

**STANDARD BIDDING DOCUMENT FOR THE SUPPLY AND
DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT
SPARES UNDER FRAMEWORK AGREEMENT *TO MANYAME RURAL
DISTRICT COUNCIL - DOMESTIC TENDER*
Procurement Reference Number: MRDC/RW/FA03/25.**



MANYAME RURAL DISTRICT COUNCIL

**Standard Bidding Document
For the
SUPPLY AND DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT
SPARES UNDER FRAMEWORK AGREEMENT
AND SUBSEQUENT CALL-OFF CONTRACTS**

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INTRODUCTION

This Standard Bidding Document (SBD) has been prepared with a view to forming Framework Agreements (FA) for the **SUPPLY AND DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT SPARES Under Framework Agreement** by more procuring entities with more suppliers with second-stage competition.

All stages of the procurement up to the award of the framework agreement, the contracts to be concluded under it (*call-offs*) and the performance of both shall be governed by Public Procurement and Disposal of Public Assets Act [Chapter 22:23] (No. 5/2017), hereinafter referred to as the “Act” or “PPDPA Act”, and the Public Procurement and Disposal of Public Assets (General) Regulations, 2018 (Statutory Instrument 5 of 2018, as amended) hereinafter referred to as the “Regulations”, as well as other applicable legislation of Zimbabwe.

The framework agreement will be formed through competitive or restrictive bidding organized for this purpose, according to section 30(3) (a) of the PPDPA Act. All contracts based on the framework agreement shall be awarded in accordance with the procedures set forth in framework agreement, in accordance with section 30(3) (b) of the PPDPA Act.

Standard Bidding Document for the Procurement of	Heavy Vehicles, Plant and Equipment Spares
Procurement Reference No.	MRDC/RW/FA03/2025
Date of Issue	17/04/2025
Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity	Manyame Rural District Council
	<i>The Procurement Management Unit</i>
	<i>Stand Number 34 Beatrice</i>
	procurementclerk@manyamerdc.org.zw
Procuring Entity(ies) entitled to award <i>Call-Off Contracts</i> under the FA	Manyame Rural District Council

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SECTION 1 – BIDDING PROCEDURES

The rules contained in this section govern the procedures for the formation of an **Open Framework Agreement (FA)** for the acquisition of goods for the **SUPPLY AND DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT SPARES Under Framework Agreement** to be carried out by **Manyame Rural District Council**.

References:

References to the Act are to the Public Procurement and Disposal of Public Assets Act [Chapter22:23] and references to the Regulations are to the Public Procurement and Disposal of Public Assets (General) Regulations (Statutory Instrument No. 5 of 2018, as amended). The terms and requirements in the Act and Regulations govern the submission of Bids and should be read by all Bidders.

1.1. Scope of Bid

The Procuring Entity issues this Bidding Document (BD) as part of the Primary Procurement process for the acquisition of goods for the **SUPPLY AND DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT SPARES Under Framework Agreement** through an **Open Framework Agreement (FA)** to be concluded with the successful Bidder(s), as defined in Sections 5 and 6 *Procuring Entity Forms in a Single user*. The name and identification of this Bidding Document (BD) are further specified in Section 2 – Bid Data Sheet (BDS).

1.2. Definitions

Throughout this Bidding Document (BD):

- a) “*In writing*” means communicated in written form (*e.g.*, by mail, e-mail, including if specified in the BDS, distributed, or received through the electronic-procurement system used by the Lead Procuring Entity / Procuring Entity) with proof of receipt.
- b) “*Day*” means calendar day; OR (from the Act) “day” means a day of the week other than a Saturday, Sunday, or public holiday.
- c) “*Call-off Contract*” means a contract awarded, under a Framework Agreement, with or without a Secondary Procurement process, for the supply of *Goods*.
- d) “*Delivery Period*” is the specified period from the date of formation of a *Call-off Contract* for delivery of the Goods, *as per* the applicable Incoterms.
- e) “*Framework Agreement (FA)*” means an agreement between a Lead Procuring Entity / Responsible Contracting Entity / Procuring Entity and a Bidder (or Bidders consisting

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of two or more competing suppliers of the procurement requirement) to establish the terms and conditions governing procurement contracts (*call-offs*) to be awarded during a period, in particular with regard to price and, where appropriate, the quantities envisaged.

- f) “*Closed Framework Agreement*” means a Framework Agreement where the Lead Procuring Entity / Responsible Contracting Entity / Procuring Entity [*in single user FA*] cannot or a new firm(s) cannot conclude Framework Agreement(s) during the Term of the Framework Agreement.
- g) “*Open Framework Agreement*” means a Framework Agreement is where the Lead Procuring Entity / Responsible Contracting Entity / Procuring Entity [*in single user FA*] can or an interested new firm(s) can conclude Framework Agreement(s) during the Term of the Framework Agreement.
- h) “*Goods*” means all goods, materials, or *items* that the *Supplier*, as defined hereinafter, is required to supply to a *Purchaser*, as defined hereinafter, under a *Call-off Contract* placed under a Framework Agreement. Details of such Goods are set out in Section 4 – Statement of Requirements, of this BD, in the Framework Agreement and particularly described in the *Call-off Contract*.
- i) “*Lead procuring entity*” means a Procuring Entity that conducts the procurement on behalf of other procuring entities under an arrangement referred to in section 19 of the Act. The *Lead procuring entity* may act as *Purchaser* or as mere *Responsible Contracting Entity*, as defined hereinafter and in the Framework Agreement.
- j) “*Multi-Purchaser or Multi-User Framework Agreement*” means a Framework Agreement where there is more than one *Purchaser*, as defined hereinafter, permitted to purchase through a *Call-off Contract*.
- k) “*Multi-Supplier Framework Agreement*” means a Framework Agreement where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each *item/Lot*.
- l) “*Primary Procurement*” means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this BD.
- m) “*Procuring Entity*” means the entity, as defined in section 2(1) of the Act, that undertakes the Primary Procurement process and concludes the Framework Agreement(s). The same term is also used to refer to the *Purchaser* under the *Call-Off Contracts* that result from the FA.
- n) “*Purchaser*”, as specified in this BD, means the procuring entity(ies) that is/are permitted to purchase *Goods* from a *Supplier* under a *Call-off Contract* awarded through a Framework Agreement.
- o) “*Responsible Contracting Entity*” when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful *Suppliers*, and, as the entity responsible for managing and administering the Framework Agreement, on behalf of the Purchaser or Purchasers once

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it has been concluded. A Responsible Contracting Entity is not a Purchaser under the Framework Agreement.

- p) “*Secondary Procurement*” means the process described in the Framework Agreement and followed by a *Purchaser* to select a *FA Supplier* and award a *Call-off Contract* for the supply of *Goods*.
- q) “*Single-Purchaser/Single User Framework Agreement*” means a Framework Agreement where there is only one *Purchaser*.
- r) “*Single-Supplier Framework Agreement*” means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each *item/Lot*.
- s) “*Supplier*” means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a *Call-off Contract*, to deliver the Goods as and when required. A Supplier may also be referred to as a “*FA Supplier*”;
- t) “*Term*” means the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted under the Act and Regulations and if agreed among the parties to the Framework Agreement.

1.3. Corrupt practices

1.3.1. The Government of Zimbabwe requires that Procuring Entities, as well as Bidders and Contractors, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy:

- a) the Procuring Entity will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract or been declared ineligible to be awarded a procurement contract under section 99 of the Act.
- b) the Authority may under section 72 (6) of the Act impose the sanctions under section 74 (1) of the Regulations; and
- c) any conflict of interest on the part of the Bidder must be declared.

