 of 2020.

RURAL ELECTRIFICATION FUND (REF)

Invitation to Competitive Tenders

REF is inviting bids from reputable bidders for the following tenders:

Tender number

REF/Inter/13/07/2020-R15637. (International tender). Supply and delivery of various transformers. Quantity: 60. Closing date: 23rd July, 2020, at 1000 hours.

REF/Dom/14/07/2020-R12819. (Domestic tender). Supply and fit new commercial diesel pump
Clean, repaint and calibrate fuel tank;
Construct a bund wall around fuel tank;
Construct an oil separator and soakaway.
Quantity: 1. Closing date: 30th July, 2020.

REF/Dom/15/07/2020. [Domestic tender]. Supply and delivery of:
• Printers. Quantity: 4
• Laptops. Quantity: 5
• Sophos end-point protection. Quantity: 1.
Closing date: 30th July, 2020.

Bidding documents

In addition to the spread of the Covid-19 pandemic, interested bidders must send an email requesting the bidding documents on the following email addresses: **kchinembiri@rea.co.zw**; **Dahwaf@rea.co.zw**; **buyer@rea.co.zw**

The email must contain the following details without fail: name of bidder; physical address; name and cell numbers of contact person, official email address to be used for any future correspondences on the tender(s), tender number and description of tender(s) requested. The bidding documents shall be issued free of charge in terms of the law. Only bidders facing challenges in obtaining the bidding documents may call the Procurement Administrator on 0719409691.

Bid submission

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, the description and closing date. The bids shall be dropped in the tender box located at the above stated address by the closing date and time personally or by post. Upon bid submission, bidders must obtain a bid submission receipt as proof of bid acceptance. Bidders are free to witness the opening of the tenders on the named closing date and time.

Site visit notice

Bidders interested in the tender for supply and fit new commercial diesel pump (REF/Dom/14/07/2020-R12819) required to attend a compulsory site visit on 14th July, 2020, at 1000 hours as follows. Bidders must obtain a site visit certificate as proof of attendance.

Late bids shall be rejected.

General Notice 1119 of 2020.

RADIATION PROTECTION AUTHORITY OF ZIMBABWE

Notice of Tender Cancellation

RADIATION Protection Authority of Zimbabwe notifies all relevant stakeholders of the cancellation of Tender RPAZITF19B-2020 (Lot 2) for supply of mini bus up to 18-seater using domestic competitive bidding method (as per section 42 of the Public Procurement and Disposal of Public Assets Act [Chapter 22:23]).

Cancelled tender number

RPAZITF19B-2020 (Lot 2). Provision of 1 x mini bus up to 18-seater.

This is due to tender exceeding budget, due to unforeseen hyperinflation in the economy. Any inconvenience caused is sincerely regretted.

General Notice 1120 of 2020.

TEL-ONE

Invitation to Competitive Bidding Tenders

*Tender number***Competitive Bidding Tenders Domestic (CBTD)**

CBTD. 51-20. Supply and delivery Of SMS. Closing date: 30th July, 2020, at 1100 hours.

Tenders must be enclosed in sealed envelopes and endorsed on the outside with the advertised tender number, the description, the closing date and must be posted in time to be sorted into Post Office Box CY 264, Causeway, or delivered by hand to:

The Procurement Head, Tel-One Office 8S4, Runhare House, 107, Kwame Nkrumah Avenue, Harare, before 1100 hours (Zimbabwe Time) on or before the specified closing date.

Documents for the tenders are obtainable upon request on the following email: **procurement@telone.co.zw**

General Notice 1121 of 2020.

NET-ONE

Invitation to Tenders

BIDDERS are invited for the supply of the following:

Tender number

NET/ADM/02/20. Domestic tender for the provision of insurance services. Closing date: 3rd August, 2020, at 1000 hours.

NET/TRP/01/20. Domestic tender for the supply and delivery of motor vehicle batteries. Closing date: 3rd August, 2020, at 1000 hours.

NET/TRP/02/20. Domestic tender for the provision of motor vehicle hiring services. Closing date: 3rd August, 2020, at 1000 hours.

NET/TRP/03/20. Domestic tender for the supply and delivery of tyres. Closing date: 3rd August, 2020, at 1000 hours.

NET/TRP/04/20. Domestic tender for the provision of vehicle towing services. Closing date: 3rd August, 2020, and 1000 hours.

NET/TRP/05/20. Domestic tender for the provision of motor vehicle equipment. Closing date: 3rd August, 2020, at 1000 hours.

NET/SC/01/20. Domestic tender for the supply and delivery of groceries. Closing date: 3rd August, 2020, at 1000 hours.

NET/SC/02/20 domestic tender for the supply and delivery of toner cartridges. Closing date: 3rd August, 2020, at 1000 hours.

NET/SC/03/20. Domestic tender for the provision of customs clearing services. Closing date: 3rd August, 2020, at 1000 hours.

NET/SC/04/20. Domestic tender for the provision of courier services. Closing date: 3rd August, 2020, at 1000 hours.

NET/Z5/02/20. Domestic tender for the supply and delivery of deep-sea electronic controllers. Closing date: 3rd August, 2020, at 1000 hours.

NET/Z5/03/20. Domestic tender for the supply and delivery of Abloy padlocks and keys. Closing date: 3rd August, 2020, at 1000 hours.

Tenders must be submitted in sealed envelopes and endorsed on the outside with the advertised tender number, the description, closing date and hand delivered to: The Procurement Management Unit, NetOne Cellular (Private) Limited, P.O Box CY 579, Causeway, or Sixteenth Floor, Kopje Plaza Building, 1, Jason Moyo Avenue, Harare, not later than the prescribed date above.

Each tender document set is obtainable upon payment of a non-refundable fee of ZWL\$200,00, each at NetOne Cellular (Private) Limited, Eleventh Floor, Kopje Plaza Building, 1, Jason Moyo Avenue, Harare. Bidders are free to witness the tender opening process on the closing date.

General Notice 1122 of 2020.

ZIMTRADE

Invitation to Bids

ZimTrade, the national trade development and promotion organisation, is inviting bids from registered suitably qualified service providers for the provision of the following:

Tender number

ZTD/I-AUD/07/2020. Internal Audit Services. Domestic. Closing date: 20th July, 2020, at 3:00 p.m.

ZTD/ICT/07/2020. Supply and delivery of computer equipment. Domestic. Closing date: 20th July, 2020, at 3:00 p.m.

ZTD/PROP/07/2020. Property renovations. Domestic. Closing date: 20th July, 2020, at 3:00 p.m.

Tenders must be addressed to: The Procurement Officer, ZimTrade, 188, Sam Nujoma Street, Avondale, Harare, and must be enclosed in separate sealed envelopes endorsed on the outside with tender number and closing date. Tenders must be delivered to 188, Sam Nujoma Street, Avondale, Harare, by the closing date, before 3:00 p.m.

Tender documents are available from the ZimTrade offices, 188, Sam Nujoma Street, Avondale, Harare, upon payment of a non-refundable fee of ZWL\$100,00, per tender.

General Notice 1123 of 2020.

Zimbabwe Revenue Authority (ZIMRA)

Invitation to Competitive Bidding

THE Zimbabwe Revenue Authority (ZIMRA) invites prospective suppliers to participate in the following tenders:

ZIMRANCB.30/2020. Supply, delivery, installation and commissioning air conditioning units for 32 housing units at Chirundu OSBP. Site meeting date and venue: 16th July, 2020, at 1100 hours at Chirundu Border Post (Administration Office). Closing date: 31st July, 2020, at 1000 hours.

ZIMRA RFP.10/2020. Hiring of consultants (architects, quantity surveyors and engineers) for the development of customs dry ports. Closing date: 16th July, 2020, at 1000 hours.

ZIMRA ICB. 06/2020. Construction and commissioning of proposed staff cottages at Maitengwe Border Post. Site meeting date and venue: 30th July, 2020, at 1100 hours at Maitengwe Border Post. Site meeting date and venue: 28th August, 2020, at 1000 hours.

Interested eligible bidders may obtain further information from ZIMRA Procurement Management Unit *via* e-mail:

procurement@zimra.co.zw

A complete set of bidding documents may be obtained in soft copies *via* email free of charge or in hard copies upon payment of a non-refundable fee of ZWL\$350,00, into the following account number:

Zimbabwe Revenue Authority

CBZ: Bank

Account: 01120772590030

Branch: Kwame Nkrumah

Interested bidders should request for bidding documents *via* E-mail **procurement@zimra.co.zw**, and the documents will be availed within 24 hours.

The provisions in the Instructions to bidders and in the General Conditions of Contract contained in the bidding documents comply with the Zimbabwe Public Procurement and Disposal of Public Assets Act [Chapter 22:23] standard bidding document for the procurement of goods. The Procurement method applicable for the bidding process shall be National and International Competitive Bidding.

Bids must be enclosed in a sealed envelope and endorsed on the outside with the advertised tender number, description and closing date. Bids must be delivered and deposited in a tender box situated at Sixth Floor Reception, ZB Centre, corner Kwame Nkrumah Avenue/First Street, Harare, addressed to: The Acting Principal Procurement Manager, Zimbabwe Revenue Authority, ZB Centre, corner First Street/Kwame Nkrumah Avenue, Harare, Zimbabwe.

Bids will be opened in the presence of bidders' representatives who choose to attend the bid opening on the date and time of tender closing at the above offices.

General Notice 1124 of 2020.

CITY OF GWERU

Cancellation of Expression of Interest

ON Friday, 29th May 2020, City of Gweru through General Notice 899 of 2020 invited Expression of Interest for Legal Services (Tender number COG/E01/05/2020). City of Gweru hereby notifies the prospective legal practitioners and firms of the cancellation of any further proceedings in regard to the expression of interest as provided in section 42(1)(b) of the Public procurement and disposal of Public Assets Act [Chapter 22:23]. The reason for cancellation is that insufficient funding is available for the procurement.

Further take note that in terms of section 42(3)(a) all prospective bidders are invited to collect the hand-copy bids received from the date of publication of this notice. The hard copy—bids can be collected from the office of:

The Town Clerk,

City of Gweru,

Third Floor; Civic Centre/Town House

Cnr R.G Mugabe Way/8th Street, V. D. CHIKWEKWE, Gweru. Acting Town Clerk.

General Notice 1125 of 2020.

ZIMBABWE ELECTRICITY TRANSMISSION & DISTRIBUTION COMPANY (ZETDC)

Invitation to Competitive Bidding

TENDERS must be properly addressed to the Procurement Manager (A), Zimbabwe Electricity Transmission & Distribution Company, Second Floor, South Wing, Electricity Centre, 25, Samora Machel Avenue, Harare, Zimbabwe, and enclosed in sealed envelopes clearly endorsed on the outside with the advertised tender number, tender description and tender closing date. Tenders must be received and registered at ZETDC on or before the tender closing date and time or should be deposited into the ZETDC tender box placed at the Ground Floor (Foyer), ZESA Electricity Centre, Head Office, 25, Samora Machel Avenue, Harare, Zimbabwe, on or before 1000 hours on the closing date.

Tender number

ZETDC/DOM/01/2020. Supply and delivery of various tools and hardware. Closing date: 14th July, 2020, at 1000 hours.

ZETDC/DOM/02/2020. Supply and delivery of line material. Closing date: 14th July, 2020, at 1000 hours.

ZETDC/DOM/03/2020. Supply and delivery of building material for Alaska-Karoi (132kV) Power Transmission Rehabilitation Project (AKTP). Closing date: 14th July, 2020, at 1000 hours.

ZETDC/DOM/04/2020. Provision of Consultancy Services on the planning, design and construction of civil works for Waterfalls Customer Service Centre. **N.B.** Site visit is mandatory and only one meeting shall be conducted at site on 14th July, 2020, at 1000 hours. Only interested bidders who would have requested and provided with the tender document to familiarise themselves before the site visit are eligible to attend the site meeting. Closing date: 28th July, 2020, at 1000 hours.

ZETDC/INTER/01/2020. Supply and delivery of distribution transformers (25kVA to 500kVA). Closing date: 21st July, 2020, at 1000 hours.

ZETDC/INTER/02/2020. Annual contract for hire of truck mounted knuckle boom crane and auger. Closing date: 21st July, 2020, at 1000 hours.

ZETDC/INTER/03/2020. Supply and delivery of dual application and off road motor bikes. Closing date: 21st July, 2020, at 1000 hours.

Documents for the above captioned domestic and International tenders are obtainable upon request by interested bidders to the following email: **procurement@zetdc.co.zw**. The scanned copy of tender document will be emailed to interested bidder's email provided and bidder's acknowledgement of receipt of the respective set of tender document is required.

N.B. Interested bidders to indicate which tender they are interested in participating in when requesting for a tender document. The tender documents will only be transmitted electronically (scanned in pdf format) through bidder's email free of charge.

ZETDC does not bind itself to award the lowest tender or any bid and reserves the right to accept the whole or part of any tender. Late tenders will not be accepted.

General Notice 1126 of 2020.

HARARE INSTITUTE OF TECHNOLOGY (HIT)

Invitation to Competitive Bidding

THE Harare Institute of Technology (HIT) is inviting suitably qualified and PRAZ registered bidders to participate in the following tender:

HIT/CBT/07/2020. The supply and delivery of automation and electronic equipment. Closing date: Friday, 10th July, 2020, at 1200 hours.

Complete bids must be enclosed in sealed envelopes and endorsed on the outside with the advertised procurement reference number, description, closing date and must be posted in time to be sorted into P.O. Box BE277, Belvedere, Harare, or delivered by hand to The Registrar, Harare Institute of Technology, Ganges Road, Belvedere, Harare, before the closing date. The tender box shall be located in the Reception Area-Main Administration Block.

Standard bidding documents are obtainable from the Procurement Management Unit (PMU), Harare Institute of Technology, at the above physical address, Office E15, upon payment of a non-refundable deposit of ZWL\$250,00, each, from our Cash Office, Office No. E2.

Bids will be opened in the presence of bidder's representatives who decide to attend immediately after closure. HIT will observe WHO regulations and visitors shall be subjected to medical screening at the entrance and shall be required to bring their own face masks.

General Notice 1127 of 2020.

MINISTRY OF HIGHER AND TERTIARY EDUCATION, INNOVATION, SCIENCE AND TECHNOLOGY DEVELOPMENT

Invitation to Tenders

MHTEISTD/HEAD OFFICE/COMP/02/06/2020. Supply of main computer servers E -Learning. Closing date: 8th July, 2020.

MHTEISTD/HEAD OFFICE/CONF/03/06/2020. Tender for the supply and installation of virtual conference equipment. Closing date: 8th July, 2020.

MHTEISTD/HEAD OFFICE/LAP/04/06/2020. Tender for the supply and delivery of laptops. Closing date: 10th July, 2020.

MHTEISTD/HEAD OFFICE/RECEP/05/06/2020. Tender for the supply and installation of reception. Closing date: 10th July, 2020. Mgandane Dlodlo Building. Third Floor F Block. Closing date: 10th July, 2020, at 1000 hours.

Interested eligible suppliers may obtain bidding documents from the Procurement Management Unit, Ministry of Higher and Tertiary Education, Innovation, Science and Technology Development, Office 327, Second Floor, G Block, Mgandane Dlodlo Building, Cnr Samora Machel Avenue/Simon Muzenda Street, upon payment of a non-refundable fee of RTG\$300,00. Tender documents shall be sold between 0900 hours-1500 hours.

Tenders must be properly addressed and enclosed in sealed envelopes, clearly endorsed with tender description, closing date and time. Tenders should be hand delivered and deposited in the tender box Second Floor Reception F Block, on or before 1000 hours GMT on the tender closing date.

Bidders are free to witness the opening of bids soon after tender closing time.

General Notice 1128 of 2020.

NATIONAL SOCIAL SECURITY AUTHORITY (NSSA)

Invitation to Tenders

NSSA.14/2020. Provision of security services to NSSA. Closing date: 31st July, 2020, at 1000 hours.

NSSA.15/2020. Provision of cleaning services to NSSA. Closing date: 31st July, 2020, at 1000 hours.

Tender conditions

1. Bidders must be registered companies contributing to NSSA Pension Schemes and must be paid-up.
2. Bidders must attach a Certificate of Incorporation and CR 14.
3. Bidders must submit proof of registration with ZIMRA and the Procurement Regulatory Authority of Zimbabwe (PRAZ).
4. Each tender document must be obtained upon payment of a non-refundable fee of RTG\$200,00, from NSSA Supply Chain Office, Office No. 13, Seventh Floor, NSSA House, corner Sam Nujoma Street/Selous Avenue, Harare, Zimbabwe.
5. Bid documents must be submitted in sealed envelopes, endorsed on the outside with the advertised tender number, tender description, closing date & time and must be hand delivered to The Supply Chain Office, National Social Security Authority, Office No. 13, Seventh Floor, NSSA House, Corner Sam Nujoma Street/ Selous Avenue, to reach us on or before date and time of closure.

General Notice 1129 of 2020.

MHONDORO NGEZI RURAL DISTRICT COUNCIL

Notification of Cancellation of Procurement Proceedings

MHONDORO Ngezi Rural District Council would like to notify bidders that tender numbers:

tender m/mberr

TN2/2019. Supply and delivery of borehole spares.

TN6/19. Supply and delivery of single cab trucks.

TN8/19. Supply and delivery of a 15m³ tipper truck.

TN10/19. Supply and delivery of a water bowser.

TN11/19. Supply and delivery of a honey sucker.

MNRDC. TN6/2020-Supply and delivery of solar system (Lot 1 and Lot 2).

MNRDC. TN8/2020. Supply and delivery of a complete elusion plant; have been cancelled in line with section 42(1b) and (1d).

The council however wishes to advise current and potential bidders that re-advertisement will be done once adequate financing has been secured. Any inconveniences caused are sincerely regretted.

Contract Award Notice

Mhondoro Ngezi RDC, in terms of section 68 of the Public Procurement and Disposal of Public Assets Act [Chapter 22:23], do hereby publish the following:

Tender number

TN1/2019. Supply and delivery of motorbikes. Bidder: Lifestyle Motors. Bid amount: \$154 375,00.

TN3/2019. Supply of plumbing materials. Bidder: Proplastics. Bid amount: \$734 328,27.

TN4/2019. Supply and delivery of building materials. Bidder: DST. Bid amount: \$277 271,00.

TN5/2019. Supply and delivery of tyres. Bidder: Tyrezim. Bid amount \$405 771,24. Bidder: Terraquip Agricultural Services. Bid amount: \$241 496,00.

TN7/2019. Supply and delivery of double cabs. Bidder: Croco Motors. Bid amount: \$1 241 600,00.

TN9/2019. Supply and delivery of 5m³ tipper truck. Bidder: Duly Motors. Bid amount: \$390 000.

TN12/2019. Supply and delivery of tractors. Bidder: Afritractors. Bid amount: \$676 755,50.

TN13/2019. Construction and double seal surfacing of 4.6km Binya Road Turf. Bidder: Jepnik Investments. Bid amount \$14 987 742,77.

TN14/2019. Supply and delivery of one twin cab truck. Bidder Paza Buster. Bid amount: \$1 131 000,00.

MNRDCTN 1/2020. Supply and delivery of borehole spares. Bidder: Abarim Enterprises. Bid amount: \$3 638 822,60. General Notice 1132 of 2020.

MNRDCTN4/2020. Supply and delivery of PPE. Bidder: Tip Long Trading. Bid amount: \$818 811,22. Bidder: Real Life Medicals. Bid amount: \$482 205,30.

MNRDC. TN5/2020. Supply and delivery of tyres and tubes. Bidder: Bospat Investments. Bid amount: \$163 300. Bidder: Tyrezim. Bid amount: \$1 101 230,10. Bidder: Terraquip Agric Services. Bid amount \$285 300,00. Bidder: Solutions Motors. Bid amount: \$4 640.

MNRDC. TN9/2020. Supply and delivery of groceries. Bidder: Probrands. Bid amount: \$1 686 504,26.

General Notice 1130 of 2020.

MINISTRY OF ENVIRONMENT, CLIMATE, TOURISM AND HOSPITALITY INDUSTRY

Invitation to Tender

TENDERS are invited from registered and reputable companies in terms of the Public Procurement and Disposal of Public Assets Act [Chapter 22:23],

Tender number

MECTHI.004. Purchase of one (1) single cab pick up 4 x 2. Closing date: 8th July, 2020.

A complete set of bidding documents can be obtained at the following address: Office 11:54, Eleventh Floor, Kaguvi Building, cnr Simon Vengai Muzenda Street and Central Avenue, Harare, upon payment of ZW\$200,00, into the following account:

Ministry of Environment, Climate, Tourism and Hospitality Industry, CBZ Bank Account Number: 06622394820011.

Interested bidders should bring proof of payment to Accounts for receipting before they can collect the tender document from the above mentioned office.

Tenders must be enclosed in a sealed envelopes and endorsed on the outside with the advertised number and the closing date of tender. The bids must be deposited in the tender box at our reception located on the above mentioned address, on or before the closing date.

General Notice 1131 of 2020.

FORESTRY COMMISSION

Invitation to Competitive Bidding

BIDS are invited from suitable and reputable suppliers for the supply of a pre-owned, recent import sedan vehicle:

FC/VEH.01/2020. Supply and delivery of 1 x pre-owned, recent import sedan. Closing date and time: 9th July, 2020, at 1000 hours.

Interested firms shall obtain further information and bidding documents upon payment of a non-refundable tender fee of ZW\$400,00, at the address below during working hours from Monday to Friday 0800 hours to 1630 hours.

Submission of tender

Completed bids must be deposited in a tender box at the address below, enclosed in sealed envelopes clearly marked with the reference number, on or before 9th July, 2020, at 1000 hours.

NOTE: Late submissions will be rejected.

Head of the Procurement Management Unit,
Forestry Commission, 1, Orange Grove Drive, Highlands,
Harare.

UNIVERSITY OF ZIMBABWE

Invitation to Competitive Bidding

Tender number

UZ/36/2020. Supply and delivery of Antivirus Solution (Kaspersky). Closing date and time: 10th July, 2020, at 1000 hours.

Interested bidders are required to send their request for the bidding document stating the tender number to the following email: pmu@admin.uz.ac.zw

General Notice 1133 of 2020.

MUTARE POLYTECHNIC

Invitation to Domestic Competitive Bidding (Framework Agreements)

Mutare Polytechnic is inviting suitably qualified, and reputable bidders to participate in the following tenders:

Tender number

MTREPOLY/FWK/01/2020. Supply and delivery of fabrics and notions.

MTREPOLY/FWK/02/2020. Supply and delivery of cartridges and computer consumables.

MTREPOLY/FWK/03/2020. Supply and delivery of stationery.

MTREPOLY/FWK/04/2020. Supply and delivery of groceries and provisions.

MTREPOLY/FWK/05/2020. Supply and delivery of vehicle tyres.

Interested bidders can obtain the bidding documents that consist the instructions and procurement requirements by sending their request for the bidding document stating the tender number to the following email address mutarepolytechnicad@gmail.com. The scanned copy of the tender document will be emailed to the interested bidder's email provided and bidder's acknowledgement of receipt of the respective set of tender documents is required. No payment is required for acquiring bidding documents.

In a bid to maintain social distancing in light of the Covid-19 pandemic, please note that we will not be entertaining walk in visitors for the purpose of acquiring bidding documents. Tenders must be enclosed in sealed envelopes endorsed on the outside with the advertised tender number, closing date and tender description and must be addressed to:

The Principal,
Procurement Management Unit,
Mutare Polytechnic,
cnr J. Tongogara/Vincent Avenue,
P. O. Box 640,
Mutare.

Bid documents must be submitted to the PMU Office in the Administration block on or before 1000 hours on the 24th of July, 2020. The opening of tenders will be done at 1030 hours on the same day. All bidders are invited to witness the tender opening.

For more information, contact the Procurement Management Unit on (020) 63141 or through email on mutarepolytechnicad@gmail.com

General Notice 1134 of 2020.

INFRASTRUCTURE DEVELOPMENT BANK OF ZIMBABWE (IDBZ)

Invitation to Tender

THE Infrastructure Development Bank of Zimbabwe (IDBZ) invites prospective suppliers to participate in the following tenders:

Tender number

IDBZ/CSAL/74/2020: Supply of cleaning and gardening services: Deadline for Request for Clarifications: 16th July, 2020.

Closing date and time: 30th July, 2020, at 1000 hours. Bid Security/Required: Bid Securing Declaration.

Bidding documents will be available electronically free of charge upon a written request to **procurement@idbz.co.zw** and/or at the address below during office hours between 0800 to 1630 hours until the date of closing of bids. Bids shall be valid for a bid period of 90 working days.

Attention: Kenneth Geyi,
Head—Procurement Management Unit,
IDBZ House,
99, Rotten Row,
Harare, Zimbabwe
E-mail: **procurement@idbz.co.zw**

The provisions in the Instructions to bidders and in the General Conditions of Contract contained in the bidding documents comply with the Public Procurement and Disposal of Public Assets Act [Chapter 22:23]. The Procurement method applicable for the bidding process shall be National Competitive Bidding. Prospective bidders must be registered with the Procurement Regulatory Authority of Zimbabwe (PRAZ).

This opportunity is open to Zimbabwean companies only. Bidders are not required to pay an administration fee payable by Bidders to the Procurement Regulatory Authority of Zimbabwe (PRAZ) and section 54 of the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] as set out in Part IV of the Fifth Schedule to the Public Procurement and Disposal of Public Assets Regulations, 2018 (Statutory Instrument 5 of 2018) is not applicable.

Bids must be submitted in a sealed envelope and deposited in the tender box located at the address mentioned above and shall be endorsed on the outside with the advertised tender number, description and closing date.

All bidders are invited to the opening of tenders immediately after closing deadline on the stipulated dates and times above. Attendance to the closing and opening is not compulsory.

Late bids shall NOT be considered. The IDBZ is not obliged to accept the lowest bid, or any bid. Bids will be opened in the presence of bidder's representatives who choose to attend at the submission closing deadline, at the above stated physical address.

General Notice 1135 of 2020.

ZIMBABWE POWER COMPANY (ZPC)

Notification of a Supplier Standing List

NOTICE is hereby given, in terms of section 15(8) of the Public Procurement and Disposal of Public Assets General Regulations, 2018, Statutory Instrument 5 of 2018, for the following suppliers who have been shortlisted to a standing list:

Scope of supply: Supply and delivery of personal protective equipment.

SHORTLISTED SUPPLIERS

Earthswops Enterprises (Private) Limited, trading as Bidvest Engineering. Duration: 1 year.

Eduworld Investments (Private) Limited. Duration: 1 year

Overfreight Investments. (Private) Limited. Duration: 1 year

JMCD Enterprises (Private) Limited. Duration: 1 year

Loxia Investments. Duration: 1 year

Lifel Investments. Duration: 1 year

Tiplong Trading (Private) Limited. Duration: 1 year

Nuvert Trading (Private) Limited, trading as Triple Tee Footwear. Duration: 1 year.

Elegant Edge (Private) Limited. Duration: 1 year.

CHANGE OF NAME

TAKE notice that, on 24th day of June, 2020, before me, Farai Siyakurima, a legal practitioner and notary public, appeared Clifford Karimbika (born on 9th November, 1985) (ID 48-1116063 S 48) and changed his name to Clifford Mapisa, so that, henceforth, for all purposes and occasions he shall be known by the name Clifford Mapisa.

Dated at Harare on this 26th day of June, 2020.—Farai Siyakurima, c/o Sawyer & Mkushi, legal practitioners, Eleventh Floor, Social Security Centre, cnr Sam Nujoma Street/Julius Nyerere Way, Harare. 451212f

CHANGE OF NAME

TAKE notice that, on 5th day of June, 2020, Tarusarira Richmond Singadi (born on 19th April, 1982) appeared before me, Brian Dube, a legal practitioner and notary public, at Gweru, and changed his name from Tarusarira Richmond Singadi to Richmond Mazodze, so that, henceforth, for all purposes and occasions he shall be known by the name Richmond Mazodze.

Dated at Gweru on this 5th day of June, 2020.—Brian Dube, c/o Gundu, Dube & Pamacheche Legal Practitioners, First Floor, Desson Building, cnr R.G. Mugabe Way/8th Street, Gweru. 451076f

CHANGE OF NAME

NOTICE is hereby given that we intend to apply for name change of Cosmas Mukungate (born on 9th July, 1979) (ID 44-073829 K 44). abandoned the name Cosmas Mukungati and assumed the name Coussie McLeame Anashe.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days of the date of the publication of this notice.

