



NATIONAL UNIVERSITY OF SCIENCE AND TECHNOLOGY

FACULTY OF THE BUILT ENVIRONMENT

DEPARTMENT OF CONSTRUCTION MANAGEMENT

PROFESSIONAL PRACTICE AND PROCEDURE

BCM 4201

Main Examination Paper

February 2025

This examination paper consists of **four (4)** pages.

Time Allowed: 3 hours

Total Marks: 100

**Special Requirements: Articles of Agreement and Conditions of Contract of 1985
Public Procurement and Disposal of Public Assets Act**

Examiner's Name: Architect E. Mpofu

INSTRUCTIONS

1. Answer **Question One** and any other **Three (3)**

MARK ALLOCATION

QUESTION	MARKS
1.	40
2.	20
3.	20
4.	20
5.	20
TOTAL	100

Question One (Compulsory)

- a) Ethics are essential in professional practice. Describe the following and give **one (1)** practical example to substantiate your answer:
- i. Values [3 marks]
 - ii. Ethical Theory [3 marks]
 - iii. Moral reasoning [3 marks]
 - iv. Morality in law [3 marks]
 - v. Standards [3 marks]
- b) Clearly and systematically, outline the procedure for the appointment of a Construction Manager by the Client. [5 marks]
- c) As a construction manager employed by NUST, you have engaged a Category A Contractor to execute works for a 3-storey Faculty of the Built Environment Block at the Main Campus in Bulawayo. The contractor agreed to undertake the works under supply and fix terms. He notifies you of foundation variations estimated at 5% of the contract sum. With reference to the **Articles of Agreement and Conditions of Contract of 1985** employed by the Government of Zimbabwe, (see attached extract herein). Advise the client. [10 marks]
- d) With reference to question (c) above, the Contractor writes to you claiming for an Extension of Time (EOT) based on the following:
- 43-day delay of payment of Interim Certificate No. 5 by the Employer.
 - 2 days observing the newly introduced Munhumutapa Holiday.
 - 4-day roof leak caused by heavy rainfall resulting in a damaged ceiling in the Office of the Executive Dean.

Using the relevant clause(s) as attached herein, write a professional response to the Contractor regarding his application for Extension of Time (EOT).

[10 marks]
[40 marks]

Question Two

- a) Briefly explain the roles and responsibilities of the following construction professionals:
- i. Construction Manager [3 marks]
 - ii. Quantity Surveyor [3 marks]
 - iii. Structural Engineer [3 marks]
 - iv. Architect [3 marks]
- b) The construction industry in Zimbabwe has various professional bodies regulating their respective professions. Typical examples are the Architects Council of Zimbabwe (ACZ), Zimbabwe Institute of Quantity Surveyors (ZIQS), the Engineering Council of Zimbabwe (ECZ) and the Zimbabwe Institute of Engineers (ZIE). Distinguish between a Council and an Institute. [4 marks]
- c) Apart from the above, describe the functions of any **four (4)** professional bodies, which regulate their members in the Zimbabwe construction industry. [4 marks]

[20 marks]

Question Three

- a) Using the **Public Procurement and Disposal of Assets Act [Chapter 22:23]** whose relevant extract is as attached herein, outline how you would procure consultancy services for a professional Quantity Surveyor. Justify your answer by choosing any **one (1)** method and quote from relevant clauses of this enactment. [8 marks]
- b) Your Client complains about the Quantity Surveyor whom you have commissioned. He instructs you to transfer the Quantity Surveyor's obligations to the Contractor. What is your response? [12 marks]

[20 marks]

Question Four

- a) Explain any **four (4)** tender procedures commonly used in the Zimbabwe construction industry. [8 marks]
- b) You have coordinated your design team in the design and technical documentation for a 12-storey hotel building whose proposed site is at corner Joshua Mqabuko Nkomo Street and 10th Avenue in Bulawayo. Explain any **four (4)** regulations that the design must comply with for building approval. Give examples to support your answer. [12 marks]

[20 marks]