1.3.2. The Procuring Entity, as applicable, shall have the right to incorporate into the Bidding Documents and the Contracts a provision that obligates the Bidders and/or their agents (whether declared or not), subcontractors, sub-consultants, Bidders, suppliers, and their personnel, to permit the Procuring Entities to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract

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performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the relevant Procuring Entity.

1.4. Eligible Bidders

In accordance with section 28 of the Act, to be eligible to participate in public procurement and to be qualified for the proposed contract, Bidders are required to meet the criteria described below. They must provide any available documentation and certify their eligibility in the Bidding Forms *as per* Section 3 of this BD.

1.4.1. Evaluation Criteria

1.4.2. To be eligible, Bidders must submit a copy and/ or confirmation of the following:

- (i) Comprehensive Company profile including the following documents: Certificate of Incorporation, CR14 (List of Directors), CR6 (Company Address) or its equivalent
- (ii) PRAZ registration certificate relating to the procurement category sought
- (iii) Valid Tax clearance certificate and or VAT Compliance Certificate
- (iv) A copy of valid NSSA compliance certificate.
- (v) SPOC Administration fee receipt referencing tender number.
- (vi) Bid validity of (ninety) 90 days from tender closing date should be stated
- (vii) Three trade reference letters which are not more than 3 (three) years old
- (viii) Delivery period – should not be more than 7 working days after official purchase order (bidders to state their delivery period)
- (ix) Terms of Payment shall be within 30 days after delivery and the bidders' position should be clearly stated NB* Advance payment will not be tolerated. NB*Payment shall be in USD / in Zig at the prevailing interbank rate depending on the funds available (BIDDERS TO CLEARLY STATE THEIR POSITION).
- (x) Duly Completed and signed letter of Bid
- (xi) Duly Completed and signed Bidder Information form
- (xii) Duly Completed Technical proposal schedule
- (xiii) Duly Completed Technical specifications
- (xiv) Duly completed financial proposal schedule
- (xv) Completed List of Goods and Price schedule

And:

- a) have the legal capacity to enter into the procurement contract.
- b) not be insolvent, in receivership, bankrupt or being wound up, not have had business activities suspended and not be the subject of legal proceedings for any of these circumstances.
- c) have fulfilled their obligations to pay taxes, duties and rates and social security contributions for which they are liable in Zimbabwe, together with any contributions or payments due under the National Social Security Authority Act [Chapter 17:04];

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- d) not have, neither they nor any of their officers, in the five years immediately preceding the initiation of the procurement proceedings:
 - (i) been convicted in any country of an offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications; or
 - (ii) been censured or subjected to any penalty in any country following disciplinary proceedings arising out of any conduct involving the making of false statements or misrepresentations.
- e) not have a conflict of interest in relation to this procurement requirement.
- f) not be debarred from participation in public procurement under section 72 (6) of the Act and section 74(1) (c), (d) or (e) of the Regulations or declared ineligible under section 99 of the Act.
- g) have been registered with the Authority as a Bidder and have paid the applicable Bidder Registration Fee set out in Part III of the Fifth Schedule to the Regulations.
- h) Bidders must prove their continued eligibility throughout the phases of primary and secondary procurement in accordance with the requirements of the Procuring Entity(ies).

1.4.3. Participation in this bidding procedure is open **to *Zimbabwean bidders only***.

1.4.4. A Bidder may be a firm that is a private entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the Bidding process and, in the event the JV is awarded a Call-off Contract under the Framework Agreement, during contract execution. Unless specified in the BD, there is no limit on the number of members in a JV.

1.4.5. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) receives or has received any direct or indirect subsidy from another Bidder; or has the same legal representative as another Bidder; or

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- c) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder or influence the decisions of the Procuring Entity regarding this Primary Procurement process.
 - d) or any of its affiliates participated as a consultant in the preparation of the technical specifications of the Goods that are the subject of the Bid.
- 1.4.6. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

1.5. Clarification of Bidding Document

Clarification of the bidding document may be requested in writing online by any Bidder on or before May 13, 2025, by 1600 PM.

- 1.5.1. Procuring Entity or the Responsible Contracting Entity will respond in writing to any request for clarification of any bidding document, and the response shall be communicated simultaneously to all the bidders without identifying the bidder that requested the clarification and in a manner that does not disclose the identities of the other bidders.
- 1.5.2. Should the clarification result in changes to the essential elements of the Bidding document, the Procuring Entity shall amend the Bidding document following the procedure set out in Subsection 1.6 below.

1.6. Amendment of Bidding Document

The Procuring Entity or the Responsible Contracting Entity may modify its bidding documents at any time before the end of the bidding period, but the modification shall be communicated simultaneously to all the bidders and, where necessary, the procuring entity shall extend the bidding period to allow bidders to alter their bids to take the modification into account.

1.7. Preparation of bids

1.7.1. Cost of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process (and if successful any Secondary

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Procurement process) and the Procuring Entity or the Responsible Contracting Entity, shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

- b) Bidding documents can be accessed electronically as of Thursday 17 April 2025, through the PRAZ e-GP portal.**

1.7.2. Language of Bid

- a) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, or the Responsible Contracting Entity, shall be written in English.
- b) Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English.

1.7.3. Documents Comprising the Bid

- a) Bidders are requested to bid for the supply of the goods specified in Section 4 – Statement of Requirements, by completing and returning the following documentation:
 - Letter of Bid: prepared in accordance with Section 3 – Bidding Forms.
 - Price Schedules: completed in accordance with Section 3 – Bidding Forms.
 - Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder.
 - Qualifications: documentary evidence in accordance with Section 3 – Bidding Forms, establishing the Bidder’s qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded.
 - Bidder’s Eligibility: documentary evidence in accordance with Section 3 – Bidding Forms, establishing the Bidder’s eligibility to Bid.
 - Eligibility of Goods: documentary evidence in accordance with Section 1.5. establishing the eligibility of the Goods to be supplied by the Bidder.
 - Conformity: documentary evidence in accordance with Section 3 – Bidding Forms, that the Goods conform to Section 4 – Statement of Requirements; and
 - any other document required in this bidding document.
 - Bids submitted by a Joint Venture (JV) shall include a copy of the Joint Venture Agreement entered by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement.
 - The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

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- a) Bidders are required to pay the administration fee of US\$ 350.00 or equivalent in ZiG, payable by bidders for bids subject to prior review by the Special Procurement Oversight Committee in terms of section 54 of the Act and as set out in Part IV of the Fifth Schedule to the Regulations.**

The amount is payable directly to the Procurement Regulatory Authority of Zimbabwe (PRAZ), 9th Floor Pearl House, 61 Samora Machel Avenue, Harare or to be deposited into the following Account numbers.

Non-Refundable (USD)

Bank Name:	CBZ
Account Name:	Procurement Regulatory Authority of Zimbabwe
Account Number:	10721064850108

Non-Refundable (ZiG)

Bank Name:	CBZ
Account Name:	Procurement Regulatory Authority of Zimbabwe
Account Number:	10721064850020

1.7.4. Letter of Bid and Price Schedules

- a) The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section 3 – Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.**
- b) The bidder shall fill the Price Schedules for the Goods according to their origin and according to the types of supply (medicines - including medical supplies, food supplements, vaccines - or medical devices) using the forms in Section 3 – Bidding Forms.

1.7.5. Alternative Bids

Alternative Bids shall not be permitted in this Primary Procurement process.