Dated at Harare this 23rd day of June, 2020.—Dube-Tichaona and Tsvangirai Legal Practitioners, First Floor, Takura House, 67-69, Kwame Nkrumah Avenue, Harare. 451063f

LOST CERTIFICATE OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificate of registration, issued in the name of M and M Syndicate, has been lost or mislaid and that application will be made to the Provincial Mining Director, Mashonaland Central Province, Bindura, at the expiration of 30 days from the date of publication of the notice, for the issue of a duplicate thereof.

<i>Registration number</i>	<i>Name of block</i>
16142	Cosmas 4 Mine

Dated at Bindura this 24th day of June, 2020.—M and M Syndicate, applicant. 301939f

LOST CERTIFICATE OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificate of registration, issued in the name of Tongogara Youth Project, has been lost or mislaid and that application will be made to the Provincial Mining Director, Midlands Province, Gweru, at the expiration of 30 days from the date of publication of the notice, for the issue of duplicates thereof.

<i>Registration number</i>	<i>Name of block</i>
2637 B.M	West Peak 3

Dated at Shurugwi this 19th day of June, 2020.—Teddy Gumbi, applicant, Red Rose Mine, Esigodini. 451079f

LOST CERTIFICATES OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificates of registration, issued in the name of Progress Syndicate, have been lost or mislaid and that application will be made to the Provincial Mining Director, Matabeleland South Province, Gwanda, at the expiration of 30 days from the date of publication of the notice, for the issue of duplicates thereof.

<i>Registration number</i>	<i>Name of block</i>
37392	Penny P
34617	Grndad

Dated at Gwanda this 19th day of June, 2020.—Teddy Gumbi, applicant, Red Rose Mine, Esigodini. 451084f

LOST CERTIFICATES OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificates of registration, issued in the name of Marwaan Mohamad, have been lost or mislaid and that application will be made to the Provincial Mining Director, Midlands Province, Gweru, at the expiration of 30 days from the date of publication of the notice, for the issue of duplicates thereof.

*Registration number*31370
31365*Name of block*Gordon Huys Deep 2
Samanye Tripple

Dated at Gweru this 2nd day of June, 2020.—Marwaan Mohamad, applicant. 451059f

LOST CERTIFICATE OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificate of registration, issued in the name of Jabulani Nyathi and Opa Nyathi, has been lost or mislaid and that application will be made to the Provincial Mining Director, Matabeleland North Province, Bulawayo, at the expiration of 30 days from the date of publication of the notice, for the issue of a duplicate thereof.

Registration number

48559

Name of block

Vukuzenzele Syndicate

Dated at Bulawayo this 18th day of June, 2020.—Opa Nyathi and Jabulani Nyathi, applicants, 277/91, Mpopoma, Bulawayo. 451060f

LOST CERTIFICATE OF REGISTRATION

NOTICE is hereby given that the under-mentioned certificate of registration, issued in the name of Nqobile Ncube, has been lost or mislaid and that application will be made to the Provincial Mining Director, Matabeleland North Province, Bulawayo, at the expiration of 30 days from the date of publication of the notice, for the issue of a duplicate thereof.

Registration number

48555

Name of block

Riverside A1

Dated at Bulawayo this 18th day of June, 2020.—Nqobile Ncube, applicant, 277/91, Mpopoma, Bulawayo. 451065f

LOST CERTIFICATE OF REGISTERED TITLE

NOTICE is hereby given that we intend to apply for a certified copy of Certificate of Registered Title 2209/2008, dated 14th May, 2008, made in favour of Crowhill Farm (Private) Limited, whereby an undivided 0,0298% share being Share No. 2443 in certain piece of land situate in the district of Salisbury called Crowhill Estate, measuring 724,047 5 hectares, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 25 th day of June, 2020.—Lunga Attorneys, 12, Cuba Avenue, Mt Pleasant, Harare. 451216f

LOST CERTIFICATE OF REGISTERED TITLE

NOTICE is hereby given that we intend to apply for a certified copy of Certificate of Registered Title 2132/2008, dated 13 th May, 2008, made in favour of Crowhill Farm (Private) Limited, whereby an undivided 0,0298% share being Share No. 2400 in certain piece of land situate in the district of Salisbury called Crowhill Estate, measuring 724,047 5 hectares, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 25 th day of June, 2020.—Lunga Attorneys, 12, Cuba Avenue, Mt Pleasant, Harare. 451217f

LOST CERTIFICATE OF REGISTERED TITLE

NOTICE is hereby given that we intend to apply for a certified copy of Certificate of Registered Title 2529/95, dated 27th April, 1995, made in favour of Joseph Masaire (born on 1st December, 1955), whereby certain piece of land in extent 714 square metres being Stand 9793 Masvingo Township of Stand 252A Fort Victoria Township, situate in the district of Victoria, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.—Chihambakwe Law Chambers, applicant's legal practitioners, 30, Hofmeyer Street, P.O. Box 700, Masvingo. 451152f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 928/85, dated 2nd May, 1985, made in favour of Simeon Tarirayi Chireshe, whereby certain piece of land situate in the district of Gwelo being Stand 3083 Gwelo Township of Gwelo Township Lands in extent 1 499 square metres, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days from the date of publication of this notice.

Dated at Gweru this 25th day of June, 2020.—Danziger & Partners, applicant's legal practitioners, Stand 159, Main Street, Gweru. 451162f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 8451/2008, dated 27th November, 2008, passed in favour of George Mudange (born on 25 th November, 1972) (ID 63-841284 Z 34) and Patience Mudange (born on 18th August, 1974 (ID 47-108090 V 47), in respect of an undivided 0,0298% share being Share No. 287 in certain piece of land situate in the district of Salisbury called Stand 287 Lot J of Borrowdale Estate, measuring 724,047 5 hectares.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days of the date of the publication of this notice.—George and Patience Mudange, 58, Brooke Villagem, Harare. 451163f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 1921/99, dated 3rd March, 1999, made in favour of Charity Chinamo (born on 1st June, 1949) (ID 63-659300 Q 27), whereby certain piece of land situate in the district of Salisbury being Stand 1668 Tynwald Township of Stand 1042 Tynwald Township, measuring 202 square metres, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of the date of the publication of this notice.

Dated at Harare this 26th day of June, 2020.—Mugiya & Muvhami Law Chambers, applicant's legal practitioners, Second Floor, Block 3, Union Complex, No. 1, Kwame Nkrumah Avenue, Harare. 451164f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 2172/2019, dated 5th April, 2019, made in favour of Beit Bridge Juicing (Private) Limited, whereby certain piece of land situate in the district of Salisbury being the Remainder of Stand 210 Ruwa Township of Acorn Estate, measuring 1,052 8 hectares, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, within 14 days of the date of the publication of this notice.—Messrs Wintertons, applicant's legal practitioners, Beverley Place, Selous Avenue, Harare. 204739f

LOST DEED OF TRANSFER

NOTICE is hereby given that an application will be made to the Registrar of Deeds, at Bulawayo, for a certified copy of Deed of Transfer 3190/98, dated 7th August, 1998, granted in favour of Silver Lakes Investments (Private) Limited, whereby certain piece of land situate in the district of Bulawayo being the Remainder of Mapani, measuring 519,186 0 hectares, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing with the Deeds

Registry, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 23rd day of June, 2020.—Maseko Law Chambers, legal practitioners, 601, Sixth Floor, LAPF House, Jason Moyo Street and 8th Avenue, Bulawayo. 451104f

LOST DEED OF TRANSFER

NOTICE is hereby given that an application will be made to the Registrar of Deeds, at Bulawayo, for the issue of a certified copy of Deed of Transfer 1376/95, dated 5th May, 1995, made in favour of Claudius Mufudza, whereby certain piece of land situate in the district of Que Que called Stand 6327 Mbizo Township of Stand 478 Mbizo Township, measuring 275 square metres, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.—Mutatu and Mandipa Legal Practice, applicant's legal practitioners, Suite 9, First Floor, Moonlight Building, 5th Street, Gweru. 451077f

LOST DEED OF TRANSFER

NOTICE is hereby given that an application will be made to the Registrar of Deeds, at Bulawayo, for the issue of a certified copy of Deed of Transfer 1147/96, dated 30th April, 1996, made in favour of Ambe (Private) Limited, whereby certain piece of land situate in the district of Gwelo being the Remaining Extent of Stand 575A Gwelo Township of Stand 1003 of Gwelo Township in extent 1 952 square metres, was conveyed.

All persons having any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Bulawayo, within 14 days from the date of publication of this notice.—Gundu, Dube & Pamacheche Legal Practitioners, applicant's legal practitioners, First Floor, Desson Building, 8th Street, P.O. Box 1679, Gweru. 451078f

LOST DEED OF TRANSFER

NOTICE is hereby given that an application will be made for a certified copy of Deed of Transfer 5031/2006, dated 30th June, 2006, made in favour of Agnes Taruvinga called certain 3 800 square metres of land called Stand 1004 Greendale Township of Lot 26 of Greendale, situate in the district of Salisbury, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 24th day of June, 2020.—Agnes Taruvinga, Stand No. 4, Metcalfe Road, Greendale, Harare. 451080f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 1056/2004, dated 31st March, 2004, in the sum of ZW\$45 000,00, which is registered in favour of Tabbeth Tendai Machechera, whereby certain piece of land situate in the district of Bulawayo called Stand 4285 Bulawayo Township of Bulawayo Township Lands, measuring 1 115 square metres, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days of the date of the publication of this notice.—T. Hara and Partners Legal Practitioners, Suite 202, Second Floor, CIPF Centre, Bulawayo. 451081f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 4588/2001, dated 30th November, 2001, made in favour of Tsungai Properties (Private) Limited (Registration No. 6307/96) in respect of certain piece of land situate in the district of Wankie called Stand 340 Victoria Falls Township, measuring 3 343 square metres.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days of the date of the publication of this notice.—Ncube and Partners, legal practitioners, 123A, Josiah Tongogara Street, corner 13 th Avenue, Bulawayo. 451082f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 443/2013, dated 11th April, 2013, in terms of which certain piece of land situate in the district of Bulawayo, measuring 3,576 9 hectares called Subdivision 8 of Subdivision D of Claremont was registered in the name of Bruce Stewart Clare Honey (born on 25 th September, 1969) and Antoinette Hester Honey (born on 2nd September, 1971), was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days of the date of the publication of this notice.—Webb, Low & Barry (incorporating Ben Baron & Partners), applicant's legal practitioners, 11, Luton Street, Belmont, Bulawayo. 451083f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 6595/91, dated 13 th September, 1991, made in favour of Joseph Masaire (born on 1st December, 1955), whereby certain piece of land situate in the district of Victoria being Stand 252A Fort Victoria Township, measuring 1 428 square metres, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days of the date of the publication of this notice.—Chihambakwe Law Chambers, applicant's legal practitioners, 30, Hofmeyer Street, P.O. Box 700. 451153f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 1111/79, dated 10th May, 1979, made in favour of Smart Moses Chigogora (born on 9th May, 1937) (National Registration Certificate B16061 Chibi) in respect of certain piece of land situate in the district of Bulawayo called Subdivision X of Subdivision A of Trenance, measuring 4,743 7 hectares.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days of the date of the publication of this notice.—Ncube and Partners, legal practitioners, 123A, Josiah Tongogara Street, corner 13 th Avenue, Bulawayo. 451066f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 1431/2015, dated 12th August, 2015, passed in favour of Nelson Mukungurutse in respect of certain piece of land in extent 300 square metres being Stand 7620 Mbizo Township of Stand 479 Mbizo Township, situate in the district of Que Que.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days of the date of the publication of this notice.—Mutatu & Partners, legal practitioners, First Floor, Old Mutual House, 45, RG Mugabe Way, Kwekwe. 451069f

LOST DEED OF TRANSFER

NOTICE is hereby given that Itwaf Enterprises (Private) Limited intends to apply for a certified copy of Deed of Transfer 7590/2005, dated 12th September, 2005, issued in its favour, whereby certain piece of land situate in the district of Umtali called Stand 5981 Mutare Township of Umtali Township Lands, measuring 1,100 hectares, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of the date of the publication of this notice.—Itai Wafawarova, c/o Mandikumba & Partners, 9, Peterhead Drive, Eastlea, Harare. 451135f

LOST DEED OF TRANSFER

NOTICE is hereby given that Itai Wafawarova (born on 1st December, 1971) intends to apply for a certified copy of Deed of Transfer 971/2007, dated 21st February, 2007, issued in his favour, whereby certain piece of land situate in the district of Umtali called Azalea Garden, measuring 6,070 3 hectares, was conveyed.

All persons claiming to have any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of the date of the publication of this notice.—Itai Wafawarova, c/o Mandikumba & Partners, 9, Peterhead Drive, Eastlea, Harare. 451136f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 14/60, dated 5 th January, 1960, made in favour of Knapp Holdings (Private) Limited, whereby certain piece of land situate in the district of Salisbury called Stand 4854 Salisbury Township of Salisbury Township Lands, measuring 1 928 square metres, was conveyed.

All persons having any objections to the issue of such copy, are hereby required to lodge same, in writing, with the Registrar of Deeds, at Harare, within 14 days of the date of the publication of this notice.—Dhlakama B. Attorneys, applicant's legal practitioners, 22, Broadlands Road, Emerald Hill, Harare. 451180f

LOST DEED OF TRANSFER

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 1877/2006, dated 22nd March, 2006, made in favour of Paula Maisiri (born on 13 th March, 1979), whereby certain piece of land situate in the district of Salisbury called Stand 5565 Salisbury Township, measuring 1 835 square metres, was conveyed.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days of publication of this notice.—Danziger & Partners, legal practitioners, Third Floor, Finsure House, cnr. Kwame Nkrumah Avenue/Sam Nujoma Street, Harare. 451103f

LOST TITLE DEED

NOTICE is hereby given that we intend to apply for a certified copy of Title Deed 3842/86, dated 16th December, 1986, in the name of Reginald Guest (born on 19th November, 1953), in respect of certain piece of land in extent 1,146 3 hectares being Lot 125 North Trenance of Trenance situate in the district of Bulawayo.

All persons having any objections to, or wishing to make any representations in connexion with, the issue of such copy, are hereby required to lodge same, in writing, with the Deeds Registry, at Bulawayo, within 14 days of the date of the publication of this notice.—Sansole & Senda, applicant's legal practitioners, Sixth Floor, Charter House, Fort Street and Leopold Takawira Avenue, Bulawayo. 451067f

LOST DEED AND CANCELLATION OF MORTGAGE BOND

NOTICE is hereby given that we intend to apply for a certified copy of Deed of Transfer 2684/2009, dated 22nd May, 2009, made in favour of Oppah Charm Zvipange Muchinguri (born on 14 th December, 1958), whereby certain piece of land situate in the district of Salisbury called Stand 2947 Glen Lorne Township of Stand 802 Glen Lorne Township 15, measuring 7 534 square metres, was conveyed; and the cancellation of Mortgage Bond 3545/2010, for the sum of US\$46 575,00, dated 20th July, 2010, passed by the said Oppah Charm Zvipange Muchinguri in favour of CBZ Bank Limited.

All persons claiming to have any right or title to the said title deed and mortgage bond, which are lost, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days of the date of the publication of this notice.

Dated at Harare this 24th day of June, 2020.—Matsika Legal Practitioners, applicant's legal practitioners, No. 3, Vale Close, Kensington, Harare. 451075f

CANCELLATION OF MORTGAGE BOND

NOTICE is hereby given that we intend to apply for the cancellation of Mortgage Bond 10310/99, dated 8th October, 1999, for the sum of Z\$905 000,00, passed by Johnson Manyakara (born on 17th February, 1952) and Grace Manyakara (born on 1st March, 1957) in favour of Delta Beverages (Private) Limited, over certain piece of land situate in the district of Salisbury being Stand 764 Greendale Township 2 of Lot 160A Greendale, measuring 4 047 square metres held under Deed of Transfer 11420/99, dated 16th November, 1999.

All persons having any objections to, or wishing to make any representations in connexion with, the cancellation of the said mortgage bond, are hereby required to lodge same, in writing, with the Deeds Registry, at Harare, within 14 days of the date of the publication of this notice.—Danziger & Partners, legal practitioners, Third Floor, Finsure House, cnr Kwame Nkrumah Avenue and Sam Nujoma Street, Harare. 451160f

CANCELLATION OF MORTGAGE BONDS

NOTICE is hereby given that I intend to apply for the cancellation of the following mortgage bonds:

- (1) 10584/95, for \$90 000,00, passed on 23rd October, 1995;
- (2) 10200/98, for \$110 000,00, passed on 23rd October, 1998;
- (3) 9703/2000, for \$300 000,00, passed on 27th November, 2000;

by Jefita Jinga of Stand 7201, Unit J, Seke, Chitungwiza, in favour of Stanbic Bank Zimbabwe Limited of Belgravia, Harare, hypothecating certain piece of land, measuring one hundred and twenty (120) square metres called Stand 7201 Seki Township in the district of Goromonzi, whereof the said Jefita Jinga is the present registered holder.

All persons claiming to have any right or title in or to the said bonds, which are lost, are hereby required to lodge their objections or representations, in writing, with the Deeds Registry, at Harare, within 14 days from the date of publication of this notice.—Jefita Jinga, Stand 7201, Unit "J", Seke, Chitungwiza. 451154f

CANCELLATION OF MORTGAGE BONDS

NOTICE is hereby given that I intend to apply for the cancellation of Mortgage Bond 11469/90, dated 21st September, 1990, for capital sum of ZW\$12 500,00, passed by Beverley Building Society in favour of Ellah Kuture (born on 28th November, 1965), of House 1704, Chipadze Township, Bindura, whereby certain piece of land situate in the district of Bindura, measuring 300 square metres called Stand 1704 Chipadze Township, held under Deed of Grant 7154/90, dated 9th August, 1990, whereof Ellah Kuture is the present registered holder.

All persons claiming to have any right or title in or to the said bond, which is lost, are hereby required to lodge their objections or representations, in writing, with the Registrar of Deeds, at Harare, within 14 days from the date of publication of this notice.

Dated at Harare this 20th June, 2020.—Maringe and Kwaramba, applicant's legal practitioners, No. 40, Main Street, Bindura; c/o Zimbodza & Mugwagwa Legal Practitioners, First Floor, Coronet House, No. 109, Nelson Mandela Avenue, Harare. 451058f

Case H.C. 983/20

IN THE HIGH COURT OF ZIMBABWE

Held at Harare.

In the matter between Deborah Jane Davies, applicant, and Nyasha Makuvise (ID 08-283923 N 38), respondent, for an order for the liquidation of the respondent's estate and for the appointment of a provisional liquidator.

TAKE notice that, on the 20th day of May, 2020, the High Court issued an order for the provisional liquidation of the estate of Nyasha Makuvise, and Mr Ngoni Kudenga has been appointed provisional liquidator.

Any person who wishes to oppose the liquidation shall file a notice of opposition with the Registrar of the High Court at Harare on or before the 6th day of July, 2020, and shall serve a copy of the notice on the applicant's legal practitioners. This person should then appear at the hearing of this matter on the 8th day of July, 2020, to show cause why the respondent's estate should not be placed under final liquidation.

A copy of the application and of the full order granted by the court may be inspected at the office of the Registrar of the High Court at Harare and at the office of the applicant's legal practitioners.

Sawyer and Mkushi, applicant's legal practitioners,
Eleventh Floor, Social Security Centre,
corner Sam Nujoma Street/Julius Nyerere Way,
Harare.

451211f

Case H.C.4353/18

IN THE HIGH COURT OF ZIMBABWE

Held at Harare.

In the matter between Lovemore Macheke, plaintiff, and Primrose Macheke (nee Mlotshwa), defendant.

NOTICE OF SET DOWN -UNOPPOSED ROLL

TAKE notice that the above matter has been set down for hearing on the 9th day of July, 2020, at 10.00 a.m. or so soon thereafter as the matter may be heard.

Dated at Harare this 23rd day of June, 2020.—Makiya & Partners, applicant's legal practitioners, Eighth Floor, Beverley Court, No. 100, Nelson Mandela Avenue, Harare.

451062f

Case CCG.185/20

IN THE CHILDREN'S COURT

FOR THE PROVINCE OF MASHONALAND

Held at Harare.

TAKE notice that an application, in terms section 9(3) of the Guardianship of Minors Act [Chapter 5:08], for the appointment of Rachelle Natalia Antoniou (I.D. 63-2227215 T 00) as the guardian of the minor child alleged to have no natural guardian or tutor testamentary: Indiana Summer Antoniou (ID 63-2396982 Y 00) (born on 1st September, 2004) will be made to the Children's Court sitting at Harare on 31st July, 2020, at 8.00 a.m. or soon thereafter as the matter may be heard.

Further take notice that any person who has an interest in the matter is called upon to appear at the hearing of the application on the date and at the time aforesaid.—Mark Stonier, applicant's legal practitioners, 3, Falmouth Road, Alexandra Park, Harare.

451105f

IN THE CHILDREN'S COURT

FOR THE PROVINCE OF MATABELELAND

Held at Bulawayo.

WHEREAS application has been made to the Children's Court, Bulawayo, for the appointment of Isiah Moyo as guardian of Nokukhanya Thelma Moyo (born on 28th March, 2008) and Nonjabulo Lydia Moyo (born on 5th October, 2011), minor persons alleged to have no natural guardian or tutor testamentary.

Notice is hereby given that the said application will be heard by the said court at 8.00 a.m. on 15th July, 2020, at the Tredgold Building, Bulawayo.

Any person having an interest or wishing to make any representations in the matter may appear at the hearing of the application.—Isiah Moyo, applicant, 2831, New Magwegwe, Bulawayo.451061f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at W7606, Amaveni, Kwekwe, trading as Mdara Gora, for Delta Mudowaya.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Delta Mudowaya, applicant, 67, Link Drive, Masasa, Kwekwe.

451087f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Mutoko Business Centre, Mutoko, trading as B and F2 Investments, for Witness Njenge.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Witness Njenge, applicant, Stand 2521, Kotwa Growth Point, Kotwa.

451088f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Stand 1, Nsimbi Business Centre, Gwanda Rural District Council, trading as Thaphutshiye Bottle Store, for Sithandazile Dube.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Sithandazile Dube, applicant, Stand 1, Nsimbi Business Centre, Gwanda.

451089f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Wholesale Liquor Licence in respect of premises situate at Hlalani Kuhle Business Centre, trading as Dube Trading, for Nkosana Dube.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Nkosana Dube, applicant, Stand 5663, Hlalani Kuhle Business Centre, Gwanda Municipality.

451090f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Ingwizi Growth Point, Manungu Section, Plumtree, trading as Manungu Bottle Store, for Donatus Singudu Madabu.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Donatus Singudu Madabu, applicant, 2356, Nketa 8, Bulawayo.

451091f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Wholesale Liquor Licence in respect of premises situate at Colombina Business Centre, Kwekwe, trading as Mdara Gora, for Delta Mudowaya.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Delta Mudowaya, applicant, 67, Link Drive, Masasa, Kwekwe.

451092f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Stand 43, Nkankezi Business Centre, Filabusi, trading as 727 Bottle Store, for Teurai Chimanikire.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Teurai Chimanikire, applicant, ZRP Filabusi, P.O. Box 1, Filabusi.

451093f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Stand 12, Amazon Business Centre, Filabusi, trading as 727 Bottle Store, for Teurai Chimanikire.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Teurai Chimanikire, applicant, ZRP Filabusi, P.O. Box 1, Filabusi.

451094f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at 26, Shangani Business Centre, Shangani, trading as Learnmore Gwandida Bottle Store, for Learnmore Gwandida.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Learnmore Gwandida, applicant, 1337, Mahatshula North, Bulawayo.

451095f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at Chakohwa Business Centre, Chimanimani, trading as Hot Spot Bar, for Divine Gaamunorwa.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Divine Gaamunorwa, applicant, Chakohwa Business Centre, Private Bag 75A, Nyanyadzi.

451096f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Special Bottle Liquor Licence in respect of premises situate at Hlanga Business Centre, Chivi, trading as Chitos Bottle Store, for Wilfred Masarira.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Wilfred Masarira, applicant, Ngindi Village, Chivi.

451097f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor

Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Piki Township, Zimunya, Mutare, trading as Piki Bottle Store, for Rudo Mubururu.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Rudo Mubururu, applicant, Mt Dangare Primary School, Private Bag 953, Mutare.

451098f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Night Club Liquor Licence in respect of premises situate at Chirasabadza Business Centre, Buhera, trading as Pamudhara Gidza, for Gilmon Mapfumo,

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Gilmon Mapfumo, applicant, Chirasabadza Business Centre, Buhera.

451100f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Restaurant (Special) Liquor Licence in respect of premises situate at Stand 1168, 1, Zaya Park, Zvishavane, trading as Judz's Dinner, for Judith Ziweve.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Judith Ziweve, applicant, Stand 1845, Izaya Park, Zvishavane.

451151f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at Gweshe Business Centre, Chiweshe, trading as Chiswa Sports Bar, for Chiswa-Musango Family Trust Sports Bar.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Chiswa-Musango Family Trust, applicant, 70, Hillside Road, Hillside, Harare.

301940f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bar Liquor Licence in respect of premises situate at Musami Business Centre, Musami, Murehwa, trading as Mhunza Sports Bar, for David Mhunza.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—David Mhunza, applicant, 519, Godzonga Street, Old Mabvuku, Harare.

301937f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Special Bottle Liquor Licence in respect of premises situate at Stand 3621, Mapako Township, Murehwa, trading as Esornek Investments (Private) Limited, for Kenneth Chigananda.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Kenneth Chigananda, applicant, Stand 162—217th Close, Budiriro, Harare. 301938f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at 30162, Makasi Street, Masvingo, trading as Jayden Investments, for Andrew Tanyanyiwa.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Andrew Tanyanyiwa, applicant, 6542, Batsire Crescent, Masvingo. 451071f

LIQUOR ACT [CHAPTER 14:12]

Application for the Issue of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 53 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for the issue of a Bottle Liquor Licence in respect of premises situate at Shop 10, Pendennis Shopping Centre, Mount Pleasant, Harare, trading as Flora Piera Enterprises, for Flora Piera Enterprises (Private) Limited.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Flora Piera Enterprises, Shop 10, Pendennis Shopping Centre, Mount Pleasant, Harare. 451072f

LIQUOR ACT [CHAPTER 14:12]

Application for Removal of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 56 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for removal of the Wholesale Liquor Licence held by Balmain Stores, trading as N. Richards Kwekwe, from the premises situate on 5, Manchester Road, Kwekwe, to 977, Cober Road, Kwekwe.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Balmain Stores, trading as N. Richards, applicant, 977, Cober Road, Kwekwe. 451215f

LIQUOR ACT [CHAPTER 14:12]

Application for Removal of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 56 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for removal of the Bottle Liquor Licence held by Balmain Stores, trading as N. Richards Kwekwe, from the premises situate on 5, Manchester Road, Kwekwe, to 977, Cober Road, Kwekwe.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—Balmain Stores, trading as N. Richards, applicant, 977, Cober Road, Kwekwe. 451214f

LIQUOR ACT [CHAPTER 14:12]

Application for Transfer of a Part II Liquor Licence

NOTICE is hereby given that an application, in terms of section 58 of the Liquor Act [Chapter 14:12], will be made to the Liquor Licensing Board, Harare, for transfer of the Bottle Liquor Licence in respect of premises situate at Pimai Business Centre, Honde Valley, Mutasa, from Daniel Mageza, trading as Mupedzanyota Bottle Store, to John Mageza.

All persons who have any objections to the application may lodge their objections, in writing, with the Secretary of the Liquor Licensing Board, Harare, not later than the 10th July, 2020.—John Mageza, applicant, Pimai Business Centre, Honde Valley, Mutasa. 451213f

ADMINISTRATION OF ESTATE

NOTICE is hereby given that Deenisha Nadesan, by virtue of letters of executorship granted in her favour by the Master of the High Court of Durban, Republic of South Africa, in the estate of the late John Edgar Goddard to apply to the Deputy Master of the High Court of Zimbabwe, at Bulawayo, for countersignature of letters of executorship issued on the 13th of November, 2018.