Question Five

- a) You have been invited to lead in the crafting of a Project Management Act to be presented to the responsible Parliamentary Portfolio Committee in Harare.
- i. Outline the different professional categories of registration that you would recommend. [4 marks]
 - ii. Highlight any **four (4)** factors that the proposed Act would address regarding Conflict of Interest. [4 marks]
 - iii. State any **four (4)** powers of the Minister. [4 marks]
- b) Discuss any **four (4)** benefits of engaging a competent contractor in a construction project. [8 marks]
- [20 marks]**

END OF EXAMINATION

64 Selection amongst community service organisations method

(1) The selection amongst community service organisations method entails a process whereby all or most of the firms on the procuring entity's short-list consists of community service organisations because the service sought requires local participation and knowledge of local issues and community needs.

(2) Under the selection amongst community service organisations method, technical bids submitted shall be evaluated using criteria reflecting the unique qualifications of community service organisations, such as voluntarism, non-profit status, local knowledge, scale of operation, and reputation.

(3) Subject to subsections (1) and (2), section 60 ("Quality and cost based selection method") shall apply, with any necessary modifications, to the evaluation and selection of bids under the selection amongst community service organisations method.

65 Single-source selection method

(1) The single-source selection method entails a process whereby the procuring entity, without inviting competitive bids, selects a firm to provide a service even though other firms are available to provide the service.

(2) Under the single-source selection method, the procuring entity shall—

- (a) prepare written terms of reference, and request from prospective firms information regarding their qualifications, experience and competence; and
- (b) draw up a short-list of prospective firms; and
- (c) from the short-list, select the firm that the procuring entity considers has the most appropriate qualifications, experience and competence; and
- (d) invite the selected firm to submit a combined technical and financial bid; and
- (e) if the bid submitted by the selected firm is responsive and otherwise satisfactory, negotiate a procurement contract with that firm.

66 Selection of individual consultant method

(1) The selection of individual consultant method entails a process whereby the procuring entity, without inviting competitive bids, selects an individual person, rather than a firm that is an organisation or association, to provide a service even though other persons are available to provide the service.

(2) The procedure to be followed by a procuring entity when employing the selection of individual consultant method shall be the same as that for the single-source selection method set out in section 65.

PART IX**TRANSPARENCY AND INTEGRITY****67 Information to be given to rejected bidders**

(1) A procuring entity shall upon request, inform a bidder, promptly and in writing, of the reason for the rejection of the bidder's application to pre-qualify, or of the bidder's bid or quotation.

(2) Where a rejected bidder requests information during the fourteen-day period referred to in section 55(2) or 60(14), that period shall be extended until the information has been provided.

GOVERNMENT OF ZIMBABWE

Contract No. _____

ARTICLES OF AGREEMENT
and
CONDITIONS OF CONTRACT

(REVISED 1985)

for the erection of

SITUATED

AT

MINISTRY OF PUBLIC CONSTRUCTION AND NATIONAL HOUSING
HARARE

Access for Architect to Works

7. The Architect and/or his representative shall at all reasonable times have access to the Works and/or to the workshops or other places of the Contractor where work is being prepared for the Contract and in so far as work in virtue of any Subcontract is to be prepared in workshops or other places of a Subcontractor (whether or not a nominated Subcontractor as defined in Clause 22 of these Conditions) the Contractor shall also by a term in the Subcontract so far as possible secure a similar right of access to those workshops or places for the Architect and/or his representative and shall do all things reasonably necessary to make such right effective.

Clerk of Works

8. The Clerk of Works's duty shall be to act solely as Inspector on behalf of the Government and under the directions of the Architect, and the Contractor shall afford him every facility for the performance of that duty.