1.7.6. Bid Prices and Discounts

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- a) The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below. The Bidder must indicate the value of taxes and customs duties and any additional expenses for transport to the destination of the Goods as specified in the Price Schedules of Section 3 – Bidding Forms.
- b) Bidders shall provide their prices for Goods in the respective Price Schedules:
- c) In quoting prices, the Bidder is free to use transportation through carriers registered in any eligible country and similarly may obtain insurance Goods from any eligible country. The Bidder shall indicate any unconditional discounts and the methodology for their application in the Letter of Bid.
- d) For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.
- e) The terms EXW, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- f) Prices shall be quoted as specified in each Price Schedule included in Section 3 – Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Procuring Entity. This shall not in any way limit the Purchaser's right to award a Call-off contract on any of the terms offered.

1.7.7. Documents Establishing the Eligibility of the Goods

- a) To establish the eligibility of the Goods in accordance with Section 1.5. Bidders will complete the country-of-origin declarations in the Price Schedule Forms, included in Section 3, **where necessary** – Bidding Forms.
- b) To establish the conformity of the Goods, the Bidder shall provide extra data on column b of the technical specifications table to validate that the Goods conform to the technical specifications and standards specified in Section 4 – Statement of Requirements.
- c) The documentary evidence may be in the form of printed literature, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of Section 4 – Statement of Requirements, **where necessary**.

1.7.8. Validity of Bids

The minimum period for which the Bidder's bid must remain valid is ninety (90) **days from** the deadline for the submission of bids.

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1.7.9. Format and Signing of Bid

- a) The Bidder shall prepare one original of the documents comprising the Bid and clearly mark it “Original”.
- b) Bidders shall mark as “**CONFIDENTIAL**” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- c) The original and all copies of the Bid shall be signed by a person duly authorized to sign on behalf of the Bidder.
- d) In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV.

1.7.10. Lots and Packages

The requirement may be divided into lots and packages, if indicated in Sections 2 – Bid Data Sheet and 3 – Bidding Forms. **Bidders may participate in ALL lots and Awarding is on lot by lot basis**

1.7.11. Number of bids allowed

No Bidder shall submit more than one bid, either individually or as a joint venture partner in another Bid, except as a subcontractor. Where the procurement is divided into lots and packages, only one Bid can be submitted. A conflict of interest will be deemed to arise if bids are received from more than one Bidder owned, directly or indirectly, by the same person.

1.8. Submission and opening of bids.

1.8.1. Submission of Bids

Bids must be submitted electronically through the PRAZ e-GP portal, no later than the date and time of the deadline below. It is the Bidder’s responsibility to ensure that they receive a receipt confirming submission of their bid that has correct details of the Bidder and the number of the Bid.

Bids must be clearly marked, with the advertised tender number, company name, description, and closing date.

Late bids will be rejected. The Procuring Entity reserves the right to extend the bid submission deadline but will notify all potential bidders who have collected the bidding documents of the amended bid submission deadline.

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1.8.2. Submission deadline, address, and acceptance

Date of deadline: **20/05/25** Deadline Time: **1100hrs**

Submission address: **PRAZ e-GP portal**

Means of acceptance: Bids must be submitted electronically through the **PRAZ e-GP portal** on or before date and time mentioned above.

1.8.3 Bid opening.

Bids will be opened electronically as soon as the closing date and time.

1.9. Withdrawal, amendment, or modification of Bids

1.10. Clarification of bids

1. To assist in the examination, evaluation and comparison of Bids, the Procuring Entity, may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request shall not be considered. The request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors.
2. If a Bidder does not provide clarifications of its Bid by the date and time set in the request for clarification, its Bid may be rejected in accordance with the discretion of the Lead procuring Entity, the Procuring Entity, or the Responsible Contracting Entity.

1.11. Evaluation of bids

Bids will be evaluated using the following methodology:

1. Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of Bidders in terms of section 28 (1) of the Regulations and to confirm that the Bid is administratively compliant in terms of section 28 (2) of the Regulations.
2. Technical evaluation to determine substantial responsiveness to the specifications in the Statement of Requirements.
3. Financial evaluation and comparison to determine the evaluated price of bids and to determine the lowest evaluated bid.

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1.12. Review by the Special Procurement Oversight Committee

- b) Section 54 of the Act provides for review by the Special Procurement Oversight Committee for certain especially sensitive or especially valuable contracts. Evaluation criteria. **This procurement procedure will be subject to this review and bidders are required to send proof of payment of SPOC fee. Any bid not accompanied by this proof shall be automatically rejected.**

1.13. Technical criteria

The Technical Specifications contained in Section 4 – Statement of Requirements detail the minimum specification of the Goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification

1.14. Domestic Preference

A margin of preference, in accordance with the procedures outlined in Section 29 of the Act and Section 8 of the Regulations, will not apply

1.15. BID SECURITY

No Bid Security or Bid-Securing Declaration is required in relation to this Primary Procurement process.

1.16. Currency

Bids should be priced in United States Dollars. The currency of evaluation will be United States Dollars. Bids in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Reserve Bank of Zimbabwe on the date of the submission deadline, see <http://www.rbz.co.zw/>

1.17. Right to Reject

The Procuring Entity or the Responsible Contracting Entity reserve the right to accept or reject any Bids or to cancel the procurement process and reject all Bids at any time prior to contract award.

1.18. Award of Framework Agreement

This is an Open Framework Agreement.

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1.18.1. Multi-Supplier Framework Agreement:

The Procuring Entity will conclude Framework Agreements with the Bidders whose Bids have been determined to be substantially responsive as follows:

- (a) All Bidders shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.
- (b) The Procuring Entity will conclude a FA with:
 - (i) All the Bidders ranked in (a) above if no maximum number of suppliers is specified in Section 2 – Bid Data Sheet.
 - (ii) The Bidders ranked first up to the maximum (y) number of suppliers specified in Section 2 – Bid Data Sheet.
- (c) If the number of Bidders is less than the minimum (x) specified in Section 2 – Bid Data Sheet, the Procuring Entity, or the Responsible Contracting Entity may decide to invite new bids.

1.18.2. Notification of Contract Award and Challenge

- (a) The proposed award of contract will be by issue of a Notification of Contract Award in accordance with Sections 5 and 6 (Lead Procuring Entity / Responsible Contracting Entity Forms / Procuring Entity Forms which will be effective until signature of the contract documents.
- (b) Unsuccessful Bidders will receive the Notification of Contract Award and, if they consider they have suffered prejudice from the process, they may within 14 days of receiving this Notification, submit to the Lead procuring Entity, the Procuring Entity, or the Responsible Contracting Entity a Challenge in terms of section 73 of the Act, subject to payment of the applicable fee set out in section 44 of and the Third Schedule to the Regulations.

1.19. Award of Call-off Contract

- 1. The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off contract is specified in the Framework Agreement (Framework Agreement, Schedule 3, Secondary Procurement).