All persons having any objections to the countersignature of such letters of administration or being in possession of assets or having any claims against the estate are required to provide details of such objections, assets or claims to the undersigned or the Deputy Master of the High Court of Zimbabwe, at Bulawayo, on or before 21 days from the date of publication.

Dated at Bulawayo this 2nd day of June, 2020.—E. M. Labuschagne, c/o National Executor & Trust, Second Floor, Halyet House, Bulawayo. 451068f

ADMINISTRATION OF ESTATE

In the estate of the late Charles Degaul Feshete (DRMRE.338/19), who died on the 26th day of December, 2015.

TAKE notice that an application will be made to the Master of High Court, Mutare, for the countersealing of letters of administration issued in the High Court of Swaziland in favour of Lydia Hakuzari Feshete on the 29th day of June, 2016.

All interested persons and/or creditors are therefore being called upon to lodge their claims or objections to the signing and sealing of the said letters with the Master of High Court, Mutare, within 21 days from the date of this publication.—Jeremiah Matenhese, c/o Polka Executor Services, Second Floor, Twin Towers Complex, Mutare. 451099f

CITY OF GWERU

Proposed Borrowing Powers to Purchase Vehicles Through Lease Financing

Invitation for Objections into Section 152 of the Urban Councils Act [Chapter 29:15]

At its 681st Ordinary Council Meeting, Council resolved to borrow money from commercial banks for the purchase of six vehicles to enhance its service delivery through lease financing. The borrowing powers to purchase vehicles are provided for in section 290(1)(g) of the Urban Councils Act [Chapter 29:15] as read with section 290(2) (a), (3), (4), (5), (6), (7) and (8) of the same enabling Act.

In terms of sections 290(3) of the Urban Councils Act [Chapter 29:15] the purpose of borrowing through lease financing is to purchase four utility vehicles to enhance service delivery and two condition of service vehicles for senior staff under the prevailing conditions of service.

Council intends to make an application for borrowing powers to the Minister in terms of section 290(3)(c) of the Urban Councils Act [Chapter 29:15]. In terms of section 290(3)(a)(ii) of the Urban Councils Act [Chapter 29:15] any ratepayers or voters within the boundaries or the jurisdiction of City of Gweru who wish to make objections must lodge them with the Town Clerk within twenty-one (21) working days from the date of this publication.

The details of the proposals may be inspected at the Town Clerk's office, City of Gweru, Third Floor, Civic Centre/Town House, cnr R.G. Mugabe Way and 8th Street, Gweru.

V. D. CHIKWEKWE,
Acting Town Clerk.
301941f

INLAND WATERS SHIPPING ACT [CHAPTER 13:06]

Application for the Renewal of an Ordinary Permit to Provide a Shipping Service

NOTICE is hereby given that Catalina Investments, 9, Buffalo Flats, Bulawayo, has made an application to the Inland Waters Shipping Services Board, in terms of section 37 of the Inland Waters Shipping Act [Chapter 13:06], for the renewal of an ordinary permit, valid for one year, to provide the following shipping services on Lake Kariba, Binga:

“The letting out on hire of KF1378, and three tender boats KF1377, KF1380 and KF 1379.”

Any objections to this application, made in terms of section 40 of the Inland Waters Shipping Act [Chapter 13:06], must be made in the manner prescribed in section 156 of the Inland Waters Shipping Regulations, 1971, and within 28 days after the date of publication, in this *Gazette*, of this notice.—Catalina Investments, applicant, 9, Buffalo Flats, Bulawayo. 451086f

LAND SURVEY ACT [CHAPTER 20:12]

Application for Cancellation of Portion of General Plan No. DG 3989 of Lots 1.34 of Lot 1 of Railway Farm 30: Hartley District

NOTICE is hereby given, in terms of section 47(3) of the Land Survey Act [Chapter 20:12], that the undersigned intends to apply to the Surveyor-General for cancellation of portion of General Plan No. DG3989 represented by Lot 16 of Lot 1 of Railway Farm 30 and defined by the following beacons:— 16a, 17a, 34a, 16d, 33c and 16a. The General Plan is filed at the office of the Surveyor-General, Electra House, 49, Samora Machel Avenue Central, Harare, where it can be inspected.

Any person who objects to the proposed cancellation must lodge his/her objection, in writing, giving his/her name and address and his/her grounds of objection with the Surveyor-General, at the above address, or P.O. Box CY 540, Causeway, on or before the expiry of 21 days after final publication of this notice.

Any objector may, if he/she considers it advisable, lodge a copy of the objection with the applicant at the address given below.

Mambosasa Legal Practitioners,
ZB Bank Building, L and G Enterprises (Private) Limited,
Chisipite, applicant.
Harare.451057f

GOVERNMENT GAZETTE

Conditions of Acceptance of Copy

FAILURE to comply with any of the following conditions will result in the rejection of copy, and no responsibility can be accepted if such rejection should affect any date contained in such copy or any requirement of publication on a specific date.

Persons drafting any kind of notices are strongly advised to follow the guidance offered in—

- (a) the Instructions Relating to the Drafting and Typing of Legislation (Attorney-General's Circular 1 of 1978); and
- (b) the Manual of Style for the Drafting and Preparation of copy published by Printflow (Private) Limited;

which two booklets are intended for complementary use.

In these conditions, other than where a particular kind of copy is specified, “copy” means copy for all matter contained in the *Gazette* itself and for subsidiary legislation issued as supplements to the *Gazette*.

1. (1) Other than by prior arrangements, only original typing is accepted.

(2) Carbon-copies are not normally acceptable, other than in cases where the original typing has to be legally retained, elsewhere, as, for example, in the case of a proclamation.

(3) Computer print-outs are not accepted automatically, as discussion may be necessary with regard to the extra time and costs involved.

2. (1) All copy must be clear and legible, and there must be one and a half spacing between the lines.

(2) Any corrections or alterations made by the originator, must be clearly effected in blue or black ink, using editorial marks—not proof-reader's marks:

Provided that any copy containing extensive alterations will be rejected.

3. (1) Copy must appear on one side only of each sheet of paper.

(2) Except as is provided in subsection (2) of section 8, paper must not exceed 210 millimetres in width.

(3) If copy comprises two or more sheets of paper, all sheets must be numbered consecutively, in arabic figures, preferably in the top right-hand corner.

(4) Where any matter is added after the copy has been prepared, and such additional matter results in one or more sheets being inserted between those already numbered, all sheets must be renumbered from there onwards—not, for instance 7, 7b, 8, *et cetera*.

4. Photographic copy or copy produced on a duplicating machine may be accepted if it is abundantly clear.

5. (1) Should any copy—

- (a) exceed 10 pages of double-spaced typing on size A4 paper; or
- (b) contain tabular or other matter which involves complicated setting; it will be classed as “lengthy” copy, and will be required to be submitted not less than 21 days before the date of closing for the *Gazette* in which it is to be published.

(2) Lengthy copy may be accepted at less than 21 days' notice if—

- (a) the work involved is of a straight forward and non-tabular nature; and
- (b) the total volume of work on hand for the time being permits its acceptance.

6. Notwithstanding anything to the contrary contained in these conditions, any copy—

- (a) which is of national importance, and which is originated as a matter of urgent necessity, may, by prior arrangement, be accepted late for the current week;
- (b) may, due to shortage of staff or to technical considerations, be delayed until conditions permit its processing.

7. Copy must not be submitted as part of a letter or a requisition. It must appear on a separate sheet of paper, on which there is no instruction or other extraneous matter.

8. (1) In cases where notices have to be published in tabular form, copy must be drafted exactly as it is to appear. If printed forms for any such notices are unavailable, advertisers must prepare their own forms. While it is not necessary to include the preamble, the box-headings must be there, and, where applicable, the number of the form; for example, “Insolvency Regulations—Form 3”.

(2) In the case of copy for tabular notices, the provision of subsection (2) of section 3 does not apply.

9. Copy for all advertisements, whether sent by post or delivered by hand, must be accompanied by a requisition or a letter which clearly sets out—

- (a) the name and address of the advertiser; and
- (b) the debtor's code number, if any; and
- (c) the required date or dates of publication.

10. If a typographical error occurs in the *Gazette*, it is rectified as soon as possible by a correcting notice without charge to the ministry or department concerned, subject to the following conditions—

- (a) that such error is reported to the editor within three months from the date of publication; and
- (b) that the relevant copy, upon re-examination, is proved to be abundantly clear; and
- (c) that the correction of such error is legally necessary.

(2) If a drafting error is not detected before publication, the originating ministry or department is required to draft its own correcting notice, take it to the Attorney-General for vetting and pay for such notice to be published.

- (3) For the removal of doubt—
- a typographical error is made by a typographer;
 - a typist's error is classed as a drafting error by reason of the fact that the officer responsible for drafting failed to check the typist's work.

GOVERNMENT GAZETTE

Authorized Scale of Charges, Times of Closing and Subscription
Rate as from 1st April, 2019

Charges for statutory instruments

THE charge for printing statutory instruments is USD0,07 per A5 page and USD0,14 per A4 page multiplied by 2 000 (being the number of copies printed).

Charges for advertisements including general notices

THE area of advertisement multiplied by USD0,80.

Notices which have to appear in tabular form across the full width of the page, such as lost insurance policies, deceased estates, insolvent estates, company liquidations, notices in terms of the Insolvency Act [Chapter 6:04], changes of companies' names: US\$30,00 cash per entry.

Notices of intention to alienate a business or the goodwill of a business or any goods or property forming part of a business, otherwise than in the ordinary course of business shall cost USD120,00 cash for the three consecutive publications.

Except in the case of approved accounts, remittances must accompany all copy of advertisements, failing this, copy will be returned with an assessment of charges.

Times of closing

The *Gazette* closes for the receipt of copy for all notices to be published in the normal columns, and for statutory instruments at 11 a.m. on the Monday preceeding the Friday of publication.

Copy for all notices to be set in tabular form must be received by 11 a.m. on the Friday preceeding the Friday of publication.

Any copy which is received after the respective closing-times will automatically be held over for insertion in the *Gazette* of the following week, in which case no responsibility can be accepted if the purpose of the notice is thereby nullified.

When public holidays occur, the normal closing-times are varied, and such variations are notified in the *Gazette* in advance.

All copy must be addressed to Printflow (Private) Limited, and either posted to P.O. Box CY 341, Causeway, or delivered direct to the company, in George Silundika Avenue (between Sixth Street and Epton Street), Harare. Envelopes should be marked: *Gazette* copy—urgent.

Regular advertisers and subscribers are requested to advise immediately of any change of address.

Subscription rate

The subscription rate for the *Gazette* for half year is RTG\$720,00 for soft copy and RTG\$1200,00, for hard copy cash/swipe/EcoCash transfer payable in advance, to the Chief Executive Officer, Printflow (Private) Limited, and may commence with the first issue of any month.

M. MUTETE,
Publications Officer.

GOVERNMENT GAZETTE

Submission of Copy for Government *Gazette* Statutory
Instruments and Notices

IT is hereby notified, for general information, that it is necessary to draw attention to the "Conditions for Acceptance of Copy", which appears in every issue of the *Gazette*; and particularly the need to submit lengthy copy, in the case of Statutory Instruments, at least 21 days before the date of closing for the *Gazette* in which the notice is to be published.

During the past few months or so there have been many cases where urgent copy for subsidiary legislation, which requires the signature of the President or a minister to give it effect, and which is of national importance, has been sent in for publication in the *Gazette* after closing-time. Whilst I acknowledge that it is the duty of Printflow (Private) Limited to give certain notices special

treatment, I am, however, of the view that a *Gazette* Extraordinary has tended to be a must rather than a matter of priority in respect of unwarranted delays of urgent copy.

While every effort will continue to be made to publish Extraordinaries on the required dates, copy must be submitted timeously so that it can be programmed into the printing-work-flow as soon as it is available.

H. MATINGWINA,
Gazette Editor.

Printflow (Private) Limited,
George Silundika Avenue (between Sixth Street
and Epton Street), Harare (P.O. Box CY 341, Causeway).

GOVERNMENT PUBLICATIONS ON SALE
(as available at time of ordering)

THE following publications are obtainable from the following printflow publication offices: the Printflow Publications Office, Cecil House, 95, Jason Moyo Avenue, Harare (P.O. Box CY 341, Causeway); or from the Printflow Publications Office, No. 8, Josiah Chinamano/Manchester Roads (P.O. Box 8507), Belmont, Bulawayo; or from the Printflow Publications Office, No. 2, Robert Mugabe Avenue, Mutare (Private Bag Q 7738, Mutare); or from the Printflow Publications Office, Stand No. 7150B, Bradburn Street, Masvingo (Private Bag 9293, Masvingo); MSU Batanai Complex, Senga (P.O. Box 1392), Gweru.

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 Zimbabwe law reports, 1984 (soft cover)
 Zimbabwe Rhodesia subsidiary legislation, 1979 (four parts)

NEW ACTS: REVISED EDITIONS 1996

Individual Acts—

Access to Information and Protection of Privacy Act [Chapter 10:27]
 Administration of Estates Act [Chapter 6:01]
 Administrative Court Act [Chapter 7:01]
 Animal Health Act [Chapter 19:01]
 Arbitration Act, 1996 No. 6 of 1996
 Audit and Exchequer Act [Chapter 22:03]
 Banking Act [Chapter 24:01]
 Bills of Exchange Act [Chapter 14:02]
 Broadcasting Act [Chapter 12:01]
 Broadcasting Services Act [Chapter 2:06]
 Building Societies Act [Chapter 24:02]
 Capital Gains Tax Act [Chapter 23:01]
 Censorship and Entertainments Control Act [Chapter 10:04]
 Children's Protection and Adoption Act [Chapter 5:06]
 Citizenship of Zimbabwe Act [Chapter 4:01]
 Civil Evidence Act [Chapter 8:01]
 Civil Matters (Mutual Assistance) Act [Chapter 8:02]
 Civil Protection Act [Chapter 10:06]
 Commercial Premises Act (Lease Control) [Chapter 14:04]
 Commissions of Inquiry Act [Chapter 10:07]
 Communal Land Act [Chapter 20:04]
 Companies Act [Chapter 24:03]
 Competition Act, 1996 (No. 17 of 1996)
 Constitution of Zimbabwe
 Constitution of Zimbabwe Amendment Act (No. 17 of 2005)
 Consumer Contracts Act [Chapter 8:03]
 Contractual Penalties Act [Chapter 8:04]
 Control of Goods Act [Chapter 14:05]
 Co-operative Societies Act [Chapter 24:05]
 Copper Control Act [Chapter 14:06]
 Copyright and Neighbouring Rights Act [Chapter 26:05]
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 Farmers Licensing and Levy Act [Chapter 18:10]
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 Fertilizers, Farm Feeds and Remedies Act [Chapter 18:12]
 Finance Act [Chapter 23:04]
 Firearms Act [Chapter 10:09]
 Forest Act [Chapter 19:05]
 Food and Food Standards Act [Chapter 15:04]
 Gold Trade Act [Chapter 21:03]
 Guardianship of Minors Act [Chapter 5:08]
 Harmful Liquids Act [Chapter 9:10]
 Health Professions Act [Chapter 27:19]
 High Court (formerly High Court of Zimbabwe) Act [Chapter 7:06]
 Hire-Purchase Act [Chapter 14:09]
 Housing and Building Act [Chapter 22:07]
 Immigration Act [Chapter 4:02]
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 Industrial Designs Act [Chapter 26:02]
 Inland Waters Shipping Act [Chapter 13:06]
 Inquests Act [Chapter 7:07]
 Insolvency Act [Chapter 6:04]
 Insurance Act [Chapter 24:07]
 Interpretation Act [Chapter 1:01]
 Labour Relations Act [Chapter 28:01]
 Labour Relations Amendment Act, 2002 (No. 17 of 2002)
 Labour Relations Amendment Act (No. 7 of 2005)
 Land Acquisition Act [Chapter 20:10]
 Land Survey Act [Chapter 20:12]
 Land Surveyors Act [Chapter 27:06]
 Legal Practitioners Act [Chapter 27:07]
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 Marriage Act [Chapter 5:11]
 Matrimonial Causes Act [Chapter 5:13]
 Mental Health Act, 1996 (No. 15 of 1996)
 Mines and Minerals Act [Chapter 21:05]
 Missing Persons Act [Chapter 5:14]
 Money Lending and Rates of Interest Act [Chapter 14:14]
 National Social Security Authority Act [Chapter 17:04]
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 Parks and Wildlife Act [Chapter 20:14]
 Patents Act [Chapter 26:03]
 Pension and Provident Fund Act [Chapter 24:09]
 Pneumoconiosis Act [Chapter 15:08]
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 Prescribed Rate of Interest Act [Chapter 8:10]
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 Presidential Powers (Temporary Measures) Act [Chapter 10:20]
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 Prisons Act [Chapter 7:11]
 Private Business Corporation Act [Chapter 24:11]
 Private Investigators and Security Guards (Control) Act [Chapter 27:10]
 Private Voluntary Organizations Act [Chapter 17:05]
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 Reserve Bank of Zimbabwe Act [Chapter 22:10]
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 Road Motor Transportation Act [Chapter 13:10]
 Road Traffic Act [Chapter 13:11]
 Roads Act [Chapter 13:12]
 Rural District Councils Act [Chapter 29:13]
 Securities Act [Chapter 24:25]
 Serious Offences (Confiscation of Profits) Act [Chapter 9:17]
 Shop Licences Act [Chapter 14:17]
 Small Claims Courts Act [Chapter 7:12]
 Sports and Recreation Commission Act [Chapter 25:15]
 Stamp Duties Act [Chapter 23:09]
 State Liabilities Act [Chapter 8:14]
 State Service (Disability Benefits) Act [Chapter 16:05]
 State Service (Pension) Act [Chapter 16:06]
 Stock Theft Act [Chapter 9:18]
 Stock Trespass Act [Chapter 19:14]
 Supreme Court (formerly Supreme Court of Zimbabwe) Act [Chapter 7:13]
 Tobacco Marketing and Levy Act [Chapter 18:20]
 Tourism Act [Chapter 14:20]
 Trade Marks Act [Chapter 26:04]
 Trade Measures Act [Chapter 14:23]
 Traditional Beer Act [Chapter 14:24]
 Traditional Leaders Act [Chapter 29:17]
 Traditional Medical Practitioners Act [Chapter 27:14]
 Trapping of Animals (Control) Act [Chapter 20:21]
 Urban Councils Act
 Vehicle Registration and Licensing Act [Chapter 13:14]
 Veterinary Surgeons Act [Chapter 27:15]
 War Veterans Act [Chapter 11:15]
 War Victims Compensation Act [Chapter 11:16]
 Water Act [Chapter 20:22]
 Wills Act [Chapter 6:06]
 ZINWA Act
 Zimbabwe Stock Exchange Act [Chapter 24:18]

NOTICES TO CREDITORS AND DEBTORS (pursuant to sections 43 and 66 of the Administration of Estates Act [Chapter 6:01])

ALL persons having claims against the under-mentioned estates are required to lodge them in detail with the executor or representative concerned within the stated periods, calculated from the date of publication hereof, and those indebted thereto are required to pay to the executor or representative the amounts due by them within the same period, failing which legal proceedings will be taken for the recovery thereof.

M.H.C. 7

Number of estate	Name and description of estate	Date of death	Within a period of	Name and address of executor or representative
CHD.97/2018	Cosmas Muusha	28.5.2018	30 days	Susan Muusha, Nyanyadzi Primary School, P.O Box 10, Nyanyadzi. 451155f
MT.170/2016	Elijah Murinda	26.3.91	30 days	Esnath Murinda, 96, Mazhambe, Sakubva, Mutare. 451157f
CHP.24/2020	Mavis Mwatikudza	17.4.2015	30 days	Caiphas Mandikudza, H10, Gaza, Chipinge. 451158f
1466/2015	Robson Laimon	14.9.2014	30 days	Samson Wiseman Banda, 1916—121st Close, 435985f
734/2009	Mudzingwa Dickson Bellington Chirango	19.5.2009	30 days	Budiriro, Harare. 435986f
2894/2019	Peter Farai Chingoka.....	22.8.2019	30 days	Tonderai Chirango, 32, East Court Road, Belvedere, Harare. 435987f
49/2020	Never Nyamare	26.6.2015	30 days	Shirley Chingoka, 38, Sandringham Drive, Alexandra Park, Harare. 435988f
1220/2019	Thengani Amos Moyo	15.9.99	30 days	Caroline Hodzongi, 1245, Unit 'N' Seke, Chitungwiza. 435989f
B.877/2016	Kufa Kenneth Madhove	28.7.2011	30 days	Thabelo Ndebele of Lazarus and Sarif, Silver Oaks Building, cnr Josiah Tongogara Street and 14th Avenue Bulawayo. 435990f
—	Jester Siziba.....	23.1.2019	30 days	Lilioza Madhove, No. 2413/A, Mkoba 7, Gweru. 435991f
B.1247/2016	Winston Wata Mhlanga	26.11.2016	30 days	Nkululeko Siziba, 3004, Nkulumane, Bulawayo. 435992f
B.1768/2008	Millia Sibanda	25.5.2008	30 days	Pardon Dube, c/o Sansole and Senda Legal Practitioners. 435993f
601/2019	Godwin Dzumbunu Chitima	2.4.2019	30 days	Sithokozile Sibanda, 23264, Pumula South, Bulawayo. 435994f
274/2020	Willard Seleman also known as Willard Selemani	14.9.2005	30 days	Inonge Bwalya Chitima, 6, Holmwood Road, Woodlands, Bulawayo. 435995f
532/2020	Pilanzima Mota Ndhlovu.....	23.5.2020	30 days	Betty Selemani, 67055/7, Sizinda, Bulawayo. 435996f
B.453/2020	Jeniphar Ndubiwa also known as Jennifer Ngwira	20.9.2019	30 days	Moshel Executors & Trust (Private) Limited, 503A, Fifth Floor, LAPF House, P.O. Box 3467, Bulawayo. 435997f
451/2020	Ottilia Chikwehwa	30.12.2019	30 days	Jabulani Ndubiwa, c/o Mashayamombe & Co. Attorneys, 130, S. Parirenyatwa Street, Bulawayo. 435998f
B.452/2020	Reuben Ndubiwa also known as Reuben Ndlovu	26.12.2003	30 days	Moshel Executors & Trust (Private) Limited, 503A, Fifth Floor, LAPF House, P.O. Box 3467, Bulawayo. 435999f
GW.62/2020	Emmanuel Masemwa.....	29.2.2020	30 days	Jabulani Ndubiwa, c/o Mashayamombe & Co. Attorneys, 130, S. Parirenyatwa Street, Bulawayo. 436000f
GK.04/2020	Augustine Jirivengwa.....	10.12.2019	30 days	Tabeth Zhanje, No. 17, Kite Northlea, Gweru. 451101f
51/2020	Newadi Yuda.....	11.6.2004	30 days	Alice Mhondoro, 768, Nyaradza, Gokwe. 451102f
803/2020	Alfred Tozivashe Zhou	13.9.2005	30 days	Edwell Yuda, 1282, Unit 'A', Seke, Chitungwiza. 451107f
246/2020	Pius Mikiya Washaya.....	14.1.2020	30 days	Justice Zhou, 2699, Mainway Meadows, Waterfalls, Harare. 451122f
234/2019	Georginah Mlambo	25.1.2019	30 days	B.C. Washaya, 34, Chester Road, Avondale, Harare. 451123f
356/2020	Samson Lucius Muyaya	19.10.2003	30 days	Shamiso Chikobvu, 14375, Madokero, Harare. 451124f
B.1285/2018	Fani Sibanda.....	29.7.2008	30 days	David Ramusa Lucius Muyaya, 1656, Stoneridge, Waterrfalls, Harare. 451125f
B.278/2020	John Sibanda.....	30.12.2019	30 days	Rodgers Fuzwayo, 89/7704, Mpopoma, Bulawayo. 451126f
B.430/2016	Pauline Thata	2.11.2005	30 days	Sibongile Sibanda, 7388, Nketa 9, Nkulumane, Bulawayo. 451127f
24/2020	Adam Mutandwa	11.12.2019	30 days	Vundhla-Phulu & Partners, Eastwing, Zimdef Building, Fort Street, Between 8th & 9th Avenues, Bulawayo. 451128f
B.127/2020	Nicholas Chiwombe	8.3.2016	30 days	Belinah Mutandwa, 59870/3, Iminyela, Bulawayo. 451129f
P.12/2020	Liver Mackson Nleya.....	13.11.2019	30 days	Tendayi Chiwombe, 3A, Donegal Road, Hillside, Bulawayo. 451130f
1067/2018	Lawrence Gongolo	18.2.94	30 days	Hlengiwe Ndlovu, House No. OC1-2, Dingumuzi, Plumtree. 451131f
346/2018	Maria Maziriri	28.2.2009	30 days	Snowden Gongolo, 22181, Pumula South, Bulawayo. 451132f
1770/2014	Aaron Matare	6.3.2020	30 days	Noreen Chikaka Reign Management Consultancy, Gelfand House, Speke Avenue, cnr. First Street, Harare. 451134f
MS.131/2016	Sibonile Masaire	17.10.2016	30 days	Norma Matare, 1240, Chiedza, Karoi. P.O Box 10, Nyanyadzi. 451156f
MS.62/2017	Autum Mukwakwami.....	17.2.2003	30 days	Polka Executor Services, Stand No. 46, Robertson Street, Masvingo. 451146f
MRE.105/2020	Shadreck Nyakunu	1.6.2020	30 days	Polka Executor Services, Stand No. 46, Robertson Street, Masvingo. 451147f
CHP.23/2020	Tapson Mkapi	19.8.2018	30 days	Patricia Shanu, House No. 8548, Natview, Mutare. 451148f
MRE.68/2020	Augustine Ngwadzai	6.5.96	30 days	Mtisi Sarah, Coffee Research, Chipinge. 451149f
145/2020	Thomas Nyahwo.....	10.11.2019	30 days	Ketura Prisca Chiadzwa, 750, Chikanga 1, Mutare. 451150f
1092/2018	Elina Tigere	14.5.2013	30 days	Inviolata Nyahwo, 164—4th Avenue, Parktown, Waterfalls, Harare. 451201f
496/2020	Donald Bruce Keevil.....	5.1.2020	30 days	Tendayi Zivengwa, House No. 3623, Chikamba Close, Budiriro 2, Harare. 451202f
2017/2019	Rabson Cheya	18.6.93	30 days	c/o Tim Tanser Consultancy, 16, Fleetwood Road, Alexandra Park, Harare. 451203f
832/2020	Ioan Dudleyke Jonker	6.6.2020	30 days	Langton Cheya, 6334, Western Triangle 240th Street, Highfields, Harare. 451159f
				Dr N.D. Roper, c/o Wintertonns, 11, Selous Avenue, 204740f Harare.

NOTICES OF LIQUIDATION AND DISTRIBUTION ACCOUNTS LYING FOR INSPECTION
(pursuant to section 52 of the Administration of Estates Act [Chapter 6:01])

Notice is hereby given that copies of liquidation and distribution accounts in the under-mentioned estates will be open for the inspection of all persons interested therein for a period of 21 days (or longer if stated) from the dates specified, or from the date of publication hereof, whichever may be the later. Accounts will lie for inspection at the offices specified below. Objections to an account should be lodged with the Master, Harare, or the Assistant Master, Bulawayo, as the case may be. Should no objections be lodged to the account during the period of inspection, the executor concerned will proceed to make payments in accordance therewith.