Ascertainment of Prices for Variations

9. No variation shall vitiate this Contract. All variations authorized by the Architect, or subsequently sanctioned by him, in writing, shall be measured and valued by the Quantity Surveyor, who shall give to the Contractor or his duly authorized representative an opportunity of being present at the time of such measurement and of taking such notes and measurements as the Contractor may require. The valuation of such variations, unless previously or otherwise agreed, shall be made in accordance with the following rules:—

- (a) The Prices in the original Bills of Quantities shall determine the valuation of extra work of similar character executed under similar conditions as work priced therein.
- (b) The said rates, where extra work is not of a similar character or executed under similar conditions as aforesaid, shall be the basis of prices for the same as far as may be reasonable; failing which, a fair valuation thereof shall be made.
- (c) Where extra work cannot properly be measured and valued in accordance with paragraphs (a) or (b) hereof, the Contractor shall be allowed daywork prices calculated as follows:—
 - (i) The cost of the materials used at the then current market value delivered to site plus twenty-five per cent. (25%); and
 - (ii) The amount actually paid in respect of labour, which shall include payments on account of N.I.C., Pension Fund, Medical Fund, General Fund, plus forty per cent. (40%); and
 - (iii) Where day works involve the use and/or hire of mechanical plant and machinery, the current local hire charge plus five per cent. (5%);Provided that the percentages stated shall be held to include all insurances, water for the works, use and waste of plant not covered by sub-paragraph (iii) hereof, sharpening tools, artificial light, supervision of Contractor and Foreman, overhead establishment charges, maintenance and profit, and provided that vouchers specifying the time daily spent upon the work (and if required by the Surveyor, the workmen's names) and the materials, mechanical plant and machinery employed shall be delivered for verification by the Clerk of Works and submitted to the Surveyor not later than the end of the week following that in which the work has been executed.
- (d) The Prices in the original Bills of Quantities shall determine the valuation of items omitted; provided that if omissions vary the conditions under which any remaining items of work are carried out, the prices for such remaining items shall be valued under rule (b) of this clause.

Should the contract be varied to such an extent that the final cost of the works be decreased by more than 20% of the original contract

delay) within the "Time for Completion" stated in the said Appendix, subject nevertheless to the provisions for extension of time contained in Clause 19 of these Conditions.

Damages for Non-completion

18. If the Contractor fails to complete the Works within the time stated in the Appendix to these Conditions or within any extended time fixed under Clause 19 of these Conditions and the Architect certifies, in writing, that in his opinion the same ought reasonably so to have been completed, the Contractor shall pay or allow to the Government a sum calculated at the rate stated in the Appendix as Liquidated and Ascertained Damages for the period during which the said Works shall so remain or have remained incomplete and the Government may deduct such damages from any moneys otherwise payable to the Contractor under this Contract.

Delay and Extension of Time

19. If, in the opinion of the Architect, the works be delayed—

- (i) by *force majeure*; or
- (ii) by reason of any exceptionally inclement weather; or
- (iii) by reason of such loss or damage by fire as referred to in Clause 15 of these conditions; or
- (iv) by reason of civil commotion, terrorist action, local combination of workmen, strike or lock-out affecting any of the trades employed upon the Works; or
- (v) by reason of Architect's Instructions given in pursuance of Clause 1 of these Conditions; or
- (vi) because the Contractor has not received in due time necessary instructions from the Architect for which he shall have specially applied in writing; or
- (vii) by delay on the part of nominated Subcontractors or nominated Suppliers which the Contractor has, in the opinion of the Architect, taken all practicable steps to avoid or reduce; or
- (viii) by delay on the part of other contractors or tradesmen engaged by the Government in executing work not forming part of this Contract;

then in such case the Architect shall make a fair and reasonable extension of time for the completion of the Works. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof, in writing, to the Architect, but he shall nevertheless use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architect to proceed with the Works.

Determination of Contract by Government

20. (a) *Default.* If the Contractor shall make default in any of the following respects, viz.:—

- (1) If without reasonable cause he wholly suspends the Works before completion;
- (2) If he fails to proceed with the Works with reasonable diligence;
- (3) If he refuses or persistently neglects to comply with a notice, in writing, from the Architect requiring him to remove defective work or improper materials and by such refusal or neglect the Works are materially affected;

and if he shall continue such default for fourteen days after notice specifying the default has been given to him by the Architect, the Government may, without prejudice to any other rights or remedies, thereupon by notice served by hand or by registered post determine the employment of the Contractor under this Contract; provided that notice in pursuance of this Clause shall not be given unreasonably or vexatiously and shall be void if the Government is at the time of the notice breach of this Contract.