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2. To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the Goods must continue to be eligible, as per the criteria stipulated in this Bidding Document. The Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued eligibility.
3. The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in Framework Agreement, Section B: Framework Agreement Specific Provisions

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SECTION 2 – BID DATA SHEET

The following specific data for the **SUPPLY AND DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT SPARES Under Framework Agreement** to be procured shall complement the provisions in Section 1 – Bidding Procedures.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics]

A. General
<p>The Responsible Contracting Entity is: Manyame Rural District Council</p> <p>The name of the BD for the FA Agreement is SUPPLY AND DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT SPARES Under Framework Agreement.</p> <p>The reference number of the BD for the FA Agreement is : MRDC/RW/FA03/25</p> <p>The Procuring Entity is “the Procuring Entity that will conclude, administer, and manage the Framework Agreement, and be the sole Purchaser under the Framework Agreement.”</p>
<p>This Primary Procurement will conclude a Single-Purchaser Framework Agreement</p>
<p>Electronic-Procurement System</p> <p>The Procuring Entity shall use the following electronic-procurement system to manage this Procurement process:</p> <p>e-GP system</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process:</p> <ul style="list-style-type: none"> • Submission of bids • Opening of bids
<p>This primary Procurement will conclude a Single-Purchaser Framework Agreement</p>
<p>Purchasers</p> <p>The Purchaser that is permitted to purchase under the Framework Agreement “is”: Manyame Rural District Council located at stand number 34 Beatrice, through The Chief Executive Officer Manyame Rural District Council is the Single-Purchaser FA with its head office at stand No 34 Beatrice, email procurementclerk@manyamerdc.org.zw</p>
<p>Multi-Supplier Framework Agreement</p>

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<p>This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (x) is 2</u></p> <p>Procuring Entity intends to conclude a Framework Agreements with a minimum number of Bidders “for each range of Call-off contracts ”</p> <p>The minimum number (referred to as x) is 2.</p> <p><u>Framework Agreement panel – maximum number (y)</u></p> <p>The Procuring Entity intends to conclude Framework Agreements “for each range of Call-off quantities ” up to a maximum number of (y) qualified bidders with substantially responsive bids.</p> <p>The maximum number (referred to as y) of Bidders that the Procuring Entity may conclude Framework Agreements with is N/A</p>
<p>The maximum number of members in a Joint Venture (JV) shall be 1</p>
<p style="text-align: center;">B. Preparation of Bids</p>
<p>Bidders may quote their unit prices against any item and estimated quantities over the FA period or one or more of the ranges of Call-off quantities for the item as specified in the Schedule of Prices.</p>
<p>The price to be quoted in the Letter of Bid shall be (i) the total bid prices against the estimated quantities over the FA period or (ii) the unit bid price against the range of Call-off quantities, as specified in the Schedule of prices.</p>
<p>Final Destination/s (Project Sites) will be specified in each Call-off Contract awarded under the Framework Agreement.</p>
<p>Bids must be expressed in the following currency: United States Dollars</p> <p>The Bidder is not required to quote in Zimbabwe Dollar the portion of the Bid price that corresponds to expenditures incurred in that currency.</p>
<p>The Bid validity period shall be 90 days.</p>
<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of the power of attorney or valid authenticated bearer organizational letter of authority confirmation on letter head or stamp signed.</p>
<p style="text-align: center;">C. Evaluation of Bids</p>
<p>Evaluation will be done for Lots (contracts)</p>

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“Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the **“highest”** price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.”

D. Concluding a Framework Agreement

This Framework Agreement is **Open**

Signing the Framework Agreement

The Bidder shall sign, date, and return the Framework Agreement within **ten (10)** days of receipt of the same.

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SECTION 3 – BIDDING FORMS

Letter of Bid

Primary Procurement - Framework Agreement for
the.....

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED
THE DOCUMENT**

*The Bidder must prepare this Letter of Bid on SUPPLY AND DELIVERY OF HEAVY
VEHICLES, PLANT AND EQUIPMENT SPARES with its letterhead clearly showing the
Bidder's complete name and business address.*

Note: All italicized text is to help Bidders in preparing this form.

Framework Agreement – Goods

Date of this Bid submission: day..... / month of.....and year.....)
Procurement Ref. No:

To:.....

- (a) **No reservations:** We have examined and have no reservations to the Bidding Document in its entirety, including all its Sections and Schedules.
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **Section 1.4.**
- (c) **Conformity:** We offer to carry out the following Goods for...

.....
.....

In conformity with the Bidding Document and in accordance with Section 4 – Statement of Requirements.

- (d) **Bid Price:** *For lump sum contracts,*

The total price of our proposal is: *USD*.....

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We confirm that the rates quoted in our Financial Proposal below are fixed and firm for the duration of the validity period and will not be subject to revision or variation or adjustment.

Name of the Bidder :

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **

.....

Title of the person signing the Bid:.....

Signature of the person named above:

Date signed **day of**.....*month*.....,..... **year**.....

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LIST OF GOODS AND PRICE SCHEDULE

Item No¹	Description of Goods	Quantity²	Unit Price³	Total Price⁴
			<i>[to be provided by the Bidder]</i>	<i>[to be provided by the Bidder]</i>
LOT 1	Tractors (New Holland, Massey Ferguson and Taffee)			
1.1	Pre filter bowl	15		
1.2	Primary and secondary air filter	15		
1.3	Oil filters	15		
1.4	Hydraulic filter	15		
1.5	Diesel filters	15		
1.6	Diesel sedimentary	15		
1.7	Radiator caps	6		
1.8	Diaphragm pump	15		
1.9	Gearbox oil filter	15		
1.9.1	Water pump	5		
1.9.2	Fuses	50		

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1.9.3	Hydraulic quick release couples	15		
1.9.4	Water cooler	5		
1.9.5	Driers	5		
LOT 2	Shantui Grader			
2.1	Injector pump	2		
2.1.1	Engine starter brushes	2		
2.1.2	Engine starter bendex	2		
2.1.3	Engine starter coil	2		
2.1.4	Engine starter	2		
2.1.5	Alternator	2		
2.1.6	Alternator pulley	2		
2.1.7	Alternator pulley bearing	2		
2.1.8	Water pump	2		
2.1.9	Oil pump	3		
2.1.10	Oil cooler	3		
2.1.11	Radiator	2		
2.1.12	Turbocharger	2		
2.1.13	Rubber belts	10		
2.1.14	Clutch plate	2		

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2.1.15	Clutch thrust bearing	15		
2.1.16	Hydraulic Hose	2		
2.1.17	Hydraulic Ram	20		
2.1.18	Hydraulic pump	2		
2.1.19	valves	20		
2.1.20	Brake Disc	18		
2.1.21	Brake Pads	18		
2.1.22	Brake calipers	18		
2.1.23	Brake slave cylinder	18		
2.1.24	Pneumatic Hose	2		
2.1.25	Tubes	20		
2.1.26	Tyres	20		
2.1.27	Lights bulbs	30		
2.1.28	Head lamps	4		
2.1.29	Rear lamps	4		
2.1.30	Beacon	1		
2.1.31	Grader blades set complete with bolts and nuts	30		
2.1.32	Bolts and nuts	50		
2.1.33	Pre filter bowl	3		

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2.1.34	Air filter primary	3		
2.1.35	Air filter secondary	3		
2.1.36	Oil filter	3		
2.1.37	Hydraulic filter	3		
2.1.38	Diesel filter	3		
2.1.39	Diesel sedimentor	3		
2.1.40	Radiator cap	1		
2.1.41	Diaphram pump	2		
2.1.42	Water pump	2		
2.1.43	Fuses (all sizes)	50		
2.1.44	Transmission oil filter	2		
2.1.45	Seals (all sizes)	40		
2.1.46	Bearings (all sizes)	50		
2.1.47	Gasket	2		
2.1.48	Hydraulic motor	2		
2.1.49	Hydraulic cylinders	2		
2.1.50	Hydraulic valves	20		
2.1.51	Wiring harness	50		
2.1.52	Sensors (all)	50		

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2.1.53	Blade hydraulic cylinder	4		
2.1.54	Drive belts	10		
2.1.55	Sprockets	20		
2.1.56	Idler wheels	10		
2.1.57	Tandem axle bearings	20		
2.1.58	Tandem wheel bearing	20		
2.1.59	Tandem half shaft	3		
2.1.60	Tandem axle shaft	3		
2.1.61	Tandem brake components	10		
2.1.62	Tandem axle housing	2		
2.1.63	Slip joints	10		
2.1.64	York	2		
2.1.65	Drive shafts	20		
2.1.66	Universal joints	10		
2.1.67	Brake shoes	20		
2.1.68	Brake drums	20		
2.1.69	Brake rotter	20		
2.1.70	Shock absorbers	20		
2.1.71	Springs	10		