M.H.C. 28

Number of estate	Name and description of estate	Date or period	Description of account	Office of the	
2527/2017	Kennedy Madondo	21 days	First and Final Distribution Account	Master of the High Court, Harare.	451206f
118/2005	Raphael Chando	21 days	First and Final Administration and Distribution Account	Magistrates, Chitungwiza.	451207f
H.577/2006	Cephas Makarimayi	21 days	First and Final Administration and Distribution Account	Master of the High Court, Harare.	451208f
972/2013	Albert Funda Mvurayapenya	21 days	First and Final Administration and Distribution Account	Master of the High Court, Harare.	451209f
1742/2014	Washington Mutambirwa	21 days	First and Final Administration and Distribution Account	Master of the High Court, Harare.	451210f
B.1054	Robert Ndlovu (Zvipo Ndlovu spouse)	21 days	First and Final Liquidation and Distribution Account	Deputy Master of the High Court, Bulawayo.	451036f
B.182/2014	Mpande Moyo	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451037f
B.604/2018	Maltson Chidakwa	21 days	First and Final Liquidation and Distribution Account	Deputy Master of the High Court, Bulawayo.	451038f
B.405/2018	Stella Sithole	21 days	First and Final Liquidation and Distribution Account	Deputy Master of the High Court, Bulawayo.	451039f
B.604/2017	Shadreck William Ndhlovu	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451040f
—	John Matiki	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451041f
144/2020	Tayo Phiri	21 days	First and Final Liquidation Account	Deputy Master of the High Court, Bulawayo.	451042f
856/2018	Emma Chizura	21 days	First and Final Liquidation and Distribution Account	Deputy Master of the High Court, Bulawayo	451043f
1759/2019	Levison Karidodzo	21 days	First and Final Account	Master of the High Court, Harare.	451044f
45/2014	Thomas Msipa	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451045f
B.1558/2019	Mlilima Charlie Dube	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451046f
CHD.16/2019	Everjoice Kandimire	21 days	First and Final Account	Magistrates, Chiredzi.	451047f
B.394/2017	Godwin Godfrey Mutseta	21 days	First and Final Liquidation and Distribution Account	Deputy Master of the High Court, Bulawayo.	451048f
B.2/2013	Mary Moyo	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451049f
P.09/2020	Ever Ndlovu	21 days	First and Final Liquidation and Distribution Account	Magistrates, Plumtree.	451050f
B.759/2019	Ronald Kachule	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451051f
B.1607/2019	Violet Ngoni	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451052f
13/2019A	Marko Mbano	21 days	First and Final Account	Magistrates, Nkayi.	451053f
1904/2016	Mbusweni Sibanda	21 days	First and Final Account	Master of the High Court, Harare.	451054f
01/2020	Faith Takawira	21 days	First and Final Account	Magistrates, Norton.	451055f
—	Noleen Mthethwa	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451165f
MG.26/2020	Vongai Mukome	21 days	First and Final Account	Deputy Master of the High Court, Masvingo.	451142f
MT.232/2017	Enock Pahla	21 days	First and Final Account	Deputy Master of the High Court, Mutare.	451143f

M.H.C. 28 (continued)

Number of estate	Name and description of estate	Date or period	Description of account	Office of the	
MRE.177/2019	Nestor Kasimbe	21 days	First and Final Account	Deputy Master of the High Court, Mutare.	451144f
CHD.29/2020	William Puku Ziyageva	21 days	First and Final Account	Master of the High Court, Masvingo.	451145f
2192/2019	Gift Hwenye.....	21 days	First and Final Distribution Account	Master of the High Court, Harare.	451056f
325/2020	Gumisayi Nyadongo	21 days	First and Final Account	Master of the High Court, Harare.	435982f
2011/2017	Mavis Tambudzai Pazvakavambga	21 days	First and Final Liquidation and Distribution Account	Master of the High Court, Harare.	435983f
Z.02/2020	Dzidzayi Machave	21 days	First and Final Account	Magistrates, Zvishavane.	435984f
3222/2018	Frank George Gerard Mandangu	21 days	First and Final Account	Master of the High Court, Harare.	451106f
GW.47/2011	Zachariah Gwindi	21 days	First and Final Account	Magistrates, Gweru.	451108f
GW.04/2020	Samuel Musheche Kumirayi	21 days	First and Final Account	Magistrates, Gweru.	451109f
—	Vunganai Taruona	21 days	First and Final Account	Magistrates, Zvishavane.	451110f
2791/2019	Eunah Ncube	21 days	First and Final Liquidation and Distribution Account	Master of the High Court, Harare.	451112f
B.1288/2019	Charles Jabulani Magoswongwe	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451113f
B.871/2018	Office Langton Moyo.....	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451114f
B.1858/2018	Pumulani Mkandhla also known as Pumulani Mkandla .	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451115f
B.665/2008	Michael Thomas St. Ledger Hearne	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451117f
B.110/2020	Anna Elizabeth Martin	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451118f
P.08/2020	Gideon Nkiwane	21 days	First and Final Liquidation and Distribution Account	Magistrates, Plumtree.	451119f
677/2009	Njini Sizi	21 days	First and Final Account	Master of the High Court, Harare.	451120f
3409/99	Beauty Kashaya Chipunza	21 days	First and Final Account	Master of the High Court, Harare.	451121f
1690/2018	Waison Tumba	21 days	First and Final Account	Master of the High Court, Harare.	451111f
133/2019	Oswald Elliard Kuziwa Tawengwa	21 days	First and Final Liquidation and Distribution Account	Master of the High Court, Harare.	451133f
B.1273/2019	Mubuyaeta Dickson Sieta	21 days	First and Final Account	Deputy Master of the High Court, Bulawayo.	451116f

COMPANIES AND OTHER BUSINESS ENTITIES ACT [CHAPTER 24:31]

CHANGE OF COMPANIES' NAMES

NOTICE is hereby given, in terms of section 26 of the Companies and Other Business Entities Act [Chapter 24:31], that application will be made, not less than 14 days from the date of publication of this notice, to the Chief Registrar of Companies, for his or her approval to change the names of the under-mentioned companies as indicated below.

Number	Name	Change of name to	Agent	
168/96	Nissi Microfinance Bank Limited . . .	Nissi Global Limited	Sonny Phiri, 11th Avenue, Bulawayo.	451064f
1452/2013	Murphine Trading (Private) Limited . . .	Elephas Trading (Private) Limited . . .	Exhibit Business Ventures (Private) Limited, 3B Wing B, Third Floor, Ramjies Complex, cnr. 11th/ R. Mugabe Way, Bulawayo.	451085f
2363/2017	Redape Trading (Private) Limited . . .	Keepnet (Private) Limited	Ascentus Consulting (Private) Limited, No. 5, Churchill Avenue, Alexandra Park, Harare.	451161f

INSOLVENCY ACT [Chapter 6:07]

(pursuant to subsection (2) of section 50, of subsection (3) of section 51)

NOTICE is hereby given that a meeting of creditors and/or contributories will be held in the liquidation mentioned below on the dates and at the times and places for the purposes set forth.

Number	Name of company	Whether meeting of creditors and/or contributories	Day, date and hour of meeting			Place of meeting	Purpose of meeting
			Day	Date	Hour		
CR.32/2019	Manders Coatings and Inks	Creditors, members	Wed.	22.7.2020	8.30 a.m.	Master of High Court, Harare	-Proof of claims; 435989f -Consideration of liquidator's report.
CR.11/2019	Heritage Health Fund (Private) Limited (<i>in liquidation</i>)	Special meeting of creditors and members (Due to the Covid-19 pandemic only those who had not proven their claims before the Master of High Court should attend)	Wed.	15.7.2020	9.00 a.m.	Master of High Court, Harare	-Forensic update; 451137f report.
CR.48/2014	Justa Enterprises (Private) Limited (<i>in liquidation</i>)	Special meeting of creditors and members (Due to the Covid-19 pandemic only those who had not proven their claims before the Master of High Court should attend)	Wed.	15.7.2020	8.50 a.m.	Master of High Court, Harare	-Liquidator's report. 451138f
CR.51/2016	Valhala Chickens (Private) Limited (<i>in liquidation</i>)	Special meeting of creditors and members (Due to the Covid-19 pandemic only those who had not proven their claims before the Master of High Court should attend)	Wed.	15.7.2020	8.40 a.m.	Master of High Court, Harare	-Liquidator's report. 451139f
CR.29/2019	Weepleigh Enterprises (Private) Limited (<i>in liquidation</i>)	Second meeting of creditors and members (Due to the Covid-19 pandemic only those who had not proven their claims before the Master of High Court should attend)	Wed.	15.7.2020	8.30 a.m.	Master of High Court, Harare	-Further proof of claims; 451140f - Liquidator's report.

NOTICES OF TRUSTEES AND ASSIGNEES (pursuant to the Insolvency Act [Chapter 6:04])

THE liquidation accounts and plans of distribution and/or contribution in the assigned or sequestrated estates mentioned below having been confirmed on the date mentioned, notice is hereby given that a dividend is in course of payment and/or a contribution is in course of collection in the said estates, and that every creditor liable to contribute is required to pay forthwith to the trustee or assignee, at the address mentioned, the amount for which he is liable.

Insolvency Regulations—Form 8 (1952) or 13 (1974)

Number of estate	Name and description of estate	Date when account confirmed	Whether a dividend is being paid or a contribution is being collected, or both	Name of trustee or assignee	Full address of trustee or assignee
CR8/2015	Interfin Bank Limited (<i>in liquidation</i>)	19.6.20	Dividend being paid	Deposit Protection Corporation	Deposit Protection Corporation, 26, 451141f Fife Avenue/corner Blakiston Street, Harare.

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Proclamation 3 of 2020

PROCLAMATION

by

HIS EXCELLENCY THE HONOURABLE EMMERSON
DAMBUDZO MNANGAGWA, President of Zimbabwe and
Commander in Chief of the Defence Forces of Zimbabwe.

WHEREAS it is provided by section 11(8) of the Zimbabwe Council for Higher Education Act [*Chapter 25:27*] (No. 1 of 2006), that if, after receiving an application in terms of section 10(2) of the Act for the establishment of a private university, together with recommendations thereon made by the Zimbabwe Council for Higher Education and the Minister of Higher and Tertiary Education, Innovation, Science and Technology Development, the President considers that the establishment of the University will further the development of higher education in Zimbabwe, the President may grant the university a charter, in which event he shall publish a proclamation in the *Gazette*—

- (a) declaring the university to be established; and
- (b) setting forth the terms of the charter.

AND WHEREAS, in terms of section 11 of the said Act, the Minister of Higher and Tertiary Education, Innovation, Science and Technology Development has submitted to me an application for the establishment of the Arrupe Jesuit University, together with the recommendations thereon of the Zimbabwe Council for Higher Education:

NOW, THEREFORE, under and by virtue of the powers vested in the President as afore said, I do hereby—

- (a) declare the Arrupe Jesuit University be established; and
- (b) set out in the Schedule hereto the terms of the Charter which I have granted to the said University.

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Given under my hand and the Public Seal of Zimbabwe at Harare, this 1st day of June, in the year of our Lord, two thousand and twenty.

E. D. MNANGAGWA,
President.

By Command of the President.

CHARTER OF ARRUPÉ JESUIT UNIVERSITY

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PART I

PRELIMINARY

Title

1. This Charter may be cited as the Charter of Arrupe Jesuit University.

Interpretation

2. In this Charter, unless the context otherwise requires —
 - ‘Academic Appointments Committee’ means the committee appointed in terms of Statute 11;
 - ‘Academic Promotions Committee’ means the committee appointed in terms of Statute 12;

- “Academic staff means all persons employed by the University, whether full-time or part-time, permanently or on short-term contracts, as professors and lecturers of any rank or persons engage in research;
- “Act” means the Zimbabwe Council for Higher Education Act (ZIMCHE) of 2006 [*Chapter 25:27*] or any enactment that replaces that Act;
- “Bursar” means the person holding office as Bursar of the University in terms of section 22;
- “Chancellor” means the person holding the office of Chancellor in terms of section 14;
- “church” means the Roman Catholic Church;
- “Council” means the Council of the University, constituted in terms of section 10;
- “Dean” means an academic officer appointed in terms of section 25;
- “department” means a subdivision of a school;
- “Documents of the Society of Jesus” means such documents as the Constitutions of the Society of Jesus, the Complimentary Norms, various documents for guidance on governance, etc., available at the office of the University;
- “endowment fund” means the capital fund established to provide financial backing for the University;
- “Executive Committee” means the committee of the Council as established by section 12;
- “Head of Department” means a person appointed in terms of the Statute to be the head of a teaching department or head of an institute or Centre controlled by the University;
- “Librarian” means the person appointed as head of the library of the University in terms of section 23;
- “Professor” means a Professor of the University;
- “Pro Vice-Chancellor” means a person appointed as assistant to the Vice-Chancellor with respect to academics and administration in terms of section 16;

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“Registrar” means the person holding appointed to be in charge of the entire records of the University in terms of section 21;

“regulations” means rules made by the Council in terms of section 24;

“school” means a faculty of the University established in terms of section 24;

“Senate” means the academic council of the University established in terms of section 19;

“senior lecturer” means a member of the academic staff elevated according to the ranking of the University;

“statutes” means the regulations of the University set out in the Statute, as amended from time to time or replaced in terms of section 33;

“student” means a person receiving regular instruction in the University;

“Students’ Association” means the association of students described in section 27 and recognised by the Council as the Students’ Association;

“support staff” means all the persons employed by the University who are not members of the academic staff;

“support staff appointments and Promotions Committee” means the committee appointed in terms of Statute 13;

“University” means Arrupe Jesuit University, established by this Charter;

“Vice-Chancellor” means the person appointed to manage and administer the operations of the University on behalf of the Chancellor and the Board of Trustees in terms of section 15 and in accordance with the relevant Government Act.

(2) Any reference in the Charter to the holder of an office shall be construed as including a reference to a person who for the time being is acting in or exercising the functions of that office.

PART II

ESTABLISHMENT, NATURE AND OBJECTIVES OF THE UNIVERSITY

Establishment and Nature of Arrupe Jesuit University in Zimbabwe

3. (1) There is hereby established a university to be known as Arrupe Jesuit University of the Roman Catholic Church.

(2) The University shall be a body corporate capable of suing and being sued in its own name and, subject to this Charter, of performing all acts that corporate bodies may by law perform.

(3) The University is established to fulfil its mission of forming men and women of conscience, competence, compassion and commitment under the patronage of its Trustees, to whom the Council is ultimately responsible.

(4) The University shall be a Jesuit institution, professing fidelity to the Christian message and adherence to the Society of Jesus in Africa.

(5) The University shall be African in spirit and shall draw on and seek to enrich the Christian message in Zimbabwe and throughout Africa.

(6) The University shall be a non-profit making organisation—

- (a) any surplus income shall accrue to the University;
- (b) no dividend shall be paid to the founders or sponsors of the University or to the Church.

Governance

4. The University shall be so governed and organised as to ensure a sense of co- responsibility within the whole academic community, according to the status of its members, for the common good and for the realisation of the objectives of the University.

Objectives and powers of the University

5. (1) The principal objective of the University is to provide integral education open to all women and men for the benefit of Zimbabwe and other countries, particularly African countries.

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- (2) The general objectives of the University are —
- (a) to acquire, preserve, transmit and enhance knowledge for the benefit of Zimbabwean and other peoples, particularly of Africa, and to foster research and innovation; and
 - (b) to promote by excellence of instruction and example the intellectual, spiritual and moral development of its students and staff; and
 - (c) to evaluate in its research the moral, spiritual and religious dimensions of contemporary developments in the perspective of the totality of the human person; and
 - (d) to assist in the protection and advancement of human dignity and of humanity's cultural heritage through research, teaching and services offered to the local, national and international community; and
 - (e) to provide a Christian inspiration, without any discrimination, not only to individuals but to the University community as a whole; and
 - (f) to undertake a continuing reflection in the light of the “signs of the times” upon the growing treasury of human knowledge, and to contribute thereto by its own research; and
 - (g) to offer an institutional commitment to the service of the people, the human family; and
 - (h) through a dedication to the truth and a common vision of the dignity of the human person to develop within its community a spirit of freedom and charity, of mutual respect, sincere dialogue and protection of the rights of individuals; and
 - (i) to recognise its responsibility to the wider community by programmes of continuing education and by co-operation with other institutions of higher learning within the region; and
 - (j) through a programme of pastoral ministry and community service to offer to the members of its community an opportunity to integrate religious and moral principles with their academic study and non- academic activities.

(3) For the achievement of its objectives, the University shall, subject to this Charter, have the following powers —

- (a) to provide courses leading to degrees, diplomas or certificates; and
- (b) to provide for research and courses of instruction, whether on a full- time, part-time or block release basis, and to take such other steps as may appear necessary or desirable for the advancement and dissemination of knowledge; and
- (c) to hold examinations and to confer degrees, including honorary degrees, diplomas, certificates and other awards, upon persons who have followed courses of study and have satisfied such other requirements as approved by the Senate; and
- (d) to provide opportunities for staff and students and such other persons as the University may approve to engage in productive community-oriented activities in any fields in which the University may from time to time be engaged; and
- (e) to promote research, with emphasis on ethics and leadership, with particular reference to the needs and challenges of Africa; and
- (f) to encourage and to promote a healthy lifestyle in its students, both mentally and physically; and
- (g) to institute professorships, lectureships, research fellowships, staff development fellowships, and other posts and offices and to make appointments thereto; and
- (h) to institute and award fellowships, scholarships, bursaries, prizes, medals, exhibitions and other distinctions, awards and forms of assistance consistent with its objects; and
- (i) to erect, equip and maintain offices, lecture halls, libraries, and other buildings and structures and enterprises required for the promotion of its objects; and
- (j) to demand such fees from students as may from time to time be prescribed by or in terms of the Statutes; and

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- (k) to enter into such contracts and to establish such trusts and to appoint such staff as the University may require; and
- (l) to establish pensions, superannuation or provident or other credit fund schemes for the benefit of its staff or any section thereof and to enter into arrangements with any organisation or person for the operation of such schemes; and
- (m) to acquire any property, moveable or immovable, and to take, accept and hold any property which may become vested in it by way of purchase, exchange, grant, donation, lease, testamentary disposition or otherwise; and
- (n) to sell, mortgage, let on hire, exchange, donate or otherwise dispose of any property held by it; and
- (o) to invest in land or securities such funds as may be vested in it for the purpose of endowment, whether for general or specific purposes, or such other funds as may not be immediately required for current expenditure; and
- (p) to borrow money for any purpose which the Council determines is appropriate and in accordance with the relevant documents of the Society of Jesus; and
- (q) to lend money in the form of short-term loans to its staff on terms and conditions approved by the Council; and
- (r) to do anything that is incidental or conducive to the proper exercise of its functions and the achievement of its objectives.

Membership of the University

6. The University shall consist of—

- (i) the Chancellor; and
- (ii) the Board of Trustees; and
- (iii) the Council; and
- (iv) the Vice-Chancellors; and
- (v) the Pro Vice-Chancellor; and

- (vi) the Bursar, the librarian, the Registrar and the Superior of the Jesuit Community at the University; and
- (vii) the Senate; and
- (viii) the faculty boards; and
- (ix) the Deans; and
- (x) the departments; and
- (xi) the chairs of departments; and
- (xii) the members of the academic staff, the administrative staff and the support staff; and
- (xiii) the students; and
- (xiv) such other persons as the Council may declare to be members of the University.

PART III

BOARD OF TRUSTEES

Constitution of Board of Trustees

7. Subject to the documents of the Society of Jesus on governance of Jesuit institutions, the existence and going concern of the University shall be vested in the Arrupe Jesuit University Board of Trustees, consisting of—

- (a) the President of the Jesuit Major Superiors of Africa and Madagascar (JESAM), who shall be the chairperson of the Board of Trustees; and
- (b) all Jesuit Major Superiors of Africa and Madagascar.

Meetings of Board of Trustees

8. (1) Meetings of the Board of Trustees shall be convened by the chairperson of the Board.

(2) The holding of such meetings shall follow the procedures as contained in the documents of the Society of Jesus.

(3) The Board of Trustees shall meet at least once a year.

(4) At every meeting of the Board of Trustees —

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- (a) the Vice-Chancellor and the Pro Vice-Chancellors shall attend the Board of Trustees meeting to give reports on the management and operations of the University;
- (b) the Council chairperson and chairpersons of Council Committees shall attend the Board of Trustee meetings to give reports on Council oversight role over the University.

Functions and powers of Board of Trustees

9. The Board of Trustees shall have all the powers needed for the exercise of its responsibilities, as well as any other powers that are conferred on the Board by the documents of the Society of Jesus.

PART IV

UNIVERSITY COUNCIL

Establishment and membership of Council

10. (1) Subject to this Charter and any direction as to policy given by the Chancellor, the Board of Trustees and executive authority of the University shall establish a Council, which shall consist of—

- (a) the local Jesuit provincial superior, who shall be chairperson of Council; and
- (b) the local Jesuit province treasurer; and
- (c) the Rector of the Jesuit community at Arrupe Jesuit University as *ex officio*; and
- (d) experts in key areas relevant to the running of the University.

(2) The members of Council shall be appointed by the Board of Trustees for a term of five years, and on the expiry of their terms of office shall be eligible for re-appointment for one further term.

Functions and powers of Council

11. It shall be the duty of the Council, subject to the provisions of this Charter and the Statutes —

- (a) to provide corporate and entrepreneurial leadership to the University, based on ethics, professionalism, compliance

with applicable laws and policies, good morality, strategic vision, risk management, and sustainability of the University;

- (b) to provide oversight over policy formulation and compliance, strategic planning, accounting or financial and audit management, business development, quality control both in administration and educational programmes, and risk management;
- (c) to recommend to the Board of Trustees the appointment or removal of the Vice-Chancellor;
- (d) to approve the appointment of the Pro Vice-Chancellors by the Vice-Chancellor;
- (e) on the recommendation of Senate, to institute professorial chairs, readerships and other academic offices and to establish or hold in abeyance any such offices;
- (f) on the recommendation of Senate, to approve the conferral of degrees, including honorary degrees, and diplomas, certificates and any other awards and distinctions of the University;
- (g) to take into consideration, and if the Council deems it proper to do so, to give effect to reports from Senate of those matters upon which the Senate is authorised or required by this Charter or the Statutes to make reports;
- (h) to approve annual budgets and statements of income and expenditure of the University;
- (i) to appoint external auditors, and to receive and approve the auditors' report.

Committees of Council

12. There shall be committees of Council that shall handle matters in consultation with the Vice-Chancellor and his or her executive team. The committees shall include but not be limited to: Finance, Business Development and Marketing, Administration and Human Resources, Audit and Compliance, Academic Development, etc.

Other committees of Council

13. (1) Council may establish *ad hoc* committees to perform specific functions.

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(2) Council may invite persons who are not members of Council to advise the committees.

PART V

CHIEF OFFICERS OF UNIVERSITY

Chancellor

14. (1) The President of the Jesuit Major Superiors of Africa and Madagascar shall be the Chancellor of the University.

(2) The Chancellor shall be responsible for promoting the progress of the University, advancing research, development and integral education at the University.

(3) The Chancellor shall have the right—

- (a) to attend any assembly or meeting held by or under the authority of the University; and
- (b) on the recommendation of Senate and the appropriate faculty board, to institute professorships and other academic offices, and to abolish or hold in abeyance any such offices; and
- (c) on the recommendation of Senate and Council, to confer degrees, including honorary degrees, and diplomas, certificates and any other awards and distinctions of the University, and to withdraw or restore such awards.

Vice-Chancellor

15. (1) There shall be a Vice-Chancellor of the University, appointed by the Board of Trustees, who shall hold office at the pleasure of the Board of Trustees.

(2) The Vice-Chancellor shall be the chief executive officer of the University and, subject to the general control of the Council, shall be responsible for—

- (a) supervising all members of staff; and
- (b) the discipline of all members of staff and students; and
- (c) presenting recommendations from Senate for the conferment, withdrawal, or restoration of degrees,

including honorary degrees, and diplomas, certificates and any other awards and distinctions of the University to Council; and

- (d) presenting plans, reports, and recommendations from the executive team and Senate to Council; and
 - (e) on the recommendation of the Academic Appointments and Academic Promotions Committees, to appoint and promote the academic staff; and
 - (f) on the recommendation of the Support Staff Appointments and Promotions Committee, to appoint and promote the support staff; and
 - (g) exercising any other function conferred or imposed on him by this Charter or the Statutes.
- (3) The Vice-Chancellor shall be an executive member of Council.

Pro Vice-Chancellors

16. (1) There shall be —

- (a) a Pro Vice-Chancellor for Academic Affairs; and
- (b) a Pro Vice-Chancellor for Administration; and
- (c) such other Pro Vice-Chancellors as the Council may consider necessary, who shall be appointed by the Vice-Chancellor, with the approval of Council.

(2) A Pro Vice-Chancellor shall assist the Vice-Chancellor in the execution of his or her duties and responsibilities as specified in this Charter and or in the Statutes.

(3) The Vice-Chancellor may delegate to a Pro Vice-Chancellor, subject to conditions, any of his or her functions in terms of this Charter and may at any time amend or withdraw such delegation.

Pro Vice-Chancellor for Academic Affairs

17. Subject to the direction of Council given through the Vice-Chancellor, the Pro Vice-Chancellor for Academic Affairs shall be responsible for the ordinary academic administration of the University.

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Pro Vice-Chancellor for Administration

18. Subject to the direction of Council given through the Vice-Chancellor, the Pro Vice-Chancellor for Administration shall be the administrative officer of the University, and shall be responsible for the ordinary administration of the University.

PART VI

THE SENATE

Constitution of Senate

19. There shall be a Senate of the University, constituted by the following members —

- (a) the Vice-Chancellor; and
- (b) the Pro Vice-Chancellors; and
- (c) the Registrar; and
- (d) the Deans, heads of departments, and directors of centres; and
- (e) the Librarian; and
- (f) the Bursar; and
- (g) professors; and
- (h) one member of the permanent academic staff from each School elected annually by such staff; and
- (i) two student representatives elected annually by the Students' Association.

Functions of Senate

20. The functions of the Senate shall be—

- (a) to consider and deliberate on academic matters of the University; and
- (b) to satisfy itself regarding the content and academic standard of any course of study in respect of any degree, including honorary degrees, and diploma, certificate or any other award which is to be granted by the University; and

- (c) to approve general academic regulations and regulations made by schools; and
- (d) to adopt and alter the academic calendar of the University and to determine the semesters in which courses are offered; and
- (e) to recommend to Council changes in the University's academic programme; and
- (f) to determine the content and description of courses offered by the University, in accordance with the goals of the University's academic programme; and
- (g) to exercise any other function conferred or imposed on it by this Charter.

PART VII

STAFF OF THE UNIVERSITY

Registrar

21. (1) There shall be a Registrar of the University who shall be appointed by the Vice-Chancellor, with the approval of Council, in accordance with the Statutes.

(2) The Registrar shall be the administrative officer responsible for the academic record-keeping process.

(3) The Registrar shall exercise any other functions that may be conferred or imposed on him or her by or in terms of this Charter or the Statutes.

Bursar

22. (1) There shall be a Bursar of the University who shall be appointed by the Vice Chancellor, with the approval of Council, in accordance with the Statutes.

(2) The Bursar shall be the financial officer of the University, responsible for—

- (a) safeguarding the funds of the University; and
- (b) advising on investments and expenditures of the University; and

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- (c) overseeing the activities of fund-raising for the University; and
- (d) exercising any other function that may be conferred or imposed on him or her by this Charter or the Statutes.

Librarian

23.(1) There shall be a Librarian of the University who shall be appointed by the Vice-Chancellor in accordance with the Statutes.

(2) The Librarian shall be responsible for the administration and safeguarding of the libraries of the University and for exercising any other function that may be conferred or imposed on him or her by this Charter or the Statutes.

PART VIII

SCHOOLS, DEPARTMENTS, INSTITUTES AND CENTRES

Establishment of schools, departments, institutes and centres

24. The University shall have such schools, departments, institutes and centres as Council may establish from time to time.

Deans

25.(1) Each school shall have a Dean who shall be appointed by the Pro Vice-Chancellor for Academic Affairs on the recommendation of the Academic Appointments and or Promotions Committees.

(2) The Dean shall be head of the school and shall provide leadership and direction to members of the school in carrying out its functions.