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2.1.72	Universal bolts	20		
2.1.73	Spring pins	20		
2.1.74	Hubs	2		
2.1.75	Rims	10		
2.1.76	Wheels	10		
2.1.77	Axle gasket	2		
2.1.78	Axle shafts	2		
2.1.79	Axle bearing	20		
2.1.80	Axle seals	20		
2.1.81	Mirrors	4		
LOT 3	Sanny Grader			
3.1	Injector pump	2		
3.1.1	Engine starter brushes	2		
3.1.2	Engine starter bendex	2		
3.1.3	Engine starter coil	2		
3.1.4	Engine starter	2		
3.1.5	Alternator	2		
3.1.6	Alternator pulley	2		
3.1.7	Alternator pulley bearing	2		

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3.1.8	Water pump	2		
3.1.9	Oil pump	3		
3.1.10	Oil cooler	3		
3.1.11	Radiator	2		
3.1.12	Turbocharger	2		
3.1.13	Rubber belts	10		
3.1.14	Clutch plate	2		
3.1.15	Clutch thrust bearing	15		
3.1.16	Hydraulic Hose	2		
3.1.17	Hydraulic Ram	20		
3.1.18	Hydraulic pump	2		
3.1.19	valves	20		
3.1.20	Brake Disc	18		
3.1.21	Brake Pads	18		
3.1.22	Brake calipers	18		
3.1.23	Brake slave cylinder	18		
3.1.24	Pneumatic Hose	2		
3.1.25	Tubes	20		
3.1.26	Tyres	20		

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3.1.27	Lights bulbs	30		
3.1.28	Head lamps	4		
3.1.29	Rear lamps	4		
3.1.30	Beacon	1		
3.1.31	Grader blades set complete with bolts and nuts	30		
3.1.32	Bolts and nuts	50		
3.1.33	Pre filter bowl	3		
3.1.34	Air filter primary	3		
3.1.35	Air filter secondary	3		
3.1.36	Oil filter	3		
3.1.36	Hydraulic filter	3		
3.1.37	Diesel filter	3		
3.1.38	Diesel sedimentor	3		
3.1.39	Radiator cap	1		
3.1.40	Diaphragm pump	2		
3.1.41	Water pump	2		
3.1.42	Fuses (all sizes)	50		
3.1.43	Transmission oil filter	2		
3.1.44	Seals (all sizes)	40		

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3.1.45	Bearings (all sizes)	50		
3.1.46	Gasket	2		
3.1.47	Hydraulic motor	2		
3.1.48	Hydraulic cylinders	2		
3.1.49	Hydraulic valves	20		
3.1.50	Wiring harness	50		
3.1.51	Sensors (all)	50		
3.1.52	Blade hydraulic cylinder	4		
3.1.53	Drive belts	10		
3.1.54	Sprockets	20		
3.1.55	Idler wheels	10		
3.1.56	Tandem axle bearings	20		
3.1.57	Tandem wheel bearing	20		
3.1.58	Tandem half shaft	3		
3.1.59	Tandem axle shaft	3		
3.1.60	Tandem brake components	10		
3.1.61	Tandem axle housing	2		
3.1.62	Slip joints	10		
3.1.63	York	2		

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3.1.64	Drive shafts	20		
3.1.65	Universal joints	10		
3.1.66	Brake shoes	20		
3.1.67	Brake drums	20		
3.1.68	Brake rotter	20		
3.1.69	Shock absorbers	20		
3.1.70	Springs	10		
3.1.71	Universal bolts	20		
3.1.72	Spring pins	20		
3.1.73	Hubs	2		
3.1.74	Rims	10		
3.1.75	Wheels	10		
3.1.76	Axle gasket	2		
3.1.77	Axle shafts	2		
3.1.78	Axle bearing	20		
3.1.79	Axle seals	20		
3.1.80	Mirrors	4		
LOT 4	Bulldozer			
4.10	Injector pump	2		

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4.1.1	Engine starter brushes	3		
4.1.2	Engine starter bendex	2		
4.1.3	Engine starter coil	2		
4.1.4	Engine starter	2		
4.1.5	Alternator	2		
4.1.6	Alternator pulley	4		
4.1.7	Alternator pulley bearing	10		
4.1.8	Water pump	2		
4.1.9	Oil pump	2		
4.1.10	Oil cooler	2		
4.1.11	Radiator	2		
4.1.11	Turbocharger	2		
4.1.12	Rubber belts	10		
4.1.13	Clutch plate	2		
4.1.14	Clutch thrust bearing	10		
4.1.15	Hydraulic Hose	20		
4.1.16	Hydraulic Ram	10		
4.1.17	Hydraulic pump	2		
4.1.18	valves	8		

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4.1.19	Brake Disc	20		
4.1.20	Brake Pads	20		
4.1.21	Brake calipers	20		
4.1.22	Brake slave cylinder	20		
4.1.23	Pneumatic Hose	10		
4.1.24	Tubes	20		
4.1.25	Tyres	20		
4.1.26	Lights bulbs	40		
4.1.27	Head lamps	10		
4.1.28	Rear lamps	10		
4.1.29	Beacon	2		
4.1.30	Grader blades set complete with bolts and nuts	30		
4.1.31	Bolts and nuts	40		
4.1.32	Track rollers	40		
4.1.33	Track pins	60		
4.1.34	Track chain	40		
4.1.35	Idler wheels	8		
4.1.36	Sprockets	10		
4.1.37	Steering clutches	2		

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LOT 5	TLB			
5.1	Injector pump	2		
5.1.1	Engine starter brushes	2		
5.1.2	Engine starter bendex	2		
5.1.3	Engine starter coil	2		
5.1.4	Engine starter	2		
5.1.5	Alternator	2		
5.1.6	Alternator pulley	10		
5.1.7	Alternator pulley bearing	20		
5.1.8	Water pump	2		
5.1.9	Oil pump	2		
5.1.10	Oil cooler	2		
5.1.11	Radiator	2		
5.1.12	Turbocharger	2		
5.1.13	Rubber belts	10		
5.1.14	Clutch plate	8		
5.1.15	Clutch thrust bearing	8		
5.1.16	Hydraulic Hose	2		
5.1.17	Hydraulic Ram	4		

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5.1.18	Hydraulic pump	2		
5.1.19	valves	10		
5.1.20	Brake Disc	12		
5.1.21	Brake Pads	12		
5.1.22	Brake calipers	12		
5.1.23	Brake slave cylinder	12		
5.1.24	Pneumatic Hose	10		
5.1.25	Tubes	8		
5.1.26	Tyres	8		
5.1.27	Lights bulbs	10		
5.1.28	Head lamps	6		
5.1.29	Rear lamps	6		
5.1.30	Beacon	2		
5.1.31	Tips	30		
5.1.32	Bolts and nuts	40		
LOT 6	TIPPER TRUCK			
6.1	Injector pump	2		
6.1.1	Engine starter brushes	2		
6.1.2	Engine starter bendex	2		