Faculty boards

26. (1) There shall be a faculty board for each school of the University, which shall be constituted by the following members —

- (a) the respective School Dean, who shall be the chairperson; and
- (b) the respective Deputy Dean for Academic Affairs; and
- (c) the chairpersons of departments and programme directors; and

- (d) an elected representative from each department, centre, or institute.
- (2) A faculty board shall be responsible to the Senate—
 - (a) for making academic regulations of the school, regarding—
 - (i) the eligibility of persons for admission to courses for any degree, diploma, certificate or any other award of the University; and
 - (ii) the obtaining of any degree, diploma, certificate or any other award of the University; and
 - (iii) the standard of proficiency to be attained in each examination for such a degree, diploma, certificate or any other award of the University; and
 - (b) proposing persons for appointment as full-time members of the academic staff by Senate; and
 - (c) recommending external examiners to be appointed by Senate; and
 - (d) ratifying student marks for courses each semester; and
 - (e) deciding on the advancement of students from one semester to the next; and
 - (f) determining which students or other persons have qualified for any degree, diploma, certificate or any other award of the University; and
 - (g) overseeing, approving and promoting research projects, and making recommendations to Senate on the allocation of available funding to such projects; and
 - (h) recommending to Senate the establishment of departments, schools and other academic structures which the faculty board considers necessary for the development of the University; and
 - (i) serving as a curriculum and programme committee to discuss issues relating to academic requirements, and recommending changes to Senate; and
 - (j) exercising any other function that may be assigned to it by Council, Senate, this Charter, or the Statutes.

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PART IX

THE CONVOCATION

The Convocation of the University

27. (1) The Convocation of the University shall consist of all persons whose names appear on the Convocation roll maintained by the Registrar.

(2) Meetings of the Convocation shall only be held if summoned by the Council and shall be held at such times and places as the Council shall direct.

(3) The Vice-Chancellor or such other person as he or she may appoint shall be chairperson of meetings of the Convocation.

(4) The Vice-Chancellor, Pro Vice-Chancellors, professors, lecturers, chairpersons of departments, the Registrar, the Librarian and the Bursar shall be *ex officio* members of the Convocation.

(5) All graduates of Arrupe College, or of the University, who graduated after 31 July 1994, and signify in writing addressed to the Registrar that they desire to be members of the Convocation shall be entitled to have their names entered on the Convocation roll.

(6) The Convocation may deal with any matter relating to the University which may be referred to it by the Council.

(7) The Chancellor shall preside over the Convocation.

PART X

STUDENTS' ASSOCIATION

Constitution and functions of Students' Association

28. (1) There shall be a Students' Association whose Constitution shall be approved by Senate.

(2) The functions of the Students' Association shall be—

- (i) to promote students' academic and extracurricular activities; and
- (ii) to represent the interests of students at the University; and

- (iii) in accordance with this Charter and the Statutes, through its representatives, to play a role in the management of the University.

PART XI

DISCIPLINE

Staff Disciplinary Committee

29. (1) There shall be a Staff Code of Conduct, and a Staff Disciplinary Committee which shall be constituted by the following members —

- (a) a chairperson and convenor, who shall be —
 - (i) the Pro Vice-Chancellor for Academic Affairs, in the case of a charge of misconduct against a member of the academic staff; and
 - (ii) the Pro Vice-Chancellor for Administration, in the case of a charge against a member of the support staff; and
 - (iii) a legal person who shall be either an employee of the University or hired by the University; and
 - (iv) two members of the academic or support staff, who shall not be junior to the person charged, nominated ad hoc by the Vice-Chancellor.

(2) The function of the Staff Disciplinary Committee shall be to investigate and conduct a disciplinary hearing on any breach of a Statute or regulation or other misconduct on the part of any member of the University staff and, subject to this section, to recommend to the Vice-Chancellor the judgment to be imposed on the member.

(3) All decisions by the Staff Disciplinary Committee shall be arrived at by a simple majority and, in the event of equality of votes, the chairperson shall have a casting vote in addition to a deliberative vote.

(4) In any investigation, the Staff Disciplinary Committee shall observe the relevant rules of the Code of Conduct.

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(5) Subject to this section, the procedure to be adopted and followed by the Staff Disciplinary Committee shall be as specified in the Statutes.

Student Disciplinary Committee

30.(1) There shall be a Student Code of Conduct, and a Student Disciplinary Committee which shall be constituted by the following members —

- (a) the Dean of Students, who shall be the convenor and chairperson; and
- (b) two senior members of the academic staff appointed by the Pro Vice- Chancellor for Academic Affairs; and
- (c) two students nominated by the Students' Association.

(2) The function of the Student Disciplinary Committee shall be to investigate and conduct a disciplinary hearing for any breach of the Student Code of Conduct or regulation or other misconduct on the part of a student and, subject to this section, to recommend to the Pro Vice-Chancellor for Academic Affairs the judgment to be imposed on the student.

(3) All decisions by the Student Disciplinary Committee shall be arrived at by a simple majority and, in the event of equality of votes, the chairperson shall have a casting vote in addition to a deliberative vote.

(4) In any investigation, the Student Disciplinary Committee shall observe the regulations of the Student Code of Conduct.

PART XII

GENERAL

Students and staff: prohibition against discrimination

31. There shall be no discrimination on the appointment of staff or on the admission of students on the basis of but not limited to religious beliefs, political affiliation, race, ethnicity, nationality, gender, or disability of any form.

Financial viability

32. The financial viability of the University is guaranteed by the Society of Jesus through the Board of Trustees.

Statutes, regulations and policies

33.(1) Subject to this Charter, the University shall be administered in accordance with its Statutes, regulations and policies.

(2) Upon the recommendation of Council and by a two-thirds majority of its members present at a meeting, the Board of Trustees may amend, repeal or replace the Statutes set out in the Statute.

(3) Whenever the Statutes have been amended, the Board of Trustees shall ensure that—

- (a) all members of the University; and
- (b) the Zimbabwe Council for Higher Education (ZIMCHE); and
- (c) other institutions to which the University is importantly related; and
- (d) the Society of Jesus; are informed of the amendment without delay.

Validity of decisions and acts

34. A decision or an act of the Board of Trustees, Council, Senate, or any other board or committee established by this Charter shall be valid if the duly qualified members who took the decision or authorised the act constituted a quorum of the membership of Council, Senate, board or committee, as the case may be.

Amendment of Charter

35.(1) Before passing a resolution in terms of this subsection the Charter should be amended, the Council shall—

- (a) take all reasonable steps to consult the academic staff, the administrative staff, the support staff and the student body; and
- (b) obtain the ultimate approval of the Board of Trustees to the proposed amendment.

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(2) Where the Council, with the consent of the Board of Trustees, has resolved that this Charter should be amended, the Council shall submit an application for approval of the amendment to the Zimbabwe Council for Higher Education (ZIMCHE) in terms of section 13 of the Act.

(3) Upon the amendment of this Charter in terms of section 13 of the Act, the Council shall take all necessary measures to publish the terms of the amendment known within the University.

Revocation of Charter

36. In the event that this Charter is revoked pursuant to section 14 of the Act, the Board of Trustees, advised as may be appropriate by the Council, shall determine the disposition of the assets of the University in accordance with the norms of the Society of Jesus.

Transitional provisions and savings

37. (1) In this section “former College” means the College which, immediately before the date of commencement of this Charter, occupied the premises of the University established by this Charter.

(2) The University shall be regarded for all purposes as the successor of the former College, and all the rights and obligations of the former College shall be vested in the University.

(3) Anything that was made, done or commenced by or on behalf of the former College and which, on the date of commencement of this Charter, had or was capable of having legal effect shall, on and after that date, have or be capable of having, as the case may be, the same effect as if it had been made, done or commenced by the University.

(4) Without derogation from subsection 37(3) —

- (a) all persons who, immediately before the date of commencement of this Charter, were office-bearers of the former College shall continue to hold the equivalent office in the University for the remainder of their terms of office;
- (b) all persons who were members of staff of the former College immediately before the date of commencement

of this Charter shall be deemed to have been employed, on the same terms and conditions, by the University;

- (c) all persons who were students at the former College immediately before the date of commencement of this Charter shall be entitled to continue as registered students of the associated or affiliated universities;
- (d) all persons who, immediately before the date of commencement of this Charter, were members of any council, board or committee of the former College shall continue to be members of the equivalent council, board or committee of the University for the remainder of their terms of office.

(2) The endowment fund of the former College shall continue in existence as the endowment fund of the University.

SCHEDULE

STATUTES OF ARRUPE JESUIT UNIVERSITY

ARRANGEMENT OF STATUTES

Statute

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2. Appointment of Pro Vice-Chancellors.
3. Length of appointment of members of Council.
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Statute

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1. Appointment of Vice-Chancellor

- 1.1. For the purpose of considering appointment to the office of Vice-Chancellor, the Board of Trustees shall appoint a Vice-Chancellor at the recommendation of Council.
- 1.2. The Vice-Chancellor shall hold office for six years from the date of his or her appointment and, subject to sub-statute 1.1 shall be eligible for re- appointment.
- 1.3. The Board of Trustees shall give due consideration of the appointment to a Jesuit who meets all the requirements.

2. Appointment of Pro Vice-Chancellors

- 2.1. For the purpose of considering appointments to the office of Pro Vice-Chancellors, there shall be a joint committee of the Appointments and Promotions Committees to recommend suitable candidates to the Vice- Chancellor.
- 2.2. The joint committee constituted by this Statute shall consider each applicant for appointment to a vacancy in the office of Pro Vice- Chancellor and shall make its recommendations to the Vice-Chancellor, who shall make the appointment concerned with the approval of Council.
- 2.3. A Pro Vice-Chancellor shall hold office for six years from the date of his or her appointment and, subject to sub-statute 2.2, shall be eligible for re-appointment for a further such period.

3. Length of appointment of members of Council

- 3.1. Members of Council, other than ex officio members, shall hold office for five years and shall be eligible for re-appointment for a further such period.

- 3.2. Any member of Council, other than an ex officio member, may resign his or her membership at any time by notice in writing addressed to the Chairperson of the Board of Trustees.

4. Casual vacancies in Council

Any casual vacancy occurring among the elected members of Council shall be filled as soon as possible by the body which elected the member whose place has become vacant, and the person so elected shall hold office for the remainder of the period for which the member whose place he or she fills was elected.

5. Meetings and quorum of Council

- 5.1. Council shall meet once every quarter.
- 5.2. The quorum of the Council shall be one-half of the members holding office at the time of the meeting.

6. Resolutions by circulation among members of Council

- 6.1. In the event where Council cannot meet to discuss an emergent matter other than for the purpose of making a regulation or recommending the amendment of the Statutes, it shall make resolutions or decisions through a round robin.
- 6.2. Such a resolution shall take effect upon the agreement of at least two-thirds of the members, and the signature of the chairperson.
- 6.3. Once signed by the chairperson in accordance with sub-statute 6.2, it has the same effect as a resolution passed at a meeting of Council.

7. Chairperson and Vice Chairperson of Council

- 7.1. The Board of Trustees shall appoint the local Jesuit Provincial Superior as Chairperson of Council.
- 7.2. Council shall elect from among its members a Vice Chairperson who shall be eligible for re-election not more than twice. The Vice Chairperson shall hold office for a period of one year.
- 7.3. The Chairperson of Council shall preside over meetings of Council. In the absence of the Chairperson, the Vice Chairperson shall preside over the meeting.
- 7.4. If both the Chairperson and the Vice Chairperson are absent from a meeting of Council the members present shall appoint from among themselves a chairperson for the purpose of that meeting.

8. Meetings and quorum of Senate

- 8.1. Senate shall meet once each semester.

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- 8.2. There shall be a Special Senate, chaired by the Pro Vice-Chancellor for Academic Affairs, to consider mid-semester and end of semester marks. The Special Senate shall exclude students from its membership.
- 8.3. The Vice-Chancellor may at any time convene an extraordinary meeting of Senate, and shall do so on a petition from at least one-third of the members of Senate.
- 8.4. The Vice-Chancellor or, in his absence, the Pro Vice-Chancellor for Academic Affairs shall be chairperson of Senate and shall preside over meetings of Senate.
- 8.5. The quorum of Senate shall be one-half of the members holding office at the time of the meeting.

9. Student representatives on Senate

Student representatives on Senate shall serve terms of one year, and may be re-elected to Senate for only one other term during their years at the University.

10. The Convocation

There shall be no quorum for the Convocation, the proceedings of which shall be regulated by the chairperson subject to any general or special directions of Council.

11. Academic Appointments Committee

- 11.1. There shall be an Academic Appointments Committee for the purpose of appointing members of the academic staff of the University and determining all matters relating to their grades and points of entry upon salary scales.
- 11.2. The Academic Appointments Committee shall be constituted by the following members:
 - 11.2.1. the Pro Vice-Chancellor for Academic Affairs or his nominee, as chairperson; and
 - 11.2.2. the Dean of the school to which the appointment will be made; and
 - 11.2.3. the head of the department in which the appointment will be made; and
 - 11.2.4. one other member, appointed by the Senate.

12. Academic Promotions Committee

- 12.1. There shall be an Academic Promotions Committee for the purpose of recommending members of the academic staff of the University to the Vice-Chancellor for promotions.

- 12.2. The Academic Promotions Committee shall be constituted by the following members:
 - 12.2.1. the Pro Vice-Chancellor for Academic Affairs or his nominee, as chairperson; and
 - 12.2.2. the Dean of the school in which the promotion will be made; and
 - 12.2.3. a professor elected by the faculty board concerned; and
 - 12.2.4. the head of the department in which the promotion will be made; and
 - 12.2.5. one other member of the academic staff of the department in which the promotion will be made, appointed by the Vice-Chancellor.
- 12.3. The professor referred to in sub-statute 12.2.4 shall be elected for a period of three years and may be re-elected to the Academic Promotions Committee for a further such period.
- 12.4. The member referred to in sub-statute 12.2.5 shall be appointed for a period of three years and may be re-appointed to the Academic Promotions Committee for a further such period.

13. Support Staff Appointments and Promotions Committee

- 13.1. There shall be a Support Staff Appointments and Promotions Committee for the purpose of recommending the appointment and promotion of members of the support staff of the University and determining all matters relating to their grades and points of entry upon salary scales.
- 13.2. The Support Staff Appointments and Promotions Committee shall be constituted by the following members:
 - 13.2.1. the Pro Vice-Chancellor for Administration or his nominee, as chairperson; and
 - 13.2.2. the Bursar; and
 - 13.2.3. the Registrar; and
 - 13.2.4. the Librarian; and
 - 13.2.5. the head of the department in which the promotion is to be made; and
 - 13.2.6. one other member of the support staff elected to the Committee by members of the department concerned.
- 13.3. The election of the member of the Support Staff Appointments and Promotions Committee referred to in sub-statute 13.2.6 shall be conducted in the manner prescribed in regulations.

14. Terms and conditions of members of staff

The terms and conditions of service for each member of staff of the University, including the Vice-Chancellor and Pro Vice-Chancellors, shall be determined by Council.

15. Deans

- 15.1. A dean shall hold office for three years and, on the expiry of his or her term of office, shall be eligible for re-appointment for a further such period.
- 15.2. A dean shall be responsible to the Pro Vice-Chancellor for Academic Affairs:
 - 15.2.1. the character and quality of his or her school's academic-programmes and teaching; and
 - 15.2.2. the proper direction, control and management of the staff, property, equipment and finances of her school; and
 - 15.2.3. contributing to the evolution and maintenance of an environment conducive to learning at the University.
- 15.3. Without limiting sub-statute 15.3, a dean's functions include:
 - 15.3.1. the planning and controlling of the budget of his or her school; and
 - 15.3.2. implementing the policies and objectives of the University and his or her school; and
 - 15.3.3. developing and maintaining relations with alumni of his or her school and with other organisations and persons, with a view to enriching the academic programmes offered by his or her school; and
 - 15.3.4. co-operating with other schools, agencies and entities to further the programmes and projects of his or her school; and
 - 15.3.5. exercising any other functions that may be prescribed by regulations.
- 15.4. The performance of every dean shall be evaluated annually by a committee appointed by the Pro Vice-Chancellor for Academic Affairs and consisting of senior academic staff and support staff.
- 15.5. A dean may resign his or her office as such by giving the Pro Vice-Chancellor for Academic Affairs three months' written notice.
- 15.6. The Pro Vice-Chancellor for Academic Affairs reserves the right to suspend or terminate the appointment of a dean in accordance with the Code of Conduct.

- 15.7. A dean whose appointment has been suspended or terminated in terms of sub-statute 15.6 may appeal to the Vice-Chancellor within fourteen days of being notified of the suspension or termination.
- 15.8. There shall be a Dean of Students' Affairs, appointed by the Pro Vice-Chancellor for Academic Affairs in line with Statutes. The Dean of Students' Affairs shall report to the Pro Vice-Chancellor for Academic Affairs. He or she shall be responsible for but not limited to the following services:
 - 15.8.1. The provision of such services as spiritual or religious, counselling, student financial assistance, catering services, accommodation, international students' services, sports and recreation, student health, co-curricular student development and club programmes.
 - 15.8.2. The guidance of Students' Association works.

16. Faculty boards

- 16.1. In addition to the functions set out in section 26 of the Charter, a faculty board shall have the following functions:
 - 16.1.1. to regulate, subject to the approval of Senate, the teaching and study of the subjects assigned to the school;
 - 16.1.2. to report to Senate on any matter specifically relating to the work of the school;
 - 16.1.3. to deal with any matter referred or delegated to it by Senate;
 - 16.1.4. to appoint ad hoc committees, which may include a minority of persons who are not members of the faculty board, to act on behalf of the board.
- 16.2. The faculty board shall meet at least twice a semester to deal with matters relating to the school.

17. Teaching departments

- 17.1. The teaching departments and their allocation to schools shall be prescribed by regulations made in terms of statute 23, on budgeting.
- 17.2. The chairperson of a department shall be appointed by the dean of the school, at the recommendation of the Appointments and/or Promotions Committees, from among the full-time members of the academic staff of the department.
- 17.3. A chairperson of a department shall hold office for a period of three years, or such other period as may be determined by regulation, and shall be eligible for re-appointment for a further such period.
- 17.4. A department may be allocated to two or more schools.

18. Institutes and centres

Council, at the recommendation of Senate, may establish institutes or centres of learning within or outside the University.

19. Appointment of Registrar, Bursar and Librarian

- 19.1. For the purpose of considering appointments to the offices of Registrar, Bursar and Librarian, there shall be a joint committee of the appointments and promotions committees.
- 19.2. The joint committees constituted by this Statute shall consider each applicant to a vacancy in the office of Registrar, Bursar or Librarian and shall make recommendations thereon to the Vice-Chancellor.

20. General procedure

- 20.1. Except as otherwise specifically provided by the Charter or these Statutes, in the absence of the chairperson or deputy chairperson at a meeting of a board or committee, the chairperson shall appoint an acting chairperson to preside over that meeting.
- 20.2. Except as otherwise specifically provided by the Charter or these Statutes, the quorum at any meeting of a board or committee shall be as fixed by the person or authority that appointed the board or committee or, if no quorum is so fixed, shall be constituted by one- half of the members of the board or committee.
- 20.3. Except as otherwise specifically provided by the Charter or these Statutes, each board or committee shall determine and may make regulations for the time, place and procedure of its meetings.
- 20.4. The minutes of a meeting of a board or committee shall be laid on the table at the next following meeting of the body that appointed it.
- 20.5. At a meeting of board or committee, in the event of an equality of votes on any matter, the person presiding shall have a casting vote in addition to his or her deliberative vote.
- 20.6. Sub-Statutes 20.3, 20.4 and 20.5 shall apply, with any necessary changes, to Council and to Senate, except that minutes of Council shall be sent to the Board of Trustees and a report of each meeting of Senate shall be laid on the table of the next meeting of Council.

21. Academic programme

The academic programme of the University shall be determined by Council and set out in a document which shall be given to every student and member of the academic staff, who are all expected to observe its directives.

22. Financial procedures

- 22.1. Council shall fix the financial year of the University.
- 22.2. The Vice-Chancellor shall submit to Council, before the beginning of each financial year, draft estimates of income and expenditure, and those estimates, amended as Council things fit, shall be approved by Council before the beginning of the financial year.
- 22.3. In each financial year, on a date specified by Council, the Vice-Chancellor shall submit to Council an updated rolling business plan covering such number of years as Council may direct.
- 22.4. Council may revise the estimates during the course of the financial year and give directions for the manner in which amendments of expenditure estimates may be made, which direction may make provision for delegating the powers of revision so long as such delegation does not extend to altering the total estimated expenditure.
- 22.5. As soon as practicable after the end of every financial year, the Bursar submits to the University's external auditors the financial statements of the University, with supporting Statutes.
- 22.6. The Bursar shall submit to Council the audited financial statements, with any comments thereon made by the auditors.

23. Auditors

- 23.1. Subject to sub-Statutes 23.2 and 23.3 below, Council shall, before the beginning of each financial year, appoint as auditors' persons who are registered as public auditors in terms of the Public Accountants and Auditors Act [*Chapter 27:12*].
- 23.2. No person shall be appointed as an auditor in terms of sub-statute 23.1 if he or she, or any of his or her partners or employees, holds any other office in the University.
- 23.3. If no appointment of new auditors is made before the beginning of any financial year, the auditors in office shall continue in office.
- 23.4. An auditor appointed in terms of sub-Statute 23.1 shall be entitled at all reasonable times to require any officer, employee or agent of the University:
 - 23.4.1. to produce all accounts and other records relating to the financial affairs of the University as may be in the custody of the officer, employee or agent; and
 - 23.4.2. to provide such information or explanation as, in the opinion of the auditor, is necessary for the purposes of the audit.

24. University seal

- 24.1. There shall be a seal of the University, of such design as may be approved by Council.

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- 24.2. The seal of the University shall be kept in the custody of the Registrar and, subject to the directions of Council, shall be fixed to:
 - 24.2.1. certificates, degrees, and diplomas conferred by the University; and
 - 24.2.2. any document attested by the signature of the Vice-Chancellor and the Registrar.

25. Regulations

- 25.1. Subject to the Charter, the Council may make regulations providing for any matter referred to in section 33 of the Charter.
- 25.2. The Registrar shall publish any regulations made in terms of sub-Statute 25.1 in such a manner as Council may direct, being a manner, which Council considers will best make the regulations known to the persons to whom they apply.

26. Arrangements with other universities, affiliated bodies, etc.

- 26.1. Council, in consultation with Senate, may make arrangements with any other university whereby students of the University may be registered as students of such other university and so enabled to study for, enter the examination of and be afforded the degrees of such other university.
- 26.2. Council may affiliate or associate to the University any other institution or any branch or department of any other institution, and
 - 26.2.1. recognise selected members of the staff of an affiliated institution, branch or department as teachers of the University; and
 - 26.2.2. admit the members of any affiliated institutions, branch or department to any of the privileges of the University; and
 - 26.2.3. accept attendance at courses of study in any affiliated institutions, branch or department in place of attendance at courses of study at the University;on such terms and conditions and subject to such regulations as Council may determine from time to time.

Collective Bargaining Agreement: Brick Making and Clay
Products Manufacturing Industry

IT is hereby notified that the Collective Bargaining Agreement set out in the Schedule has been registered in terms of section 79 of the Labour Act [*Chapter 28:01*].

SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE
BRICKMAKING AND CLAY PRODUCTS INDUSTRY

COLLECTIVE BARGAINING AGREEMENT: BRICKMAKING
AND
CLAY PRODUCTS MANUFACTURING INDUSTRY

Made in terms of the Labour Act [*Chapter 28:01*] between the Brickmaking and Clay Products Employers' Association (the employers' organisation), of the one part, and the Brick and Clay Products Workers Union (the trade union), of the other part, being the parties to the Employment Council for the Brickmaking and Clay Products Industry. This agreement replaces the agreement dated 27th January, 2006, and published in Statutory Instrument 13 of 2006.

Application

1. This agreement shall apply to—

- (a) all employers in the brickmaking, clay and tiles, refractories, earthenware, castables, crucibles, monolithics and cement bricks and other basic materials based bricks; and
- (b) all employees in that industry engaged in any occupation listed in the First Schedule in the area of Zimbabwe.

2. In this agreement—

“brick-making, clay and tile products manufacturing industry” means, without any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated together in—

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- (a) manufacturing bricks, silica-sand bricks, tiles, roof tiles, slabs, hollow blocks, refractories, crucibles, castables, acid-proof or fire-proof earthenware, earthenware pipes, earthenware pipe fitting, ventilators, insulating products or any other article which in the process of being manufactured, is hardened by burning in a kiln or clay or of which clay or any material, or a combination of clay and any such mineral, ore or material forms the principal component or any two or more of the afore-said articles; or
- (b) extracting, mining, winning or preparing clay or heat-resisting mineral, ore or material used in the manufacture of any of the articles referred to in paragraph (a) is carried on by employers engaged in such manufactures; or
- (c) wholesale distribution by the manufacturer of the products referred to in paragraph (a), and includes all operations incidental to or consequently upon any of the afore-said activities; or
- (d) manufacturing of bricks for commercial purposes on a farm, cooperative or any informal group.

3. Any person proposing to become an employer in the Brickmaking and Clay Products industry shall, prior to commencing operations, render a declaration to the Council, containing the particulars set out in the form prescribed in the Third Schedule.

Period of operation

4. (1) This Collective Bargaining Agreement shall come into operation on the date of its registration in terms of section 80 of the Labour Act [*Chapter 28:01*] and shall remain in force until its amendment or repeal.

(2) Each provision in this agreement shall create a right or an obligation, as the case may be, independently of the existence of other provisions and no employer or employee may waive such right or obligation. Nothing herein contained, however, shall preclude an employer from granting employees a right greater than that provided in this agreement.

Definition of terms

5. Any expressions used in this Collective Bargaining Agreement, which are defined in the Labour Act [Chapter 28:01], other than those defined in this section shall have the same meaning as in the Act.

“Act” means the Labour Act [Chapter 28:01] and its amendments;

“annual shut-down” means any period, not less than fifteen days, between 30th November and 1st March, during which any establishment may suspend operations for vacation leave in terms of section 27;

“casual worker” any employee who works for any period less than six weeks in any four consecutive months.

“continuous service” means subject to section 35, the total period of unbroken service of a permanent employee with an employer:

Provided that casual workers shall be deemed to have been on continuous service after working for any six weeks in any four consecutive months;

“day off” means Sunday or that day of the week in lieu of Sunday on which an employee is normally not required to work;

“day shift” means a shift which is not a night shift;

“discharge” termination of service through the disciplinary code of conduct or any relevant statutory instrument exacted by Government;

“employee” means any person employed in the industry for which wages are prescribed in this agreement and are categorised below—

(a) “casual employee” means an employee engaged to perform a fixed task or to work for any period that does not amount to six weeks in any four consecutive months;

(b) “contract employee” means an employee who is subject to a fixed term or fixed job contract of employment. At the close of the fixed term or

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the completion of the fixed job, the services of that employee may be terminated provided the minimum notice periods in the Labour Act have been adhered to in the notice of termination;

- (c) “part time employee” means an employee who is engaged by an employer to take daily work for a period not exceeding a total of five hours per day, or engaged on a weekly basis for not more than thirty hours;
- (d) “permanent employee” is an employee who has successfully completed his probation period and is subject to on-going employment in terms of an open ended letter of appointment;
- (e) “seasonal employee” means an employee whose duration of contract is set by the season. In the brick making and clay products industry the season shall be from 1st March ending 30th November each year;

“employer” means any person whatsoever who employs or provides work for any person in the industry and remunerates or expressly or tacitly undertakes to remunerate him including the manager, agent or representative of such first person referred to, who is in charge or control of the work upon which such second person referred to is employed and shall include a self-employed person or working employer;

“emergency work” means work that must be performed in order to prevent injury to employees and persons in or near the plant and damage to the plant or nearby properties or to prevent immediate loss of business;

“grade” means a grade listed in the First Schedule;

“industry” means Brick-making and Clay Products Industry;

“industrial holiday” means any day prescribed as an industrial holiday in terms of section 18;

“medical practitioner” means any person who is legally permitted to practice as medical practitioner in Zimbabwe;

“night-shift” means a shift the majority of hours of which fall between 6 p.m. and 6 a.m.;

“overtime” means any time worked outside the ordinary daily hours required to be exhibited in terms of subsection (2) of section 25 or stated in an authority issued under subsection (1) of section 18;

“skilled worker” means a person who has been certified by the Registrar of Apprenticeship and skilled Manpower as a skilled worker Class I, II, III or IV in a designated or recognised trade in terms of the Manpower Planning and Development Act [*Chapter 20:02*], or the holder of a journeyman registration certificate issued by a national employment before 1st February, 1982, and recognised by the Registrar of Apprenticeship and Skilled Manpower;

“General Secretary” means the Chief Executive Officer of the National Employment Council;

“wage” means the earnings of an employee, but does not include any payment in respect of overtime or any bonus payment or other like benefits;

“working day” means any day other than a day off or an industrial holiday.