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6.1.3	Engine starter coil	2		
6.1.4	Engine starter	2		
6.1.5	Alternator	2		
6.1.6	Alternator pulley	4		
6.1.7	Alternator pulley bearing	4		
6.1.8	Water pump	2		
6.1.9	Oil pump	2		
6.1.10	Oil cooler	2		
6.1.11	Radiator	2		
6.1.12	Turbocharger	2		
6.1.13	Rubber belts	10		
6.1.14	Clutch plate	2		
6.1.15	Clutch thrust bearing	2		
6.1.16	Hydraulic Hose	10		
6.1.17	Hydraulic Ram	10		
6.1.18	Hydraulic pump	2		
6.1.19	valves	12		
6.1.20	Brake Disc	8		
6.1.21	Brake Pads	8		

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6.1.22	Brake calipers	8		
6.1.23	Brake slave cylinder	8		
6.1.24	Pneumatic Hose	2		
6.1.24	Tubes	8		
6.1.25	Tyres	8		
6.1.26	Lights bulbs	10		
6.1.26	Head lamps	4		
6.1.27	Rear lamps	4		
6.1.28	Beacon	2		
6.1.29	Bolts and nuts	40		
6.1.30	Pre filter bowl	3		
6.1.31	Air filter primary	3		
6.1.32	Air filter secondary	3		
6.1.33	Oil filter	3		
6.1.34	Hydraulic filter	3		
6.1.35	Diesel filter	3		
6.1.36	Diesel sedimentor	3		
6.1.37	Radiator cap	2		
6.1.38	Diaphragm pump	2		

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6.1.39	Water pump	2		
6.1.40	Fuses (all sizes)	40		
6.1.41	Transmission oil filter	2		
6.1.42	Seals (all sizes)	20		
6.1.43	Bearings (all sizes)	20		
6.1.44	Gasket	2		
6.1.45	Hydraulic motor	2		
6.1.46	Hydraulic cylinders	2		
6.1.47	Hydraulic valves	8		
6.1.48	Wiring harness	20		
6.1.49	Sensors (all)	20		
6.1.50	Drive belts	10		
6.1.51	Slip joints	8		
6.1.52	York	2		
6.1.53	Drive shafts	4		
6.1.54	Universal joints	10		
6.1.55	Brake shoes	8		
6.1.56	Brake drums	8		
6.1.57	Brake rotter	8		

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6.1.58	Shock absorbers	24		
6.1.59	Springs	20		
6.1.60	Universal bolts	30		
6.1.61	Spring pins	30		
6.1.62	Hubs	2		
6.1.63	Rims	8		
6.1.64	Wheels	8		
6.1.65	Axle gasket	8		
6.1.66	Axle shafts	8		
6.1.67	Axle bearing	8		
6.1.68	Axle seals	20		
6.1.69	Mirrors	4		
6.1.70	Lights	10		
6.1.71	Switches	8		
6.1.72	Electric invertors	20		
6.1.73	Hydraulic controls	10		
6.1.74	Remote starters	10		
6.1.75	Battery	2		
6.1.76	Seats	2		

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6.1.77	Floor mats	4		
6.1.78	Head liners	4		
6.1.79	Roof panel	2		
6.1.80	Cab	2		
6.1.81	Door panels	4		
6.1.82	Hinges	20		
6.1.83	Console and centre control	4		
6.1.84	Cab bumper	2		
6.1.85	Grill	2		
6.1.86	Grill guards	4		
6.1.87	Head lights	4		
6.1.88	Tail lights	4		
6.1.89	Cab latches	10		
6.1.90	Wind shield	8		
6.1.91	Side windows	8		
6.1.92	Gauges and instruments	10		
6.1.93	Fuse circuit breakers	2		
6.1.94	Cab mountings and isolators	10		
6.1.95	Cab suspension components	10		

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6.1.96	Air con pump	2		
6.1.97	Air con condenser	2		
6.1.98	Air con blower	2		
6.1.99	Air compressor	2		
6.1.100	Exhaust pipe	2		
6.1.101	Air compressor pump	2		
6.1.102	Air compressor filters	4		
6.1.103	Air compressor regulators	4		
6.1.104	Air valves	4		
6.1.105	Solenoids valves	4		
6.1.106	Pneumatics valves	4		
6.1.107	Valve blocks	4		
6.1.108	Pneumatic cylinders	6		
6.1.109	Cylinder rods	10		
6.1.110	Cylinder seals	20		
6.1.111	Air dryer	2		
6.1.112	Air tank	2		
6.1.113	Pneumatic gauges	10		
LOT 7	DUMPER TRAILERS			

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7.1	Hydraulic Hose	16		
7.1.1	Hydraulic Ram	12		
7.1.2	Tyres	8		
7.1.3	Tubes	8		
7.1.4	Hubs complete with studs	4		
7.1.5	Bolts and nuts	20		
LOT 8	HOWO WATER BOWSER			
8.1	Injector pump	2		
8.1.1	Engine starter brushes	2		
8.1.2	Engine starter bendex	2		
8.1.3	Engine starter coil	2		
8.1.4	Engine starter	2		
8.1.5	Alternator	2		
8.1.6	Alternator pulley	4		
8.1.7	Alternator pulley bearing	4		
8.1.8	Water pump	2		
8.1.9	Oil pump	2		
8.1.10	Oil cooler	2		
8.1.11	Radiator	2		

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8.1.12	Turbocharger	2		
8.1.13	Rubber belts	10		
8.1.14	Clutch plate	2		
8.1.15	Clutch thrust bearing	2		
8.1.16	Hydraulic Hose	10		
8.1.17	Hydraulic Ram	10		
8.1.18	Hydraulic pump	2		
8.1.19	valves	12		
8.1.20	Brake Disc	8		
8.1.21	Brake Pads	8		
8.1.21	Brake calipers	8		
8.1.22	Brake slave cylinder	8		
8.1.23	Pneumatic Hose	2		
8.1.23	Tubes	8		
8.1.24	Tyres	8		
8.1.25	Lights bulbs	10		
8.1.26	Head lamps	4		
8.1.27	Rear lamps	4		
8.1.28	Beacon	2		

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8.1.29	Water pump	40		
8.1.30	Bolts and nuts	3		
8.1.31	Pre filter bowl	3		
8.1.32	Air filter primary	3		
8.1.33	Air filter secondary	3		
8.1.34	Oil filter	3		
8.1.35	Hydraulic filter	3		
8.1.36	Diesel filter	3		
8.1.37	Diesel sedimentor	2		
8.1.38	Radiator cap	2		
8.1.39	Diaphram pump	2		
8.1.40	Water pump	40		
8.1.41	Fuses (all sizes)	2		
8.1.42	Transmission oil filter	20		
8.1.43	Seals (all sizes)	20		
8.1.44	Bearings (all sizes)	2		
8.1.45	Gasket	2		
8.1.46	Hydraulic motor	2		
8.1.47	Hydraulic cylinders	8		

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8.1.48	Hydraulic valves	20		
8.1.49	Wiring harness	20		
8.1.50	Sensors (all)	10		
8.1.51	Drive belts	8		
8.1.52	Slip joints	2		
8.1.53	York	4		
8.1.54	Drive shafts	10		
8.1.55	Universal joints	8		
8.1.56	Brake shoes	8		
8.1.57	Brake drums	8		
8.1.58	Brake rotter	24		
8.1.59	Shock absorbers	20		
8.1.60	Springs	30		
8.1.61	Universal bolts	30		
8.1.62	Spring pins	2		
8.1.63	Hubs	8		
8.1.64	Rims	8		
8.1.65	Wheels	8		
8.1.66	Axle gasket	8		