Grading and wages

6. (1) Every employer shall place each employee in a grade listed in the First Schedule appropriate to his or her occupation, and shall pay a wage to such employee of at least the amount prescribed therein for the employee’s occupation, and no employee shall accept a wage amounting to less than that amount. An employee shall be paid earnings equivalent to the number of hours worked at the rate agreed at Employment Council Level.

(2) An employee who at the date of the coming into force of these regulations, is in receipt of a higher rate of pay for his or her particular occupation than the rate prescribed in terms of this section shall not, by reason of these regulations, suffer any reduction in his or her wage.

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7. On promotion to a higher grade an employee shall be paid—

- (a) not less than the wage which he or she received prior to his or her promotion; or
- (b) at least the minimum wage prescribed for his or her occupation in such grade in the First Schedule whichever is the greater.

8. An employee who is required to perform work in a lower grade than that in which he or she is normally employed shall be paid the wage applicable to the grade of work, which he or she normally performs.

9. An employee who is required to temporarily perform work in a higher grade than that he or she is currently working in and appointed in writing by his or her superior or anyone in authority, for more than five consecutive working days shall be paid the wage that is applicable to such higher grade for all hours or part of an hour spent working in the higher grade.

10. Where work done by an employee is not specified in the First Schedule—

- (a) the employer shall provisionally place the employee in a grade; and
- (b) the employer or employee shall notify the Secretary to the Employment Council. The Secretary, after consultation with the Chairman of the Employment Council, shall determine an interim classification of the work done, which shall be subject to ratification by the Employment Council at its next meeting. If the interim classification by the Secretary or the final classification by the Council places the employee in a grade—
 - (i) higher than the employee's current grade, he or she shall be paid not less than the minimum wage prescribed for such higher grade, with effect from the date which he or she commenced to perform the operation (job/work done) concerned; or
 - (ii) lower than the employee's current grade, it shall be lawful to reduce his or her wage to not less

than the minimum wage prescribed for such lower grade. With effect from the date upon which such classification is determined, unless the employee refuses to accept the lower wage, in which event—

- A. he or she may give the relevant notice of termination of employment; or
- B. he or she may be given the relevant notice of termination of employment; and
- C. during the period of such notice, he or she shall be paid the wage he or she was receiving prior to such determination.

11. No employer shall reduce the wage of a permanent employee for any time not worked if the employee was able to and willing to work and was present at his or her place of work but the employer was unable or unwilling to furnish him or her with work: Where an employer allocates the employees another duty, the employee has an obligation to accept the new task until he or she can resume his or her previous duties:

Provided that, subject to section 4, this subsection shall not apply to any portion of an annual shut-down or to time not worked during a period of short-time working, as provided for in section 19.

Effects of rain-off and work stoppage on wage

12. (1) If not having been notified to the contrary, an employee other than a permanent employee attends for work at the designated time and place, and is informed by his or her employer prior to commencing work, that no work is available that day because of unsuitable weather and/or unworkable site conditions, the employee shall be paid for three hours at his or her current hourly rate for this attendance.

(2) For the second and subsequent days in the same working week, if not having been notified to the contrary, an employee other than a permanent employee attends for work at the designated time and place, and is informed that no work is available that day because of unsuitable weather and/or unworkable site conditions, the employees

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shall be paid for two hours at his or her current hourly rate for his or her attendance.

(3) If any employer notifies an employee other than a permanent employee not to attend work the following day because of unworkable site conditions, the employee shall not be entitled to any wage until he or she has resumed work at the request of the employer.

(4) If an employee other than a permanent employee starts work and is subsequently instructed by his or her employer to stop work because of unsuitable weather and/or workable site conditions, the employee shall be paid for the period he or she has worked plus one additional hour's pay at his or her current hourly rate.

(5) If an employee other than a permanent employee attends work and, at the request of the employer, remains on call at the site and works intermittently during changing weather and/or site conditions, the employee shall be paid for hours he or she has worked and/or for the time when he or she was not working but remained on the work site at the employer's request. The permanent employee shall be paid at current hourly rate.

(6) If an employee other than a permanent employee does not attend work the following day, as no work will be available that day because of circumstances beyond the employer's control, the employee shall not be entitled to any wages until he or she has resumed work at the request of the employer.

(7) If, not having been notified to the contrary, an employee other than a permanent employee attends work at the designated time and place and is informed by his or her employer prior to commencing work that there is no work available that day because of circumstances beyond the employer's control, the employee shall be paid for two hours at his or her current hourly rate for his or her attendance.

(8) If an employee other than a permanent employee starts work and is subsequently informed by his or her employer that no further work is available because of circumstances beyond the employer's control, the employee shall be paid for the period he or she has worked plus one additional hour's pay at his or her current hourly rate.

(9) If the circumstances referred to in subsection (2) and (5) prevail for more than one working day, the employer shall inform the employee accordingly, and upon receipt of this information, the employee shall not be entitled to be paid any wage until he or she has resumed work at the request of his or her employer:

Provided that such request shall not be unreasonably delayed beyond the time when the circumstances, which created the work stoppage no longer prevail.

(10) By mutual agreement with his or her employer an employee other than a permanent employee, may make up for any hours of work lost because of unsuitable weather and/or unworkable site conditions or circumstances beyond the employer's control, by working additional hours. Such agreement shall specify the times and place at which such additional hours may be worked, which shall be subject to the terms of subsection (3), (4) and (5) of section 18. Notwithstanding the terms of section 19, such additional hours shall be paid for at the employee's current hourly rate.

Hours of work: employees other than shift workers

13. (1) The ordinary hours of work for employees, other than shift-workers and guards, shall not exceed eight hours per day or nine comma six hours a day and shall amount to forty-eight hours per week:

Provided that the discretion of number of days worked per week shall be discussed and agreed at enterprise level.

(2) The ordinary hours of work for guards shall not exceed twelve hours per day and forty-eight hours per week.

14. An employer may request, but shall not require an employee to work overtime and may, whenever possible, give twenty-four hours' notice to such employee of such request:

Provided that the employees needed to render emergency services shall not decline requests to work overtime without reasonable excuse.

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15. Where an employee is to work three hours' overtime or more, he or she shall be entitled to a break of at least fifteen minutes before starting that overtime.

16. Every employee shall be entitled to at least one day off duty each week.

17. An employee may be required to work on his or her day off, but no employee shall be required to work on his or her day off in successive weeks.

18. No employer shall permit an employee, other than a shift-worker or a guard, to work a continuous period of more than five hours without—

- (a) a break of at least twenty minutes during the first three hours of work; and
- (b) a further break of at least thirty minutes for lunch:

Provided that the employer need not provide this further break of at least thirty minutes on a Saturday if the ordinary hours of work on a Saturday do not exceed six hours.

Hours of work: shift workers

19. (1) Sections 13 to 14 shall apply to shift workers.

(2) The ordinary hours of work for shift workers shall not exceed forty-eight hours per week.

(3) No employer shall permit a shift-worker to work for a continuous period of more than five hours without a break of at least fifteen minutes.

(4) The employer shall provide each shift-worker with a free beverage, and appropriate or adequate facilities for preparing a beverage, during the prescribed fifteen minutes break.

(5) Except for the purpose of changing shifts, or in the case of emergency work, no shift-worker shall be required to work two shifts in any one day, or to start work on a new shift until at least eight hours have lapsed after the completion of his or her previous shift.

(6) Nothing contained in this section shall confer any right to payment for overtime on any shift workers who are required to work two shifts in one day for the purpose of changing their shifts.

(7) No shift worker shall be kept on night shift for a period of more than four weeks without his or her consent.

(8) A shift worker who is changed from night shift to day shift shall be placed on day shift for a period which is at least equal to the period during which he or she was on night shift, unless he or she otherwise agrees.

Short-time working

20. (1) No employer shall place all or any of his or her employees on short-time except—

- (a) on agreement between the employer and employees, an employee may be placed on short-time or alternate shift arrangement, working on conditions laid down in this section and on such agreement. The employer shall within one week notify Council. If no agreement can be reached between employers and employees, the employer may make application to Council for authority to go on short time;
- (b) the employer shall give at least one week's notice to each employee concerned of the requirement to work short time or alternating shifts. The employee may, at any time during the one week's notice referred to in subsection (2), give his or her employer notice of termination in full accordance with section 12 of the Labour Act;
- (c) during a period of alternating shift or short-time working, an employee shall be paid for not less than the hours worked by him or her:

Provided that no employee shall be paid less than fifty percent of his or her current weekly wage for short time working;

- (d) where alternating shifts are instituted an employer may divide all or any of the employees concerned into shifts and may—

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- (i) require each shift to work on alternate half-days, days weeks or months:

Provided that no shift shall be without work for more than one month at a time or for an aggregate of more than six months in any period of twelve months;

- (ii) pay each employee on shift for hours, weeks or months he or she has actually worked.

(2) Any time during which an employee is not engaged in full time work as a result of a measure resorted to in terms of this section shall be regarded as unpaid compulsory leave and shall not be deemed to have interrupted continuity of employment.

Conversion of rates

21. For the purpose of converting an hourly wage to—

- (a) the daily equivalent, the hourly wage shall be multiplied by the number of hours ordinarily worked in a day;
- (b) the weekly equivalent, hourly weekly wage shall be multiplied by the number of hours ordinarily worked in a week; or
- (c) the monthly equivalent, the weekly wage shall be multiplied by four and one-third.

Payment of overtime

22. (1) An employer shall pay for overtime in excess of thirty minutes in any day shift at the rate of one and a half times the current hourly wage of the employee.

(2) Notwithstanding subsection (1), an employer shall pay for overtime on a day off at double the current hourly wage of the employee.

(3) In respect of an employee working on an industrial holiday he or she shall be paid double the hourly rate.

Deductions

23. No deductions or set-off of any description shall be made or allowed from any remuneration, due to an employee, except—

- (a) where an employee is absent from work on days other than public holidays or days of leave of absence, the proportionate amount of his or her remuneration shall be deducted for the period of such absence;
- (b) any amount, which the employer is compelled by law or legal process to pay on behalf of the employee including NEC and union dues;
- (c) by a written stop order for contributions by the employee to Insurance Policies, Pension Funds/Provident Funds, Medical Aid Societies, Post Office Savings Bank, Commercial Bank or Building Society Savings account;
- (d) any overpayment of remunerations;
- (e) for goods purchased on behalf of, or money lent to an employee by the employer; by stop order signed by the employee, for any amount up to, but not exceeding 25% of the gross wage due to such an employee:

Provided that where such goods have been purchased from a supplier at the direction or dictation of the employer, no such deduction in terms of this paragraph shall be made, unless with the employee's consent.

Payment of wages

24. (1) Every employer shall pay wages, using only legal tender in cash or by cheque, to each employee, weekly or monthly as the case may be, on or by the due date:

Provided that the payment for overtime, bonuses and allowances shall be made to each employee, weekly or monthly as the case may be, within seven working days of due date.

(2) When a contract of employment of an employee is terminated, payment of all remuneration due shall be made at the end of the month of the next pay date after dismissal.

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(3) All remuneration shall be paid in cash or by cheque and shall be accompanied by a pay-slip showing—

- (a) the name and grade of the employee; and
- (b) the wage rate; and
- (c) the total number of hours worked; and
- (d) the amount of overtime; and or allowances; and
- (f) deductions for absence without leave, or other deductions permitted in terms of section 22; and
- (g) the net amount received by the employee; and
- (h) the period for which payment is made.

Incentive production schemes

25. An employer may operate an incentive production scheme whereby the remuneration of the employee may be determined by quantity of output or measurement of output of work performed:

Provided that any incentive production scheme entered into by the employer and employees will not override the right of the employee to a minimum wage set out in section (6)(1) and in the First Schedule of this agreement.

Special provisions: part-time employees

26. An employee who is a part-time employee shall be paid, for each hour worked, not less than the minimum wage specified in the First Schedule.

Subsistence allowance

27. An employee who is required to work as far from his or her usual place of work as to necessitate his or her sleeping away from home shall be conveyed to and from such place at the employer's expense, and shall be paid, in addition to his or her wage for the times during which he or she is away from home all necessary proved travelling and subsistence expenses.

Housing and transport allowance

28. Every employer shall pay employees a minimum wage according to the grades in the First Schedule and shall provide accommodation to all employees at a cost.

Provided that where an employer does not provide accommodation to employees, the employer shall pay employees housing and transport allowances as negotiated from time to time.

Vacation leave

29. (1) An employee shall accumulate vacation leave at the rate prescribed in section 14A of the Act and its amendments thereof:

Provided that—

- (a) where undue hardship would be caused to the employer in the event of the employee going on vacation leave, the employee shall be entitled to proceed on vacation leave within nine weeks of his or her application;
- (b) where an establishment observes an annual shut down, the employees may be required to take their vacation leave during such annual shut-down.

(2) An employee who is required to take his or her vacation leave during an annual shut-down, and who has less than twenty-six weeks of continuous service, shall be deemed to have accumulated a maximum of 15 days of vacation leave.

(3) An employee proceeding on vacation leave shall receive his or her current wages for the period of such leave on due date.

(4) An employee who has accumulated vacation leave may, with the consent of the employer, elect to be paid his or her wage for such vacation leave or portion of vacation leave, in addition to his or her current wage, in place of proceeding on such vacation leave.

(5) An employee whose employment is terminated by himself or herself or by the employer, for any reason whatsoever, shall be entitled to be paid the cash equivalent to any accrued vacation leave.

(6) Where an employee applies for sick leave in terms of section 14 of the Act whilst on vacation leave, their vacation leave will be cancelled and sick leave granted in terms of the Act.

(7) Where an establishment observes a holiday or an industrial holiday, the holiday or industrial holiday shall not be offset against an employee's accumulation of vacation leave.

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(8) An employee may not accumulate vacation leave in excess of thirty days *per annum* and such leave days will cease to accumulate at ninety days.

(9) An employee in his or her first year of employment shall accumulate normal vacation leave but shall not go on leave during the first year, except with the consent of the employer.

Public holidays

30. (1) All days declared in terms of the Public Holidays and Prohibition of Business Act [*Chapter 10:21*] as public holidays shall be public holidays.

(2) Subject to subsection (3), every employee shall be granted leave of absence on public holidays and shall be paid his or her normal daily wage for every industrial holiday.

(3) An employer may request an employee to work on a public holiday, in which event he or she shall either—

- (a) with the consent of the employee, grant the employee leave of absence on another day instead of the public holiday, and shall pay him or her not less than his or her daily wage in respect of the public holiday and that other day; or
- (b) pay the employee for work done on a public holiday, for each hour done during the public holiday at not less than double the hourly rate of wage of the employee.

Maternity leave

31. (1) Unless more favourable conditions have otherwise been provided for in any employment contract or in any enactment, maternity leave shall be granted in terms of this section for a period of ninety-eight days on full pay to a female employee who has served for at least one year.

(2) On production of a certificate signed by a registered medical practitioner or State registered nurse certifying that she is pregnant, a female employee may proceed on maternity leave not earlier than the forty-fifth day and not later than the twenty-first day prior to the expected date of delivery and according to section 18 of the Act.

(3) Unless the employer grants sick leave for medical reasons other than maternity, sick leave for medical reasons may not be granted once paid maternity leave has begun.

(4) During maternity leave, normal benefits and entitlements including right to seniority or advancement, and the accumulation of any pension rights where applicable shall continue uninterrupted in the manner in which they should have continued had she not gone on such leave, and her period of service shall not be considered as having been uninterrupted or broken by the exercise of her right to maternity leave in terms of this section.

(5) A female employee who is the mother of suckling child shall during each working day be granted at least one hour or two half hour periods as she may choose during normal working hours for the purpose of nursing her child, and such employee may combine any portions of time she is entitled to with any normal breaks for longer periods that she may find necessary in order to nurse her child.

(6) A female employee shall be entitled to the benefits under subsection (5) for the period during which she actually nurses her child or six months whichever is the lesser.

Benefits during sickness

32. (1) Sick leave shall be granted to an employee who is prevented from attending his or her duties because he or she is ill or injured or undergoes medical treatment, which was not occasioned by wilful or intentional self-harm in terms of section 14 the Act.

(2) During any one-year period of service of an employee an employer shall, at the request of the employee supported by a certificate signed by a registered medical practitioner, grant up to ninety days' sick leave on full pay.

(3) If, during any one-year of service of an employee, the employee has used up the maximum period of sick leave on full pay, an employer shall, at the request of the employee supported by a certificate signed by a registered medical practitioner, grant a further period of up to ninety days' sick leave on half pay where, in the opinion of the registered medical practitioner who signed the certificate, it is probable that the employee will be able to resume duty after such further period of sick leave.

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(4) If, during any one year, the period or aggregate periods of sick leave exceed—

- (a) ninety days' sick leave on full pay; or
- (b) subject to subsection (3), one hundred and eighty days ' sick leave on full and half pay; the employer may, upon fulfilling legal requirements, terminate the employment of the employee concerned on medical grounds.

(5) An employee who so wishes may be granted accrued vacation leave instead of sick leave on half pay or without pay.

Contract and notice

33. (1) An employer shall inform every employee, in writing, upon engagement, of the nature of his or her contract, including—

- (a) his or her grade; and
- (b) his or her wage and date of payment; and
- (c) provision for accommodation; and
- (d) the period of notice required to terminate the contract of employment; and
- (e) the hours of work; and
- (f) the details of any bonus scheme or incentive production scheme in operation; and
- (g) the nature and duration of the annual shut-down; and
- (h) provision for benefits during sickness; and
- (i) provision for benefits for vacation leave.

(2) Unless where there are more favourable employment conditions, notice of termination of any type of "*Contract of Employment*" shall be as per the provisions of section 12 of the Act, which provides that either party may give notice as follows—

- (a) three months in the case of a contract without limit of time or a contract for a period exceeding two years;
- (b) two months in the case of a contract for a period exceeding one year but less than two years;
- (c) one month in the case of a contract for a period exceeding six months but less than one year;

- (d) two weeks in the case of a contract for a period of six months or less or in the case of casual work or seasonal work.

(3) Neither the employer nor the employee shall give notice of termination of contract while the employer is on vacation, sick leave and special leave.

(4) An employee who has given notice to terminate his or her contract of employment shall not be required or permitted to take vacation leave during the currency of such period of notice, except with the employer's consent, in writing.

(5) A contract of employment for a stipulated period or task shall specify the date of commencement and the end date of the contract.

(6) Termination of an employee's contract shall be made according to a registered Code of Conduct and as per provisions of sections 12 and 12C of Act.

Record of service

34. (1) An employee, whose services are terminated, for any cause whatsoever, may request a certificate from his or her employer.

(2) The certificate of service shall specify the period of service and the occupation of the employee.

Continuous service

35. (1) Continuous service shall be deemed to be broken only by the death, retirement or discharge of a permanently employed worker:

Provided that a permanently employed employee who is discharged and re-engaged by the same employer within one month of such discharge shall be deemed not to have broken his or her continuous service.

(2) A period of absence without the permission of the employer, or a period of absence between discharge and re-engagement of less than one month, shall not be taken into consideration in calculating any benefits according to subsection (1).

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(3) If upon the change of ownership of an establishment an employee enters into the services of the new owner, or continues his or her employment, his or her service with the previous owner shall be deemed not to have been broken by the change of ownership:

Provided that, if such employee is paid by the previous owner all terminal benefits including gratuity or pension in respect of his or her service with that owner, his or she service with the previous owner shall not be reckoned as service with the new owner.

Protective clothing

36. (1) Every employer shall supply, whenever necessary free of charge, appropriate protective clothing to every employee who, in the course of his or her duties, is habitually exposed to hazardous conditions.

(2) Every employee working with bricks, or clay, and whose clothing is likely to be damaged by that work, shall be supplied with one pair of work suits every six months, and every employee in an occupation where his or her feet may be injured while working shall be supplied with one pair of safety boots per year, plus any additional issues as may be considered necessary by the employer.

(3) Protective clothing supplied to an employee shall remain the property of the employer if he or her is responsible for mending, washing and maintaining such clothing.

(4) Subject to subsections (2) and (3), an employee may be required to reimburse to the employer any part of the cost of any clothing supplies in terms of this section, which has been wilfully or negligently lost or damaged:

Provided that the employer may deduct cost of uniform from wages where one leaves employment within three months from date of recruitment.

(5) An employer who recovers any part of the cost of replacement of clothing from an employee in terms of subsection (6), shall, in the assessment of such cost, make due allowance for fair wear and tear.

Gratuities on termination of employment

37.(1) An employee who has completed five or more years of continuous service shall, on termination, be paid irrespective of the circumstances of such termination, a gratuity of not less than the amount derived by multiplying the appropriate percentage of his or her current monthly wage on termination, as set out in the Second Schedule and the number of years of service.

Provided that a seasonal employee who has worked with the same employer for five or more seasons shall be entitled to gratuity in the same manner as an employee who has completed continuous service.

(2) If an employee who has completed five or more years of continuous service dies before receiving a gratuity in terms of subsection (1), there shall be paid to his or her estate the sum, which the employee would have received if his or her contract of employment had terminated on the day of his or her death.

(3) Notwithstanding subsections (1) and (2) no gratuity shall be payable to an employee or his or her estate under this section if his or her employer has provided for such employee by means of a pension in terms of the Pensions and Provident Funds Act [Chapter 24:09].

Copy of agreement and notice

38.(1) Every employer shall exhibit a copy of this agreement and all amendment thereto in a place easily accessible to every employee.

(2) Every employer shall exhibit a notice, in the form set out in the Third Schedule, showing the number of ordinary working hours per week and the normal daily times of starting and times of finishing work in its establishment for each class or group of employees, and the public holidays in terms of section 28.

(3) No person shall, without lawful cause, alter, deface or remove the copy of regulations save on the instruction of the employer when carrying out his or her responsibilities under subsections (1) and (2).

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NEC dues

39. (1) All employers and employees in the Brick-making and Clay Products Industry shall, deduct the appropriate NEC dues from the wage or salary of each of their employees and contribute to the NEC at a subscription rate of 3% employees' contribution and 3% employers' contribution.

(2) The dues to be paid by each employee shall be as determined by the Council as from time to time:

Provided that—

- (a) no dues shall be payable where, owing to short-time, an employee's pay is reduced to below *per centum*, of his or her normal wage or salary;
- (b) no deductions shall be made in respect of an employee while he or she is off sick and not in receipt of sick leave pay or a substitute payment.

(3) The dues to be paid by each employer each month shall be an amount, which equals the total dues to be deducted and paid in terms of subsections (1) and (2).

(4) Each employer shall immediately complete and return the appropriate form as set out in the Third Schedule and forward the total amount of the employees' and employers' dues, to the office of the Council by not later than the tenth day of each month following that to which the dues relate.

Exemptions

40. The council may in its sole discretion and upon such terms and conditions as it may determine grant exemption, in writing, from any of the provisions of this agreement to any employer or employee. Such exemption maybe revoked or amended by the Council, at its discretion.

Penalties

41. Attention is drawn to section 82(3) of the Labour Act which reads.

(3) Any person who fails to comply with a collective bargaining agreement which is binding upon him or her shall, without derogation

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from any other remedies that maybe available against him or her for its enforcement—

- (a) commit an unfair labour practice for which redress may be sought in terms of Part XII; and
- (b) be guilty of an offence and liable to a fine not exceeding level seven or to imprisonment for a period not exceeding two years or to both such fine and such imprisonment

FIRST SCHEDULE (*Section 42*)

GRADE	POSITION	SALARY/WAGE
A1	General hand	\$2 549,74
	Cleaner	\$2 549,74
	Spanner man	\$2 549,74
	Barrow hand	\$2 549,74
	Drying floor hand	\$2 549,74
	Lorry loaders and off loaders	\$2 549,74
	Car packers	\$2 549,74
	Clay feeder	\$2 549,74
	Cutter Trolley attendant	\$2 549,74
	Clamp dry Brick handler	\$2 549,74
	Scrap handler	\$2 549,74
	Setter	\$2 549,74
	DDK handler	\$2 549,74
	Coal sieve	\$2 549,74
	Brick sorter	\$2 549,74
	Mobile box feeder attendant	\$2 549,74
	Grounds man	\$2 549,74
	Dry/Green brick handler	\$2 549,74
	Hack line trolley attendant	\$2 549,74
	Hack line attendant	\$2 549,74
	Hammer miller attendant	\$2 549,74
	Kiln attendant	\$2 549,74
	Loading/unloading elevator attendant	\$2 549,74

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	Magnet attendant	\$2 549,74
	Pallet attendant	\$2 549,74
	Pallet collector	\$2 549,74
	Sanitary worker	\$2 549,74
	Tallyman	\$2 549,74
	Tower box feeder attendant	\$2 549,74
	Unloading elevator attendant	\$2 549,74
	Transfer shed attendant	\$2 549,74
	Rusticator attendant	\$2 549,74
	Strip twister	\$2 549,74
	Pipe turn	\$2 549,74
	Pipe take off	\$2 549,74
	Slip house attendant	\$2 549,74
	Even feeder attendant	\$2 549,74
	Pack trolley attendant	\$2 549,74
	Assistant slip house attendant	\$2 549,74

GRADE	POSITION	SALARY/WAGE
A2	Clamp/kiln builder	\$2 677,28
	Clamp dismantlers	\$2 677,28
	Borehole attendant	\$2 677,28
	Tea maker	\$2 677,28
	Skilled worker assistant	\$2 677,28
	Wire twister	\$2 677,28
	Kiln setters-drawers-sorters	\$2 677,28
	Clamp discharger	\$2 677,28
	Cleaner/tea maker/office orderly	\$2 677,28
	Drier attendant	\$2 677,28
	Thrower	\$2 677,28
	Coal feeder	\$2 677,28
	Paraffin tester	\$2 677,28

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	DDK setter	\$2 677,28
	Fettler	\$2 677,28
	Security guards	\$2 677,28

GRADE	POSITION	SALARY/WAGE
A3	Canteen attendants	\$2 811,14
	Mobile machine operator	\$2 811,14
	Tyre fitter	\$2 811,14
	Kiln assistant	\$2 811,14
	Laboratory assistant	\$2 811,14
	Roller mill attendant	\$2 811,14
	Setting machine attendant	\$2 811,14
	Wet pan mill attendant	\$2 811,14
	Wrapper	\$2 811,14
	Selector	\$2 811,14
	Breaker	\$2 811,14
	Welder	\$2 811,14
GRADE	POSITION	SALARY/WAGE
B1	Grinding mill operator	\$2 951,70
	Assistant mixing overseer	\$2 951,70
	Winch driver	\$2 951,70
	Mixer attendant	\$2 951,70
	Assistant setting machine operator	\$2 951,70
	Greaser oiler	\$2 951,70
	Messenger/motor cycle	\$2 951,70
	Checker	\$2 951,70
	Cutter operator	\$2 951,70
	Filing clerk	\$2 951,70
	Plumbers assistant	\$2 951,70
	Clutch attendant	\$2 951,70
	Hand moulder	\$2 951,70

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	Grover	\$2 951,70
	Pipe trimmer	\$2 951,70

GRADE	POSITION	SALARY/WAGE
B2	Forklift operators	\$3 099,29
	Tractor driver	\$3 099,29
	Ball mill operator	\$3 099,29
	Workshop assistant attendant	\$3 099,29
	Precast shape moulder	\$3 099,29
	Mixing overseer	\$3 099,29
	Mechanic fitters assistant	\$3 099,29
	Mixer operator	\$3 099,29
	Mechanics fitter assistant	\$3 099,29
	Mixer operator	\$3 099,29
	Block pusher	\$3 099,29
	Tractor driver	\$3 099,29
	Bell haulers driver	\$3 099,29
	Light vehicle driver-not exceeding 6400kg	\$3 099,29
	Dryer/kiln assistant	\$3 099,29
	Fireman	\$3 099,29
	Kiln/dryer attendant-CTF burners	\$3 099,29
	Kiln attendant-PG	\$3 099,29
	Pump house burner cleaner	\$3 099,29
	Corporal	\$3 099,29
	Hammer mill operator	\$3 099,29
	Caster	\$3 099,29
	Glazer	\$3 099,29
	Kiln operator	\$3 099,29

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GRADE	POSITION	SALARY/WAGE
B3	Machine operator	\$3 254,25
	Cupel machine operator	\$3 254,25
	Moulder	\$3 254,25
	Driver (licensed) not exceeding 6400kgs	\$3 254,25
	Senior workshop attendant	\$3 254,25
	Extruder operator leading hand	\$3 254,25
	Cutter operator	\$3 254,25
	Distribution assistant	\$3 254,25
	Dozer operator	\$3 254,25
	Honey sucker driver	\$3 254,25
	Driver (7Ton truck)	\$3 254,25
	Front end loader driver/operator	\$3 254,25
	Machine attendant	\$3 254,25
	Telephonist/receptionist	\$3 254,25
	Crushing plant operators	\$3 254,25
	Machine operators-setting-extruder	\$3 254,25
	Leading hand-clamp drying hoffman	\$3 254,25
	Canteen	\$3 254,25
	Grader operator	\$3 254,25
	Stack master	\$3 254,25
	Boiler operator	\$3 254,25
GRADE	POSITION	SALARY/WAGE
B4	Senior driver	\$3 416,96
	Quality controllers assistant	\$3 416,96
	Charge hand-DDK	\$3 416,96
	Stockyard supervisor	\$3 416,96
	Switchboard operator	\$3 416,96
	Secretary	\$3 416,96
	Clerk-invoicing	\$3 416,96
	Production	\$3 416,96

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	Dispatch	\$3 416,96
	Personnel	\$3 416,96
	Accounts	\$3 416,96
	Stores GVR	\$3 416,96
	Data capture	\$3 416,96
	Wages	\$3 416,96
	Issuing-Cardex	\$3 416,96
	Stock	\$3 416,96
GRADE	POSITION	SALARY/WAGE
B5	Senior clerk	\$3 587,80
	Cashier	\$3 587,80
GRADE	POSITION	SALARY/WAGE
C1	Stores supervisor	\$3 767,19
	Buyer	\$3 767,19
	Semi-skilled-boiler maker	\$3 767,19
	Semi-skilled-builder	\$3 767,19
	Semi-skilled-electrician	\$3 767,19
	Semi-skilled carpenter	\$3 767,19
	Bookkeeper	\$3 767,19
GRADE	POSITION	SALARY/WAGE
C2	Senior Clerk-Creditors	\$3 955,55
	Moulder maker	\$3 955,55
	Supervisor production	\$3 955,55
	Green forming and drying Supervisor	\$3 955,55
	Drying and firing Supervisor	\$3 955,55
GRADE	POSITION	SALARY/WAGE
C3	Quality Inspector	\$4 153,38

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GRADE	POSITION	SALARY/WAGE
C4	Builder	\$4 361,05
	Carpenter	\$4 361,05
	Plant Artisan Fitter	\$4 361,05
	Diesel Motor Mechanic	\$4 361,05
	Painter	\$4 361,05
	Artisan Boiler Maker	\$4 361,05
	Electrician	\$4 361,05
	Mechanic	\$4 361,05
	Artisan Diesel Plant	\$4 361,05
	Foreman-Mould Maker Artisan	\$4 361,05
	Salesperson/Sales Representatives	\$4 361,05

SECOND SCHEDULE (*Section 43*)

GRATUITIES

<u><i>Length of service</i></u>	<u><i>Percentage of monthly wage on termination of employment</i></u>
5	10
6	11
7	12
8	13
9	14
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25
21	26

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<u><i>Length of service</i></u>	<u><i>Percentage of monthly wage on termination of employment</i></u>
22	27
23	28
24	29
25	30
26	31
27	32
28	33
29	34
30	35
31	36
32	37
33	38
34	39
35	40

Declaration

The employers' organisation and trade union having arrived at the agreement set forth herein, the undersigned officers of the Council hereby declare that the foregoing is the agreement arrived at and affix their signatures, hereto.

Dated at NEC Brickmaking Boardroom this 7th day of April, 2020.

P MANYEMWE,
on behalf of the Brickmaking and Clay Products Workers
Union of Zimbabwe.

D. ZISWA,
on behalf of the Brickmaking and Clay Products Employers
Association of Zimbabwe.

L. DANIEL,
on behalf of the Brickmaking and Clay Products Employers
Association of Zimbabwe.

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M. NKOMO-MANDANGU,
on behalf of the Brickmaking and Clay Products Employers
Association of Zimbabwe.

J. MUTARE,
Chairman-NEC Brickmaking and Clay Products Industry

T. T. MAKAVANI,
General Secretary-NEC Brickmaking and Clay Products Industry.

THIRD SCHEDULE

NATIONAL EMPLOYMENT COUNCIL FOR THE BRICKMAKING AND
CLAY PRODUCTS

Declaration of dues for the month

JAN ☐ FEB ☐ MAR ☐

COMPLETED returns together with remittance must be sent to:

The General Secretary,
1976, Area D,
Westgate, Harare

This form must be returned by the 10th of each month

Name of company:.....

Business address:.....

Telephone No.:.....

E-mail address:.....

I/We declare that the permanent, seasonal, casual and fixed term contact
employees currently employed number is (number in total) |

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Employees	Seasonal/fixed term contract		Permanent		Total number of employees		Amount
	Male	Female	Male	Female	Male	Female	
Employees contribution							
No. of employees							
Employees contribution							
Total arrears							
Total contribution							

Signed.....Capacity.....Date.....

NB

1. This return form should be completed in DUPLICATE with other copy to be retained by the employer.
2. You are required to declare permanent, seasonal, casual and fixed term contract employees that are currently employed by as defined in the Collective Bargaining Agreement Statutory Instrument..... of 20..... and its amendment.
3. Council dues are now..... every month as per Statutory Instrumentof 20..... Please note that half of the employees. Defaulters will be prosecuted.
4. Transfer and direct deposits should be made payable to: NEC Brick and Clay Products Bank Details

Name of Bank: Stanbic Bank

Account No.: 9140002017694

Branch: Nelson Mandela Branch

FOURTH SCHEDULE (*Section 44*)

CODE OF CONDUCT FOR THE BRICKMAKING AND CLAY PRODUCTS SECTOR

National Employment Council for the Brickmaking and Clay Products Industry in Zimbabwe: Code of Conduct and Grievance Handling Procedures, 2019.

IT is hereby notified that the Minister has, after consultation with the relevant trade union and the relevant employer organisation, in terms of section 101(9)

of the Labour Act [*Chapter 28:01*], published the following Code of Conduct and Grievance Handling Procedures: —

NATIONAL EMPLOYMENT COUNCIL FOR THE BRICKMAKING AND CLAY PRODUCTS INDUSTRY OF ZIMBABWE CODE OF CONDUCT AND GRIEVANCE HANDLING PROCEDURES REGISTERED IN TERMS OF SECTION 101 OF THE LABOUR ACT [*CHAPTER 28:01*]

Preamble

1. (1) This code is drafted in terms of the Labour Act [*Chapter 28:01*] herein referred to as the Act.

(2) This code is on best employment practice. It aims to assist employers and employees and their representatives by providing guidance on how to deal with disciplinary and grievance issues in employment. These are a set of rules and procedures designed to promote orderly conduct at the work place. It should be interpreted as a set of rules for promoting discipline, industrial harmony, communication, efficiency, productivity at the work place and for providing fair, orderly and timely settlement of disputes as and when they arise.

Title

2. This employment code of conduct shall be cited as The National Employment Council for the Brickmaking and Clay Products Industry of Zimbabwe Code of Conduct and Grievance Handling Procedures (herein referred to as the “code”).

Interpretation of terms

3. In this code, unless inconsistent with the context—

“absenteeism” means unauthorised absence from work during working hours;

“Act” means the Labour Act [*Chapter 28:01*] as amended from time to time;

“appeals committee” means a committee at the workplace, constituted of two representatives from the workers committee and two representatives from management and a chairperson which is empowered to hear and determine on appeals from the disciplinary committee/disciplinary officer;

“appeals officer” means a person appointed by the employer at the workplace or establishment to hear and determine on appeals from the disciplinary committee or disciplinary officer;

“assault” means unlawful and intentional application of force or threat of force to a person which causes that person to believe that force may unintentionally be applied to him or her;

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- “breach of confidentiality” means disclosing confidential or unauthorised information to unauthorised parties with actual or potential prejudice to the employer, supplier or customers;
- “collective job action” means an industrial action calculated to persuade or cause a party to an employment relationship to accede to a demand related to employment;
- “complainant” means an aggrieved party;
- “conducting a transaction with a client in a rude manner or shouting at a client” means being discourteous, impolite or disrespectful to clients;
- “designated agent” means a person appointed in terms of section 63 of the Act;
- “disciplinary action” means an action taken by the employer in terms of this code to correct or punish unacceptable conduct of an employee or contravention of this code;
- “disciplinary committee” means a committee set up at a work place to preside over and decide over disciplinary cases and consists of two representatives from management and two representatives from the workers committee or worker/employee representatives, a chairman and a secretary;
- “Secretary,” means the Secretary whose responsibility shall be to record the proceedings only;
- “disciplinary officer” means a person appointed by the employer at the work place or establishment to deal with or to preside over and decide over disciplinary cases;
- “embezzlement” means an offence where an employer converts to his or her use property/money for the company, which has been received by him on behalf of the employer;
- “employee” means an employee as defined under the Act;
- “employer” means an employer as defined under the Act;
- “employer organisation” means employer organisation as provided for in terms of Part VII of the Act;
- “extortion” means an offence where an employee demands money, a favour for services or advantage or for such purposes to intentionally and unlawfully subject to pressure a member of the public dealing with the company whether by threat or not performing his employment duty to such a person or by abuse of his or her discretion or otherwise;
- “failure to fulfil the expressed or implied conditions of the contract of employment or breach of the employment contract” means being unable to fulfil the express conditions, which are those that are clearly written in the contract of employment as read together with the job

description and implied condition are, those that may not be specifically laid down in a document but which are reasonably connected to the contract of employment and which the law will nevertheless consider as forming part of the contract of employment;

“fighting physically or physical assault” means an offence that involves the exchange of blows or use of damaging objects by two or more employees at the work place or outside the workplace. Physical assault involves inflicting of physical injury to another or where one actually strikes, drags or touches another in anger, vengeful or insolent manner;

“forgery and uttering” means an offence when an employee falsifies any signature on official documents or written information and communicates the same to another with the intention of causing actual or potential prejudice or which is potentially prejudicial to the employer, supplier or customers;

“fraud” means unlawfully making changes, intentionally or not, a representation, whether written, oral or by conduct which causes actual prejudice or which is potentially prejudicial to the employer or another person;

“General Secretary” means the CEO of the National Employment Council for the Brickmaking and Clay Products Industry of Zimbabwe;

“grievance” means any complaint or dissatisfaction by an employee or employees about a particular condition or about general conditions of employment including any particular behaviour on the part of management or fellow employees;

“gross incompetence or inefficiency in the performance of his/her work” means an offence where an employee performs unsatisfactory or substandard work resulting in extremely poor work output which may result in serious loss, damage or prejudice to the employer or company;

“gross negligence” means lack of proper care or attention in discharging a duty to the extent that the employer’s property is exposed to risk or is damaged; gross negligence shall include negligent loss which means an act where an employee, through carelessness or recklessness, deliberately loses employer’s property or is unable to account for it satisfactorily while negligent damage means an act whereby an employee through carelessness or recklessness deliberately allows the employers’ property in the employee’s charge to be damaged;

“head” means the management director, chief executive officer, chief operating officer or general manager of an organization or the highest office bearer of the organisation whatever the case may be;

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“human resources” means the office that is responsible for administering and managing the company’s human resources, personnel and industrial relations;

“immediate supervisor” means any employer next in seniority and to whom the subordinate employee directly reports to;

“insubordination” means openly defying, by word or conduct, authority of a supervisor or manager; insubordination includes rudeness and vindictiveness;

“Labour Court” means a court established in terms of the Act;

“lack of skill which the employee expressly or impliedly held himself/herself out to possess” means an offence where an employee lacks expertise or skill which he or she indicated in writing or verbally that he or she possesses;

“manager/supervisor” means a person responsible for the supervision of staff and include such other managers or supervisors at the company or organisation;

“misconduct” means any act or behaviour or conduct by an employee in contravention of this code of conduct;

“National Employment Council ” means the National Employment Council for the Brickmaking and Clay Products Industry of Zimbabwe;

“NEC appeals committee” means a committee made up of two trade union representatives and two representatives from the employers and a chairperson;

“offence” means any offence specified in the First Schedule of offences set out in this code of conduct;

“penalty” means corrective action or disciplinary action or punishment to be administered on an employee arising from the offence committed;

“sexual harassment” means unwelcome physical, verbal or non-verbal sexual conduct that denigrates or ridicules or is intimidatory, suggestive or is physically abusive of another employee’s sex; it may be derogatory or degrading insults which are gender related and offensive;

“theft” means unauthorised and intentional appropriation of property belonging to the employer or other persons at the work place or on duty with the intention of permanently depriving the other of that property;

“threatening or cause physical injury to a member of staff or client” means making threats or intimidation or threatening with violence by action or volition of words or conduct that leads another to apprehend fear to his or her person or family whether immediately or in future if by threats or force, he or she prevents or obstruct another from performing

his or her work or uses unlawful means to compel that other person to act or refrain from acting against his or her will;

“trade union” means the Brick and Clay Workers Union of Zimbabwe or any other trade union registered to operate in the brickmaking and clay products undertaking;

“wasteful use or misuse of company property” means carelessly using company property or using company property for purposes other than for which it was intended;

“wilful disobedience to a lawful order/instruction” means a deliberate refusal to obey a lawful instruction or order or and intentional defiance of an order given by the superior;

“wilful and unlawful loss/damage of the company’s property” means an act whereby an employee deliberately or wilfully loses or damages employer or company’s property;

“workers committee” means a committee elected or appointed in terms of the Act;

“works council” means a council composed of an equal number of representatives of the employer and representatives drawn from members of the workers committee and a chairperson;

“work place” means the employee’s work station or wherever an employee is assigned to perform the employer’s duties.

Purpose of the code

4. (1) The purpose of the code is to, among other things—
 - (a) provide employers with the mechanism and guidelines to deal with disciplinary and grievance matters;
 - (b) provide employees with mechanism and guidelines to seek redress of their grievances;
 - (c) encourage the existence of a fair and consistent treatment of employees by employers;
 - (d) provide a system that promptly deals with employer and employee problems;
 - (e) resolve employer-employee problems at the lowest level;
 - (f) achieve industrial harmony;
 - (g) encourage improvement in individual conduct and performance.

Application and scope of the code

5. This code shall apply to all permanent, contract and casual employees in grades contained in the First Schedule of the Brickmaking and Clay Products Industry of Zimbabwe Collective Bargaining Agreement (CBA) Statutory Instrument 13 of 2006 as may be amended from time to time.

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Duration

6. This employment code of conduct shall remain in force until modified, revised, amended or repealed by the National Employment Council for the Brickmaking and Clay Products Industry of Zimbabwe and registered in terms of the Act.

Objectives of the code

7. (1) The objectives of this code shall among other issues include the following—

- (a) to promote machinery for careful investigation of offences before corrective or disciplinary action can be administered;
- (b) to ensure consistent, prompt, fair and just administration of discipline;
- (c) to provide both employers and employees with a mutually acceptable code of conduct which furthers the interests of both parties;
- (d) to ensure equating an offence to the resultant corrective action allowing for mitigation and aggravating factors;
- (e) to ensure that the principles of natural justice are adhered to;
- (f) to promote, advance social justice and democracy at the work place and ensuring just, effective and expeditious resolutions of disciplinary action and grievances;
- (g) to provide guidelines on procedural and substantive fairness and justice in handling disciplinary matters at the work place;
- (h) to provide employees with a mechanism and guidelines to seek redress of their grievances at the lowest level and in a prompt manner.

Basic principles of the code

8. This code is based on the following basic principles —

- (a) to establish the facts to the effect that, no disciplinary action and grievance resolution will be taken until the matter has been fully investigated;
- (b) to deal consistently and fairly with disciplinary and grievance issues at all levels;
- (c) to comply with the principles of natural justice that is at every stage the employee should be advised of the nature of the complaint, be given the opportunity to state his or her case, and be represented by a person of his or her choice and the employer should be given enough opportunity to lay down his or her case against an employee;
- (d) any party has a right to appeal to an appropriate level against any decision made or taken against it in terms of the code;
- (e) an employee shall have the right to be represented at a disciplinary or grievance hearing by a fellow employee, workers committee

representatives, trade union official or a legal practitioner at the employee's expense;

- (f) to comply with the provisions of the code and the Act in dealing with all issues;
- (g) to promote sound industrial relations through mutual consultation, trust and cooperation between employers and employees;
- (h) that any accused employee is innocent until proven guilty in terms of this code;
- (i) that there is need for the employer to take all actions to minimise the commission of offences by his or her employees;
- (j) that impartiality should be observed.

Duties and rights of parties

9. (1) Employees and employee's organisation shall have the following rights and duties in terms of this code—

- (a) to work with employers in establishing industrial relations principles subject to the provisions of labour regulations;
- (b) to know the standards of conduct and performance expected of them by their employers;
- (c) to ensure that they comply with all laws, collective bargaining agreements and other applicable instruments;
- (d) to ensure that they understand the nature and extent of their legal rights and duties in terms of the Act, code and applicable statutes;
- (e) to familiarise themselves with the provisions of this code;
- (f) to act in good faith with employers;
- (g) to inform employers of their grievances;
- (h) to receive just, open and consistent treatment from employers;
- (i) to appeal against any disciplinary action taken against them by employers;
- (j) to appeal against any determination made on their grievances;
- (k) to be represented, at own arrangement by a fellow employee of own choice, workers committee member, registered trade union official or a legal practitioner;
- (l) to call and cross examine witnesses;
- (m) to address in mitigation before a penalty is imposed;
- (n) to be informed of the reasons for a decision;
- (o) through employee representatives, to participate in amending the code;

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- (p) to comply with the various employment rules and procedures;
- (q) carry out their contractual duties and responsibilities and follow all reasonable, lawful instructions given to them.

Rights and duties of employers and employer organisations

10. Employers and employers' organisations shall have the following rights and duties in terms of this code—

- (a) maintain fair, just and consistent discipline;
- (b) ensure that all employees are aware of the standards of acceptable behaviour expected of them at the work place;
- (c) to develop, jointly with worker representatives industrial relations principles in terms of this code and relevant regulations;
- (d) to comply with all laws, collective bargaining agreements and other applicable instruments;
- (e) to ensure that all employees are familiar with the provisions of this code and other instruments governing employment;
- (f) to advise, counsel, reprimand and discipline employees in terms of this code;
- (g) to set standards of conduct and performance for employees;
- (h) maintaining and exercising discipline in accordance with the provisions of this code and any other relevant enactment;
- (i) promptly and fully resolving employees' grievances;
- (j) ensure that employees are provided with an enabling working environment;
- (k) through employer representative to participate in amending this code;
- (l) to advise or take the appropriate action where the employer considers that an employee's behaviour or performance is unacceptable or unsatisfactory;
- (m) to call witnesses to testify on its behalf and cross examine witnesses against them;
- (n) to ensure that employees have received the necessary training on the provisions of this code.

Establishment of committees

11. (1) For the purposes of administering this code in the industry there shall be the following committees/institutions—

- (a) Designated Agent;
- (b) Works Council;

- (c) Disciplinary committee;
- (d) Appeals committee;
- (e) NEC appeals committee;

Disciplinary procedure

12. Where an employer has good cause to believe that an employee has committed a misconduct under this Code, and the employee's presence might jeopardise investigations, the employer may suspend such employee with or without benefits for a period not exceeding **14 days** and shall forthwith serve the employee with a letter of suspension with reasons and conditions of suspension. Suspensions should be signed off by the head of department of the accused employee.

Where the party is exonerated, he or she will be paid for the shifts/days during which he or she was laid off. If found guilty, the employee will be paid up to the last date physically worked. The head of department shall be the complainant in disciplinary cases.

Composition and function of the disciplinary committee

13. (1) Composition: All hearings will be conducted by a disciplinary committee which will be chaired by a managerial employee.

The committee will be composed of:

- Chairperson;
- two management representatives;
- two workers committee representatives;
- Secretary from human resources department.

Another human resources officer or assistant will also attend the hearings in an advisory capacity but has no voting rights.

2. Functions of disciplinary committee: The disciplinary committee shall exercise the following function—

- (a) to hear and determine disciplinary cases in terms of this code;
- (b) to ensure the observance of time limits in hearing and determining cases;
- (c) to ensure that the parties have been accorded enough opportunity to state their cases adequately;
- (d) to ensure that justice is done accordingly and that all parties are represented as they wish;
- (e) to ensure that disciplinary cases are disposed in an impartial manner;

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- (f) to ensure that the hearing process is done in a systematic and orderly manner;
- (g) to record and keep record of the proceedings.

Composition and functions of the Appeals Committee at the workplace

14. (1) Composition: Any employee who is aggrieved with the decision of the disciplinary committee will appeal to the Appeals Committee within four working days from the date of the receipt of the penalty.

Notice of appeal should come through the human resources manager.

The appeals committee may call for a hearing to hear the appeal or decide it on record.

The committee shall consist of the following:

- The Chief Executive Officer or his or her appointee shall chair the meeting;
- Human resources section manager or his or her representative shall be secretary of the committee;
- two workers committee members including the chairman, provided that they were not part of the disciplinary committee.

The appeals committee shall conclude the appeal within ten (10) working days from the date the appellant lodged his complaint. It shall be the function of the human resources division to notify the appellant of the decision made which decision shall be final and binding.

(2) Functions of the appeals committee: The appeals committee shall exercise the following functions—

- (a) to hear and determine appeals in terms of this code;
- (b) to review decisions of the disciplinary committee/disciplinary officer in receipt of such application;
- (c) on conclusion of an appeal the committee may confirm, vary, reverse or set aside the decision of the disciplinary committee or disciplinary officer and substitute with own decision.

The Composition and dunctions of the NEC Appeals Committee

15. (1) Composition: The NEC Appeals committee shall be constituted as follows:

- chairman of the committee;
- three representatives of the employers organisation;
- three representatives of the trade union;
- General Secretary shall be the secretary of the committee.

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(2) Functions: The NEC appeals committee shall exercise the following functions—

- (a) to hear and determine appeals in terms of this code;
- (b) to review the decisions of the workplace Appeals Committee referred to it in terms of this code;
- (c) when handling an appeal the committee may call the appellant or decide the case on record;
- (d) in determining an appeal the committee may confirm, vary, reverse or set aside the decision of the appeals committee and substitute with its own decision.

The functions of the works council

16. (1) It is imperative that wherever possible and in respect of workers committee guidelines employees form workers committee at their establishments for the purposes of creating democratic, just and sound industrial relations.

(2) For the purpose of this code, the works council shall hear and resolve employees' group grievances in terms of this code.

The functions of the designated agent

17. The designated agent shall exercise the following functions —

- (a) receive appeal cases on behalf of the NEC Appeals Committee and cause the Appeals Committee to dispose the matter in terms of this code;
- (b) communicate with the parties and ensure that all necessary documents and notifications are properly served;
- (c) advise employers and employees on the general application of this code.

Disciplinary hearing procedure guidelines

18. The following guiding procedures may be adhered to at the hearing and the chairperson of proceedings shall—

- (a) introduce everybody and must explain the reasons for the set down;
- (b) the chairperson shall ensure that the disciplinary committee is properly constituted;
- (c) read the employee's rights and ensure that they are understood;
- (d) read and state the charge against the employee and ask the complainant to confirm the statement;
- (e) read the accused employee's response to the charges and ask him or her to confirm the statement and whether he or she pleads guilty to the charges;

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- (f) invite the complainant to state his or her case against the accused employee;
- (g) permit the accused employee to cross examine the complainant;
- (h) the committee may also cross examine the complainant at this stage;
- (i) the accused employee to give his or her side of the case;
- (j) complainant to cross examine the accused;
- (k) the disciplinary committee/disciplinary officer to cross examine the accused employee;
- (l) witnesses are called one by one to give evidence after which the accused employee or the complainant and the committee/officer may cross examine the witnesses;
- (m) ask the complainant and the accused employee to leave the room to allow the committee/officer to consider all the evidence prior to giving a verdict at the end of the disciplinary hearing;
- (n) the committee must arrive at the decision, i.e. whether the employee is guilty or not;
- (o) the decision shall be reached by consensus or by majority vote and in the event of a tie the chairperson of the committee shall have a casting vote;
- (p) if the employee is found guilty the committee or disciplinary officer shall invite the accused to give mitigation factors before the ultimate penalty;
- (q) once the decision has been reached the accused employee and complainant must be notified of the decision in writing;
- (r) the right of appeal and time frames should then be communicated to the accused.

The Hearing Levels

Supreme Court

Labour Court

NEC Appeals Committee (NEC level)

Appeals Committee (Company level)

Disciplinary Committee (Company level)

Immediate Supervisor/Manager (Company level)

Offences and penalties

19. A penalty to be imposed to any employee for an offence in terms of this code shall be administered in terms of the First Schedule to this code.

Disciplinary procedures

20. (1) As far as is possible similar offences committed in similar circumstances should be treated equitably through the award of similar penalties allowing for mitigation and aggravating circumstances.

(2) For the purpose of this code, the disciplinary process commences at the point when the alleged offender receive the formal letter of suspension.

Verbal warnings

21. (1) When the offence warrants a verbal warning the supervisor or manager shall —

- (a) convene a formal meeting with the employee;
- (b) outline the case against the employee and why he or she is of the opinion that an offence has been committed;
- (c) give the employee the opportunity to answer the allegations made against him or her and to justify his or her actions, if any.

(2) The supervisor or manager shall then consider all the evidence, including the representations made by the employee, and make a decision regarding whether the employee should receive a verbal warning or not.

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(3) In the event that the supervisor or manager decides that the employee should receive a verbal warning he or she shall sign a note to that effect giving his or her reasons which shall be lodged in the employee's personal file.

(4) The decision shall be communicated to the employee in writing.

First written warnings, final written warnings and dismissal

22. (1) Where an employer has good cause to believe that an employee has committed an offence warranting a first written warning or a final written warning or a dismissal in terms of this code the employer may—

- (a) suspend such employee with or without pay and benefits and shall forthwith serve the employee with a letter of suspension detailing the reasons and grounds of the suspension;
- (b) upon serving the employee with the suspension letter as detailed above, the employer shall cause, within 14 days, investigate the matter fully, conduct a hearing and make an appropriate determination into the alleged misconduct of the employee and, may, depending on the circumstances of the case—
 - (i) serve a notice, in writing on the employee concerned removing the suspension and reinstating such employee on full pay and benefits if the grounds of suspension are not proved;
 - (ii) a determination or order served in terms of this code shall provide for back pay and benefits from the time of the summary suspension.

(2) At the hearing, an employee shall have the right to—

- (a) at least three working days' notice of the proceedings in "**Form C 1**" against him or her and the charge he or she is facing;
- (b) appear in person before the company or organisation's disciplinary committee or disciplinary officer as the case may be and be represented by either a fellow employee, workers committee member, trade union official/officer or a legal practitioner;
- (c) call witnesses and have them cross examined;
- (d) be informed of the reasons for a decision;
- (e) address in mitigation before the ultimate penalty is imposed.

(3) After the hearing has been concluded the disciplinary committee or disciplinary officer shall consider all the evidence and make a decision.

(4) The dismissal penalty to be imposed for any offence is not obligatory but is meant as a guide to the employer, the employer may; at his or her discretion apply a lesser penalty.

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Appeal procedure

23. (1) An employee shall have the right to appeal within the time limits stipulated in paragraph 24.

(2) The late noting of an appeal shall only be condoned by the appropriate appeals authority if good and sufficient reasons exist.

Appeal against first written warning, final written warning or dismissal

24. (1) An employee has a right to appeal to the appeals committee or the head within seven working days after receipt of written notification of the decision made by either the disciplinary committee or the disciplinary officer.

(2) The notice of appeal shall be submitted to the human resources department in “**Form C 2**”.

(3) The appellant shall state clearly his or her grounds for appeal in writing.