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8.1.67	Axle shafts	8		
8.1.68	Axle bearing	20		
8.1.69	Axle seals	4		
8.1.70	Mirrors	10		
8.1.71	Lights	8		
8.1.72	Switches	20		
8.1.73	Electric invertors	10		
8.1.74	Hydraulic controls	10		
8.1.75	Remote starters	2		
8.1.76	Battery	2		
8.1.77	Seats	4		
8.1.78	Floor mats	4		
8.1.79	Head liners	2		
8.1.80	Roof panel	2		
8.1.81	Cab	4		
8.1.82	Door panels	20		
8.1.83	Hinges	4		
8.1.84	Console and centre control	2		

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8.1.85	Cab bumper	2		
8.1.86	Grill	4		
8.1.87	Grill guards	4		
8.1.88	Head lights	4		
8.1.89	Tail lights	10		
8.1.90	Cab latches	8		
8.1.91	Wind shield	8		
8.1.92	Side windows	10		
8.1.93	Gauges and instruments	2		
8.1.94	Fuse circuit breakers	10		
8.1.95	Cab mountings and isolators	10		
8.1.96	Cab suspension components	2		
8.1.97	Air con pump	2		
8.1.98	Air con condenser	2		
8.1.99	Air con blower	2		
8.1.100	Air compressor	2		
8.1.101	Exhaust pipe	2		
8.1.102	Air compressor pump	4		
8.1.103	Air compressor filters	4		

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8.1.104	Air compressor regulators	4		
8.1.105	Air valves	4		
8.1.106	Solenoids valves	4		
8.1.107	Pneumatics valves	4		
8.1.108	Valve blocks	6		
8.1.109	Pneumatic cylinders	10		
8.1.110	Cylinder rods	20		
8.1.111	Cylinder seals	2		
8.1.112	Air dryer	2		
8.1.113	Air tank	10		
8.1.114	Pneumatic gauges	2		
LOT 9	SHACMAN REFUSE COMPACTOR			
9.1	Injector pump	2		
9.1.1	Engine starter brushes	2		
9.1.2	Engine starter bendex	2		
9.1.3	Engine starter coil	2		
9.1.4	Engine starter	2		
9.1.5	Alternator	2		
9.1.6	Alternator pulley	4		

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9.1.7	Alternator pulley bearing	4		
9.1.8	Water pump	2		
9.1.9	Oil pump	2		
9.1.10	Oil cooler	2		
9.1.11	Radiator	2		
9.1.12	Turbocharger	2		
9.1.13	Rubber belts	10		
9.1.14	Clutch plate	2		
9.1.15	Clutch thrust bearing	2		
9.1.16	Hydraulic Hose	10		
9.1.17	Hydraulic Ram	10		
9.1.18	Hydraulic pump	2		
9.1.19	valves	12		
9.1.20	Brake Disc	8		
9.1.21	Brake Pads	8		
9.1.22	Brake calipers	8		
9.1.23	Brake slave cylinder	8		
9.1.24	Pneumatic Hose	2		
9.1.23	Tubes	8		

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9.1.24	Tyres	8		
9.1.25	Lights bulbs	10		
9.1.26	Head lamps	4		
9.1.27	Rear lamps	4		
9.1.28	Beacon	2		
9.1.29	Bolts and nuts	40		
9.1.30	Pre filter bowl	3		
9.1.31	Air filter primary	3		
9.1.32	Air filter secondary	3		
9.1.33	Oil filter	3		
9.1.34	Hydraulic filter	3		
9.1.35	Diesel filter	3		
9.1.36	Diesel sedimentor	3		
9.1.37	Radiator cap	2		
9.1.38	Diaphram pump	2		
9.1.39	Water pump	2		
9.1.40	Fuses (all sizes)	40		
9.1.41	Transmission oil filter	2		
9.1.42	Seals (all sizes)	20		

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9.1.43	Bearings (all sizes)	20		
9.1.44	Gasket	2		
9.1.45	Hydraulic motor	2		
9.1.46	Hydraulic cylinders	2		
9.1.47	Hydraulic valves	8		
9.1.48	Wiring harness	20		
9.1.49	Sensors (all)	20		
9.1.50	Drive belts	10		
9.1.51	Slip joints	8		
9.1.52	York	2		
9.1.53	Drive shafts	4		
9.1.54	Universal joints	10		
9.1.55	Brake shoes	8		
9.1.56	Brake drums	8		
9.1.57	Brake rotter	8		
9.1.58	Shock absorbers	24		
9.1.59	Springs	20		
9.1.60	Universal bolts	30		
9.1.61	Spring pins	30		

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9.1.62	Hubs	2		
9.1.63	Rims	8		
9.1.64	Wheels	8		
9.1.65	Axle gasket	8		
9.1.66	Axle shafts	8		
9.1.67	Axle bearing	8		
9.1.68	Axle seals	20		
9.1.69	Mirrors	4		
9.1.70	Lights	10		
9.1.71	Switches	8		
9.1.72	Electric invertors	20		
9.1.73	Hydraulic controls	10		
9.1.74	Remote starters	10		
9.1.75	Battery	2		
9.1.76	Seats	2		
9.1.77	Floor mats	4		
9.1.78	Head liners	4		
9.1.79	Roof panel	2		
9.1.80	Cab	2		

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9.1.81	Door panels	4		
9.1.82	Hinges	20		
9.1.83	Console and centre control	4		
9.1.84	Cab bumper	2		
9.1.85	Grill	2		
9.1.86	Grill guards	4		
9.1.87	Head lights	4		
9.1.88	Tail lights	4		
9.1.89	Cab latches	10		
9.1.90	Wind shield	8		
9.1.91	Side windows	8		
9.1.92	Gauges and instruments	10		
9.1.93	Fuse circuit breakers	2		
9.1.94	Cab mountings and isolators	10		
9.1.95	Cab suspension components	10		
9.1.96	Air con pump	2		
9.1.97	Air con condenser	2		
9.1.98	Air con blower	2		
9.1.99	Air compressor	2		

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9.1.100	Exhaust pipe	2		
9.1.101	Air compressor pump	2		
9.1.102	Air compressor filters	4		
9.1.103	Air compressor regulators	4		
9.1.104	Air valves	4		
9.1.105	Solenoids valves	4		
9.1.106	Pneumatics valves	4		
9.1.107	Valve blocks	4		
9.1.108	Pneumatic cylinders	6		
9.1.109	Cylinder rods	10		
9.1.110	Cylinder seals	20		
9.1.111	Air dryer	2		
9.1.112	Air tank	2		
9.1.113	Pneumatic gauges	10		
LOT 10	SDLG ROLLER			
10.1	Injector pump	2		
10.1.1	Engine starter brushes	2		
10.1.2	Engine starter bendex	2		
10.1.3	Engine starter coil	2		

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10.1.4	Engine starter	2		
10.1.5	Alternator	2		
10.1.6	Alternator pulley	4		
10.1.7	Alternator pulley bearing	4		
10.1.8	Water pump	2		
10.1.9	Oil pump	2		
10.1.10	Oil cooler	2		
10.1.11	Radiator	2		
10.1.12	Turbocharger	2		
10.1.13	Rubber belts	8		
10.1.14	Hydraulic Hose	8		
10.1.15	Hydraulic Ram	4		
10.1.16	Hydraulic pump	2		
10.1.17	valves	12		
10.1.18	Brake Disc	12		
10.1.19	Brake Pads	12		
10.1.20	Brake calipers	12		
10.1.21	Brake slave cylinder	12		
10.1.22	Pneumatic Hose	8		