(4) In the event that the appeals committee decides to call for a hearing, the appeal hearing must be conducted according to the procedures for disciplinary hearings except that it need not be necessary to re-hear all the previous statements as the information needed can be obtained from the minutes or recording of the original hearing.

(5) The human resources department shall ensure that the following documents are copied and made available to the appeals committee members/ appeals officer—

- (i) the record of disciplinary proceedings and decision;
- (ii) all documents relating to the case;
- (iii) the notice of appeal/letter of appeal and statement.

(6) The appeal must be heard and concluded within seven working days of lodging of the appeal by the employee.

(7) An employee or employer who is aggrieved by the determination of the appeals committee/head may appeal to the NEC appeals committee.

(8) The appeal to the National Employment Council for the Brickmaking and Clay Products Industry Appeals Committee mentioned in subsection (7) must be noted within seven working days in “**Form D. 1**”.

(9) When noting an appeal to the NEC appeals committee, the appellant shall complete Form D. 1 hereafter referred to as the appeals form and attach all relevant documents and deliver it to the Designated Agent.

(10) The designated agent shall upon receipt of the appeal documents call the NEC appeals committee to meet and dispose the case.

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(11) An appeal of the decision of the NEC Appeals Committee shall lie with the Labour Court.

Grievance procedures

25. (1) It is acknowledged that grievances arise amongst employees and that management is responsible for attempting to resolve the grievances of employees in a spirit of harmony, understanding and co-operation.

(2) The “**Form D. 2**” shall be used for any grievance at any level except to the Labour Court.

Individual grievances

26. An employee shall have the right to have their individual grievances resolved by pursuing the following procedures: In the event that it is not possible to follow the steps as set out below because of the reporting structure of the organisation the matter will commence at step 4.

Step 1: To immediate supervisor or manager

The employee will in the first instance discuss the matter with his or her immediate supervisor or manager. The immediate supervisor or manager shall give a decision concerning the grievance within two working days of the matter being referred to him or her.

Step 2: To the immediate superior of the employees’ supervisor or manager (herein referred to as the superior)

If the employee is not satisfied with the decision of his or her immediate supervisor or manager he or she shall have the right to refer the grievance to the superior. This shall be done in writing within two working days of the decision having been communicated to him or her. The superior shall resolve the grievance within a further two working days.

Step 3: To the head of Department

If the employee is not satisfied with the decision of the Superior he or she shall have the right to refer the grievance to the head of department. This shall be done in writing within two working days of the decision having been communicated to him or her. The head shall resolve the grievance within a further three working days.

Step 4: To the National Employment Council for the Brickmaking and Clay Products Industry (NEC)

If the employee is not satisfied with the decision of the head he or she shall

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have the right to refer the dispute to the NEC designated agent who shall dispose the matter in terms of the Act.

Group grievances

27. Grievances in which more than one employee are directly involved shall be resolved using the following procedures:

Step 1: To the human resources manager/senior in that department (herein referred to as the human resources)

In the first instance employees shall refer their grievances to human resources. Human resources shall resolve the grievances within three working days.

Step 2: To the works council

If the employees are not satisfied with the decision of the human resources they shall have the right to refer their grievances to the works council. The works council shall resolve the grievances within three working days.

Step 3: To the head of department

If the employees are not satisfied with the decision of the works council they shall have the right to refer their grievances to the head. This shall be done in writing within two working days of the decision having been communicated to them. The head shall resolve their grievances within a further three working days.

Step 4: To the National Employment Council for the Brickmaking and Clay Products Industry (NEC)

If the employees are not satisfied with the decision of the Head they shall have the right to refer their dispute to the NEC designated agent who shall dispose the dispute in terms of the Act.

Collective job action

28. Inciting and or taking part in unlawful job action as defined in the Act shall be dealt in terms of the Act.

General notes

29. (1) Where there is no workers committee, the employer shall appoint any person in his or her employment as a disciplinary officer.

(2) The human resources representative may attend the disciplinary hearing to take minutes of the proceedings and not as a member of the committee.

Collective Bargaining Agreement: Brick Making and Clay Products Manufacturing Industry

- (3) The human resources representative shall advise the committee or the disciplinary officer on the provisions of the code and relevant statutes to be applied and ensure that the disciplinary process is fair, just and impartial.
- (4) The appeals committee shall be comprised of members who did not sit or participate at the disciplinary stage and no member of the trade union or employers association could constitute the appeals committee for a matter from an employer where he or she is employed.
- (5) Disciplinary action should be initiated as soon as possible after discovery that an employee is alleged to have committed a disciplinary offence and should be concluded within the stipulated time frames.
- (6) Any penalty already in force may be taken into account in determining the penalty for a subsequent offence.
- (7) The issuing of verbal or written warning and counselling is corrective and educational measure.
- (8) A grievance procedure should operate on a sound principle of examining the issue at hand and not the person.
- (9) There is need to investigate real causes of grievances and not to resort to short term measures and solutions.
- (10) Impartiality should be observed.
- (11) There should be a clear channel for expressing grievances and ensure speedy resolution of such grievances.

Declaration

The Trade Union and the Employers Association having arrived at the agreement on the Code of Conduct and Grievance Handling Procedures set forth herein, the undersigned officers hereby declare that the foregoing is the National Employment Council for the Brickmaking and Clay Products Industry Code of Conduct and Grievance Handling Procedures arrived at and affix their signatures hereto.

Signed at Harare on behalf of employees and employers on this 7th day of April, 2020.

D. ZISWA,
for: Brick and Clay Products Employers of Zimbabwe.

P MANYEMWE,
for: Brick and Clay Products Workers Union of Zimbabwe.

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J. MUTARE,
Chairman, National Employment Council for Brickmaking and Clay Products
Industry.

T. T. MAKAVANI,
General Secretary for the National Employment Council for the Brickmaking
and Clay Products Industry.

FIRST SCHEDULE

OFFENCES AND PENALTIES

Penalties

The time periods for validity of offences are as follows —
Verbal warning—three months
1st written warning—six months
2nd written warning—nine months
Final written warning—twelve months

A

Minor acts of misconduct or omission	First offence	Second offence	Third offence	Fourth offence
1. Poor time keeping, reporting to work late by more than 15 minutes	Verbal Warning	1 st written Warning	2 nd Written Warning	Final Written Warning
2. Leaving work station early before knock off time and without authorised permission.	Verbal warning	1 st written warning	2 nd written warning	Final written warning
3. Extended and unauthorised breaks during working hours	Verbal warning	1 st written warning	2 nd written warning	Final written warning
4. Laziness	Verbal Warning	1 st Written Warning	2 nd Warning	Final written warning

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B

Intermediate acts of misconduct	1 st Offence	2 nd Offence	3 rd Offence	4 th Offence
1.Reporting for work late without permission/valid reason or leaving work early without permission/valid excuse	1 st Written Warning	2 nd Written warning	Final Written Warning	Dismissal
2. Sleeping during normal working hours, where the employee is not a danger to himself, others or machinery	1 st Written warning	2 nd written warning	Final written warning	Dismissal
3. Minor loss through negligence, damage or misuse of company property	1 st written warning	2 nd written warning	Final written warning	Dismissal
4. Failure to wear protective clothing or equipment when it is made available.	1 st written warning	2 nd written warning	Final written warning	Dismissal
5. Unsatisfactory work, negligence and inefficiency in performing one's tasks	1 st written warning	2 nd written warning	Final written warning	Dismissal
6. Use of verbal or written abusive language including hate speech or discrimination for any race, tribe or gender.	1 st written warning	2 nd written warning	Final written warning	Dismissal
7. Absence from work for one or two days without official leave of absence	1 st written warning	2 nd written warning	Final written warning	Dismissal
8. Abuse of office or privileges	1 st written warning	2 nd written warning	Final written warning	Dismissal
9. Deliberate violation of health and safety regulations at the workplace	1 st written	2 nd written warning	Final written warning	Dismissal
10. Failure to report to authorities, any accident, injury or damage to property	1 st written warning	2 nd written warning	Final written warning	Dismissal
11. Breaking of confidentiality where one is doing so outside the discharge of his or duties.	1 st written warning	2 nd written warning	Final written warning	Dismissal

C

Serious acts of misconduct	1st Offence	2nd Offence
1. Non-compliance with standing orders and approved standards at the workplace, resulting in sub-standard output or failure to meet targets.	Final written warning	Dismissal
2. Absenteeism from work without leave of absence for four working days or shifts.	Final written warning	Dismissal
3. Insubordination	Final written warning	Dismissal
4. Possessing or taking illicit drugs	Final written warning	Dismissal
5. Consumption of alcohol or reporting for duty under the influence of alcohol	Final written warning	Dismissal
6. Abusing a company vehicle or carrying of unauthorised passengers in a company vehicle.	Final written warning	Dismissal
7. Negligence resulting in serious loss of company property or equipment.	Final written warning	Dismissal
8. Violating safety or security rules or measures with serious consequences	Final written warning	Dismissal
9. Behaving in a manner which endangers the safety or health of others at the workplace.	Final written warning	Dismissal
10. Unauthorised use of company premises, vehicles and property	Final written warning	Dismissal
11. Conducting a transaction with a client in a rude manner, threatening or shouting at a client.	Final written warning	Dismissal

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D

Very Serious Acts of Misconduct	1st Breach
1. Refusing to permit security staff to search a bag, briefcase, vehicle or other receptacle when they have cause for wanting to do so or authority to do so.	Dismissal
2. Renewing a contract or signing a contractual agreement without the authority to do so.	Dismissal
3. Giving or attempting to give any form of bribe to induce any person to perform any corrupt act.	Dismissal
4. Receiving or attempting to receive any form of bribe as an inducement for performing any corrupt act	Dismissal
5. Deliberately giving untrue, erroneous or misleading information or testimony whether verbally or in writing.	Dismissal
6. Falsifying or unauthorized alteration of any company documents.	Dismissal
7. Dishonesty towards company, fellow members of staff or members of the public	Dismissal
8. Failing to declare an interest in any transaction involving the company in circumstances where a personal advantage or advantage for a close relative or friend could be gained from the transaction	Dismissal
9. Theft	Dismissal
10. Embezzlement	Dismissal
11. Extortion	Dismissal
12. Fraud	Dismissal
13. Forgery	Dismissal
14. Failure to fulfill the express or implied conditions of the contract of employment or any breach of the employment contract	Dismissal
15. Disclosing to an unauthorized person confidential information about the company, the company's clients or business associates	Dismissal
16. Gaining access or attempting to gain access to information held by the company without the necessary authority	Dismissal

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17. Undertaking outside work or activity which is prejudicial to the company including work for an employer in competition in an area with the company	Dismissal
18. Sexual Harassment	Dismissal
19. Distributing habit forming or illegitimate drugs.	Dismissal
20. Riotous behaviour or engaging in any unlawful job action	Dismissal
21. Wilful disobedience to a lawful order/instruction given by a person in authority	Dismissal
22. Insubordination	Dismissal
23. Lack of skill which the employee expressly or impliedly held himself or herself out to possess	Dismissal
(k) Assault of fellow staff, management or any other people within the company premises.	Dismissal
(l) Drunkenness	Dismissal
(j) Wilful and unlawful loss/damage of the Company's property.	Dismissal

SECOND SCHEDULE

"Form C1"

NOTICE TO ATTEND DISCIPLINARY HEARING

(To be issued at least three days prior to the hearing)

To be completed in duplicate.

From:..... To:

(Supervisor/Manager) (Employee's name)

You are required to attend a disciplinary hearing for which it is alleged that....

(Detailed charges can be attached to this form)

The hearing will be held on..... Time:

Venue:.....

You have the right to be represented by a fellow employee, a workers committee member, trade union official/representative or a legal practitioner of your choice if you so wish. Further you have the right to call witnesses and have them cross examined or lead evidence.

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Products Manufacturing Industry

Signed:

(Supervisor/Manager)

You are required to acknowledge receipt by signing below. Return one copy.

Signed:..... Date:.....

(Employee's signature)

Signed:

(Human Resources Official)

NB: If you do not attend the hearing after receiving this notification at the time and place notified, the hearing may proceed without you to the possible detriment of your interests

Form C 2

To be completed in triplicate.

One for the respondent, one for the appellant and one for employee's personal file.

TO:

The Appeals committee/Appeals officer

Note: This is an appeal, at company level, made against a determination made by the disciplinary committee/disciplinary officer in terms of the National Employment Council for Brickmaking and Clay Products Code of Conduct

Full name of appellant:.....

Contact address and telephone:.....

Department/Division/Branch:.....

Appellant's job title:.....

Grade:.....

Offence/misconduct:.....

Determination:.....

Reasons/grounds of appeal (attach documents if space is required):.....

.....I wish the following persons to be summoned as witnesses:

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Name:

(i)

(ii)

(iii)and the following documents to be produced

Signature of appellant:..... Date:.....

Signed:..... Date received:.....

(Human Resources Official)

APPEALS FORM

Form D 1

To be completed in triplicate.

One copy for the NEC, one copy for the respondent and one copy for appellant

To: The NEC Brickmaking and Clay Products Sector Appeals Committee

Note: This is an appeal against a determination in terms of the National Employment Council for the Brickmaking and Clay Products Code of Conduct

Full name of appellant:.....

Contact address and telephone:.....

Full name of respondent:.....

Contact address and telephone:.....

Appellant's job title:.....

Grade:.....

Date engaged:.....

Grounds of appeal:.....

(Also see attached)

Dated at Harare this..... day of..... 20.....

Signed:.....

FOR NEC STAMP ONLY

Collective Bargaining Agreement: Brick Making and Clay
Products Manufacturing Industry

GRIEVANCE FORM

Form D 2

To be completed in triplicate if referring to D 2

To: The.....

**Note: This grievance is raised in terms of the National Employment Council
For Brickmaking And Clay Products Industry Code of Conduct**

Full name of employee raising the grievance:.....

Contact address and telephone:.....

Name of employer:.....

Full name of immediate superior:.....

Designation:.....

Grade of employee raising grievance:.....

Date Engaged:.....

Summary details of grievance:.....

Dated at Harare this..... day of..... 20.....

Signed:.....

FOR NEC STAMP ONLY

Resolved:.....

Unresolved:..... Date:.....

Signed:

Norton (Noise Control) By-laws, 2020

ARRANGEMENT OF SECTIONS

Section

1. Title.
2. Interpretation.
3. Application.
4. Suppression of noise.
5. Regulation of noisy business, trade and machinery.
6. Temporary noise permit.
7. Powers of the Director.
8. Obstruction.
9. Impoundment of equipment, gadgets and equipment.
10. Disposal of unclaimed equipment, gadgets and machinery.
11. Offences and penalties.

FIRST SCHEDULE: Noise control offences and penalties.

IT is hereby notified that the Minister of Local Government and Public Works has, in terms of section 229 of the Urban Councils Act [*Chapter 29:15*], approved the following by-laws: —

Title

1. These by-laws may be cited as the Norton (Noise Control) By laws, 2020.

Application

2. These by-laws shall apply to the council area of the Norton Town Council.

Interpretation of terms

3. In these by-laws —
“authorised person”, means any person employed or delegated by council to carry out any of the functions prescribed in these by-laws;

Norton (Noise Control) By-laws, 2020

“council” means, the Norton Town Council;

“director” means, the Director of Housing and Community Services;

“permit” means a noise permit issued by the Director in terms of these by-laws;

“public street” includes any road, street, thoroughfare, greenway, land, footpath, open space or bridge to which the public has access;

“public place” means any street alley, park, public building, shopping centre, Central Business District, any place of business or assembly, open to, on frequented by the public and any other place which is open to the public view, or to which the public has access;

“scheme” means a scheme as defined in the Regional, Town and Country Planning Act [*Chapter 29:12*],

Suppression of noise

4. Subject to the provisions of section 6 no person shall—

- (a) operate or cause or permit to be operated any wireless, loudspeaker, gramophone, record-player, amplifier, musical instrument or similar device so as to disturb or interfere with the rest, peace or tranquillity of any occupier of premises in the neighbourhood or in any public street, or in any public place; or
- (b) operate, or cause, or permit to be operated for the purpose of advertising, any wireless, loudspeaker, gramophone, record-player, amplifier, musical instrument or similar device in the neighbourhood in or adjacent to any public street or public place, without the prior written consent of the council; or
- (c) make any noise or disturbances, by shouting, yelling or blowing upon any wind instrument, beating upon any drum or other instrument, article or device, or by any other means, which cause the noise or disturbs or interferes with the rest, peace or tranquillity of any occupier of premises in the neighbourhood or in any public place or public street; or

- (d) operate or cause to or permit to be operated any model aeroplane, steam or diesel powered model locomotive, model car, or other similar machine; or contrivance hereby the noise or disturbances in such as to disturb or interfere with the rest, peace or tranquillity of any occupier of premises in the neighbourhood or in any public place or public street; or
- (e) ring bell, sound a horn, blow whistle or a musical or other instrument or shout in any public street or public place or in the neighbourhood for the purpose of hawking, selling or distributing any article or thing whatsoever, or for advertising any entertainment, to the annoyance, disturbance or inconvenience of any occupier of premises in the neighbourhood or in any public place or in any public street; or
- (f) operate, or cause or permit to be operated, on any land zoned for residential, general residential or special residential purposes in any scheme/any power driven grass cutting or hedge-cutting machine; or
- (g) keep, or cause or permit to be kept, any bird or animal which, by reason of continued or repeated crowing, screeching, barking or whining, or other noisy or troublesome habits, causes annoyance, disturbance or inconvenience to any occupier or premises in the neighbourhood or public place.

Regulation of noisy businesses, trades and machinery

5. (1) Subject to the provisions of subsections (2) and (3), no person shall, other than on land zoned for industrial, light industrial or special industrial purposes in any scheme, on a Sunday or public holiday, or before the hour of 7.00 a.m. or after the hour of 6.00 p.m. on any other day—

- (a) carry on, or cause or permit to be carried on, any business, trade or industry; or
- (b) use, or cause or permit to be used, in the course of building, demolition or excavation operations, any machine, machinery, engine, apparatus, tool or contrivance, whether powered or not;

which disturbs, or which is likely to disturb, the rest, peace and tranquillity of any occupier of premises in the neighbourhood or in any public place or public street.

(2) The prohibition contained in subsection (1) shall not apply in circumstances in which the carrying on of such business, trade or industry, or the use of such machine, machinery, engine, apparatus, tool or contrivance, is urgently necessary—

- (a) to preserve the life, safety or health of any person; or
- (b) to preserve property; or
- (c) to maintain essential services.

(3) The council may, for good cause, on the written request of any person, grant whole or partial exemption from the prohibition contained in subsection (1), and may—

- (a) attach to any such exemption such conditions as it considers desirable; and
- (b) withdraw such exemption at any time by notice, in writing.

Temporary noise permit

6. (1) In this section—

“community event” includes any wedding, party, church service, awareness campaign or any such gathering where people are likely to congregate in huge numbers;

“promotional event” means any event done at a public place, public street or in the neighbourhood to promote a business or event to a target audience.

(2) Any person may submit an application for a temporary noise permit for a community event or promotional event.

(3) The application made in terms of subsection (2) shall be made in writing to the Director and shall contain the following—

- (a) name and address of the applicant; and
- (b) description of the event; and
- (c) location of the event; and

- (d) a description of the source of sound and level of sound for which the temporary noise permit is sought; and
- (e) times of day and the period of time (not in excess of six (6) months for which temporary noise permit shall be granted.

(4) An application made in terms of subsection (1) above shall be accompanied by such application fee as may from time to time be prescribed by council.

(5) Upon the application being granted, the applicant shall pay such Temporary Noise Fee as may from time to time be prescribed by council.

(6) The Director shall issue a Temporary Noise Permit for a period not exceeding six (6) months to the applicant of a Temporary Noise Permit who has paid application fee prescribed in subsection (4) and Temporary Noise Fee prescribed in subsection (5).

Powers of the director

7. (1) In making his or her determination in terms of section 6 above, the Director shall—

- (a) determine whether the event falls within the definition of community or promotional event; or
- (b) consider any negative effects of the issuance of the Temporary Noise Permit may have on neighbouring properties of the Council area; or
- (c) consider any benefits on the issuance of the Temporary Noise Permit may have for the neighbouring properties or the Council area.

(2) Where the Director has made a decision in terms of subsection (1), he or she shall give written notice of the decision to the applicant by regular mail to the last known address of the applicant.

(3) The notice given in terms of subsection (3) shall—

- (a) set out the grounds of the decision; and
- (b) give reasonable particulars of the grounds.

Norton (Noise Control) By-laws, 2020

(4) Any person aggrieved by the decision of the Director may appeal to the Administrative Court within twenty-one (21) days from the date such decision complained of was given.

(5) The Director shall cancel a permit if the holder is penalised for any contravention of the provisions of these by-laws.

(6) Any permit cancelled in terms of subsection (5) shall not be renewed until a period of one (1) year has lapsed from the date of cancellation.

(7) Where the permit is cancelled in terms of subsection (5), the holder shall return the permit to the Director within forty-eight (48) hours of being given notice of such cancellation.

(8) Any person who fails to comply with the notice stated in subsection (7) above shall be guilty of an offence and liable to a fine not exceeding level 5.

Obstruction

8. No person shall hinder or obstruct an authorised person from carrying out any of the functions prescribed in these by laws.

Impoundment of equipment, gadgets and equipment

9. (1) An authorised person may impound any equipment, gadget, vehicle or machinery used in contravention of any provision of these by-laws.

(2) The equipment, gadgets, vehicle or machinery so impounded shall be taken to a secure compound designated for such purpose by council.

(3) The equipment so impounded shall only be released upon the owner paying the prescribed penalty and such removal and storage charges as prescribed by council from time to time.

Disposal of unclaimed equipment, gadgets and machinery

10. (1) For any equipment, gadget, vehicle or machinery impounded in terms of section (9) which remain unclaimed for a period of thirty (30) days from date of impoundment, council shall

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publish in an newspaper of wide circulation within the council area a list of impounded equipment which remain unclaimed for a period of thirty (30) days from the date of impounding, gadgets, vehicles or machinery and advise the owners to claim the same within thirty (30) days.

(2) Council shall sell by public auction any equipment, gadgets, vehicles or machinery that remain unclaimed thirty (30) days after the notice has been published.

(3) Council shall deduct its charges from the proceeds of the sale of unclaimed equipment, gadget or machinery and the balance (if any) shall be paid to the owner within thirty (30) days from the date on which the owner submits to council a written request for such payment.

(4) Council shall operate a special account into which money realised from the sale of unclaimed equipment, gadgets or machinery shall be deposited.

(5) Any money not claimed within thirty (30) days after such sale shall be forfeited to Council.

Offences and penalties

11. Any person who contravenes any provision of these by-laws, or any condition attached to any exemption granted under subsection (3) of section 5, shall be guilty of an offence and liable to a fine not exceeding level 5.

FIRST SCHEDULE

NOISE CONTROL OFFENCES AND PENALTIES

<i>Item</i>	<i>Description of an offence</i>	<i>Penalty fee (Level)</i>
1	contravenes any condition attached to any exemption granted under section 5(3)	Level 2
2	contravenes or fails to comply with any condition attached to the issuance of a Temporary Noise Permit in terms of section 6	Level 3

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<i>Item</i>	<i>Description of an offence</i>	<i>Penalty fee (Level)</i>
3	knowingly makes a false statement in respect of any application in terms of these by-laws	Level 3
4	obstructs, hinders or interferes with an authorised person acting under power delegated to him or her, in the exercise of any power or the performance of any duty under these by-laws	Level 3
5	fails or refuses to furnish to an authorised person of the Council acting under power delegated to him or her, with any documentation or information required for the purposes of these by-laws or furnishes a false or misleading document or false or misleading information	Level 3
6	fails or refuses to comply with any instruction given in terms of or for the purposes of these by-laws	Level 3
7	pretends to be authorised person acting under power delegated to him or her	Level 2
8	forges any permit	Level 3
9	conducts community event or promotional event with an expired permit or without a valid permit	Level 2
10	with intent to deceive, alters or erases any part of a certificate or any entry lawfully made thereon	Level 3
11	intentionally produces or uses any fogged permit which has been unlawfully altered or from which erasures have been unlawfully made	Level 3
12	makes any unlawful entry on any Temporary Noise Permit	Level 3
13	except as may be authorised in terms of this by-laws, hires, lends, code transfers, or in any way whatsoever hands over a Temporary Noise Permit to a third party or any other person	Level 3
14	with intent to deceive, makes use for any purpose whatsoever of any Temporary Noise Permit issued in terms of this By-laws, or for any purpose of this By-laws which is not his or her own	Level 3

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<i>Item</i>	<i>Description of an offence</i>	<i>Penalty fee (Level)</i>
15	causes or incites another person to commit an offence in terms of these by-laws, or who being in a position of authority over another person permits or allows him or her to commit an offence	Level 2
16	fails to comply with the notice stated in section 7	(L)level 3

Collective Bargaining Agreement: Water Institutions and Ice
Blocs Manufacturing Industry

IT is hereby notified that the Minister of Public Service, Labour and Social Welfare has, in terms of section 80(1) of the Labour Act [Chapter 28:01], approved the publication of the Collective Bargaining Agreement set out in the Schedule registered in terms of section 79 of the Act [Chapter 28:01],

SCHEDULE

AGREEMENT NATIONAL EMPLOYMENT COUNCIL FOR
WATER INSTITUTIONS AND ICE BLOCS MANUFACTURING
INDUSTRY

COLLECTIVE BARGAINING AGREEMENT:
WATER INSTITUTIONS AND ICE BLOCS MANUFACTURING
INDUSTRY

(COUNCIL DUES, MINIMUM WAGE AND ALLOWANCES)

Made and entered in accordance with the Labour Act [Chapter 28:01], as amended from time to time, between the Zimbabwe Water Institutions and Ice Blocs Employers Association, of the one part (herein referred to as “the employer” or “the employer organisation”) and the Zimbabwe Water Institutions and Ice blocs Manufacturing Industry Workers Union (herein referred to as “the employees” or “the trade union”), of the other part, being parties to the National Employment Council for Water Institutions and Ice Blocs Manufacturing Industry(herein after referred to as “the Council”).

This agreement is endorsed by the employers and employees shall be deemed to have come into operation on the 1st of July, 2020.

Minimum wage

1. A minimum wage has been agreed of four thousand dollars (ZWL4000,00) for the industry. It is further agreed by the Council that the minimum wage of an employee will exclude any allowances that may be payable to an employee. In addition, it has been agreed

Collective Bargaining Agreement: Water Institutions and Ice Blocs Manufacturing Industry

that this does not preclude the employer and employee at company works council to improve the conditions of service.

Transport and housing allowances

2. Council agreed to a transport allowance of three hundred dollars (ZWL300,00) and a housing allowance of two hundred and twenty dollars (ZWL220,00) per month.

Transport and housing allowances will not be payable where an employer is providing transport and housing.

Council dues

3. (1) For the purpose of meeting expenses of the Council as referred in of the Councils constitution, every employer shall, with effect from 1st July, 2020, deduct from the monthly wage/salary of each of his/her permanent, seasonal, casual and fixed term contract employees, 1.5% per month and remit such deductions to NEC for Water Institutions and Ice Blocs Manufacturing Industry.

(2) To the amount deducted and remitted in terms of this clause, the employer shall also contribute 1.5% of the total monthly wages/salaries of all of his/her permanent, seasonal, casual and fixed term contract employees per month. Therefore, the total monthly contribution of employers and employees due to Employment Council for Water Institutions and Ice Blocs Manufacturing Industry shall be 3% of the monthly wages/salaries of all permanent, seasonal, casual and fixed term contract employees. The total amount shall be remitted to the Secretary of the Council in full, not later than the 5th day following the month of deduction, together with the dues form, payroll, and any other document prescribed by the Council from time to time.

Declaration

The employers' organisation and trade union having arrived at the agreement set forth herein, the undersigned hereby declare that the foregoing is the agreement arrived at, and affix their signatures thereto.

Signed at Harare on the 3rd of June, 2020.

C. MAKINA,
Chairman - National Employment Council for Water Institutions
and Ice Blocs Manufacturing Industry.

R. T. CHITAKATIRA,
for and on behalf of Zimbabwe Water Institutions and Ice Blocs
Employers Association.

J. CHIFAMBA,
for and on behalf of Zimbabwe Water Institutions and Ice Blocs
Manufacturing Industry Workers Union.