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10.1.23	Tubes	8		
10.1.24	Tyres	8		
10.1.25	Lights bulbs	20		
10.1.26	Head lamps	6		
10.1.27	Rear lamps	6		
10.1.28	Beacon	2		
10.1.29	Bolts and nuts	30		
LOT 11	JOHN DERE FRONT-END-LOADER			
11.1	Injector pump	2		
11.1.1	Engine starter brushes	2		
11.1.12	Engine starter bendex	2		
11.1.3	Engine starter coil	2		
11.1.4	Engine starter	2		
11.1.5	Alternator	2		
11.1.6	Alternator pulley	2		
11.1.7	Alternator pulley bearing	8		
11.1.8	Water pump	2		
11.1.9	Oil pump	2		
11.1.10	Oil cooler	2		

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11.1.11	Radiator	2		
11.1.12	Turbocharger	2		
11.1.13	Rubber belts	2		
11.1.14	Clutch plate	2		
11.1.15	Clutch thrust bearing	8		
11.1.16	Hydraulic Hose	6		
11.1.17	Hydraulic Ram	6		
11.1.18	Hydraulic pump	2		
11.1.19	valves	4		
11.1.20	Brake Disc	8		
11.1.21	Brake Pads	8		
11.1.22	Brake calipers	8		
11.1.23	Brake slave cylinder	8		
11.1.24	Pneumatic Hose	6		
11.1.25	Tubes	8		
11.1.26	Tyres	8		
11.1.27	Lights bulbs	10		
11.1.28	Head lamps	4		
11.1.29	Rear lamps	4		

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Procurement Reference Number: MRDC/RW/FA03/25.**

11.1.30	Beacon	2		
11.1.31	Bucket tips	20		
11.1.32	Bolts and nuts	30		
	TOTAL PRICE			
GRAND TOTAL BID PRICE FOR USD) in words				
Bidders to quote prices including delivery and any other related costs				

“The total price of each lot no// is figures is USD.....and
in
words.....
.....
as indicated in the various amounts and the respective currencies];
and (b) total price of all lots (sum of all lots) is
.....
.....

- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in **Subsection 1.7.8.** from the date fixed for the Bid submission deadline specified in **Subsection 1.8.2.** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) **Performance Security:** If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security.

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- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **Subsections 1.4.5. and 1.7.11.**
- (h) **Suspension and Debarment:** We, along with any of our subcontractors or Bidders for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procurement Regulatory Authority of Zimbabwe (PRAZ).
- (i) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding procedures or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (j) **Not Bound to request Goods:** We understand that there is no obligation on the Procuring Entity/Purchaser(s) to request any Goods from any FA Bidder during the Term of the Framework Agreement.
- (k) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation, or obligation has been made by the Procuring Entity/Purchaser in respect of the Goods that may be requested by it, or any participating Purchaser(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (l) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Bid that you may receive.
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder :

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Name of the person duly authorized to sign the Bid on behalf of the Bidder: **

.....

Title of the person signing the Bid:.....

Signature of the person named above:

Date signedday of.....month.....,..... year.....

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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Bidder Information Form

Primary Procurement - Framework Agreement Goods

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:/...../..... of Bid submission]
Procurement Ref No.:
Page _____ of _____ pages

1. Bidder's legal Name
2. In case of JV, legal name of each member:
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[.....]</i>
5. Bidder's Address in country of registration: <i>[.....]</i>
6. Bidder's Authorized Representative Information Authorized Representative's name: Address: <i>[.....]</i> Telephone/Fax numbers: <i>[.....]</i> Email Address: <i>[.....]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with Subsections 1.4.1.(a) 1.4.2. 1.4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with Subsection 1.4.3.

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**Bidder's JV Members Information Form
Primary Procurement - Framework Agreement Goods**

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date:/...../..... of Bid submission]
Procurement Ref No.:
Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with Subsections 1.4.1.(a) 1.4.2. 1.4.3.

Name of the Bidder :

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **

.....

Title of the person signing the Bid:.....

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Signature of the person named above:

Date signedday of.....*month*.....,..... year.....

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Technical Proposal Schedule

[Note: Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested in Section 1. attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this Bidding Document prevail over any attachments. If your proposal is not authorised, it may be rejected.]

In case the Provider of goods is a Joint Venture (JV), the Bid must be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.]

Procurement Reference Number:	
Subject of Procurement:	
Name of Bidder:	
<i>Bidder</i> Reference Number:	
Date of Technical Proposal:	

We offer to provide the goods described in the Statement of Requirements, in accordance with the terms and conditions stated in your Bidding Document referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in

Subsection 1.4.

The validity period of our proposal is: [.....] days from the date of the submission.

We submit on the attached appendix the evidence to demonstrate our capability and suitability to supply the required goods:

Appendix: Experience and qualifications.

We understand that our technical proposal and appendix, if approved or as amended, will be included in the Framework Agreement and in the Call-off Contract and shall form a contractual commitment.

We enclose a separately sealed financial proposal.

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We declare that we are not debarred from bidding and that the documents we submit are true and correct

Technical Proposal Authorised By:

Signed	Name:
In capacity of:	Date:(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm	
Address:	
Corporate Seal (where appropriate)	

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SECTION 4 – STATEMENT OF REQUIREMENTS

Technical Specifications

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS take into account that:

- *The TS constitute the benchmarks against which the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation of the Bids by the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity.*
- *The TS shall require that all Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Goods.*
- *Standards for equipment, materials, and workmanship specified in the BD shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other standards or codes of practice are referred to in the TS, whether from the Purchaser’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*

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- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
 - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
 - (b) *Any sustainable procurement technical requirements shall be clearly specified.*
 - (c) *Detailed tests required (type and number).*
 - (d) *Other additional work required to achieve full delivery.*
 - (e) *Detailed activities to be performed by the Supplier, and any relevant activities by the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity.*
 - (f) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied if such guarantees are not met.*

[The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall include an additional ad-hoc Bid form (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.]

[When the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity requests that the Bidder provides in its Bid a part or all the Technical Specifications, technical schedules, or other technical information, the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall specify in detail the nature and extent of the required information and the way it has to be presented by the Bidder in its Bid.]

[If a summary of the Technical Specifications (TS) must be provided, the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

Summary of Technical Specifications. *The Goods shall comply with following Technical Specifications and Standards:*

Item No	Item description and full technical Specification required (including applicable standards)	{Confirm full specification of items offered by Bidder <u>and</u> compliance of items to detail in column b}
LOT 1	Tractors (New Holland, Massey Ferguson and Taffee)	
1.1	Pre filter bowl	

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1.2	Primary and secondary air filter	
1.3	Oil filters	
1.4	Hydraulic filter	
1.5	Diesel filters	
1.6	Diesel sedimentary	
1.7	Radiator caps	
1.8	Diaphragm pump	
1.9	Gearbox oil filter	
1.9.1	Water pump	
1.9.2	Fuses	
1.9.3	Hydraulic quick release couples	
1.9.4	Water cooler	
1.9.5	Driers	
LOT 2	Shantui Grader	
2.1	Injector pump	
2.1.1	Engine starter brushes	
2.1.2	Engine starter bendex	
2.1.3	Engine starter coil	
2.1.4	Engine starter	
2.1.5	Alternator	
2.1.6	Alternator pulley	

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2.1.7	Alternator pulley bearing	
2.1.8	Water pump	
2.1.9	Oil pump	
2.1.10	Oil cooler	
2.1.11	Radiator	
2.1.12	Turbocharger	
2.1.13	Rubber belts	
2.1.14	Clutch plate	
2.1.15	Clutch thrust bearing	
2.1.16	Hydraulic Hose	
2.1.17	Hydraulic Ram	
2.1.18	Hydraulic pump	
2.1.19	valves	
2.1.20	Brake Disc	
2.1.21	Brake Pads	
2.1.22	Brake calipers	
2.1.23	Brake slave cylinder	
2.1.24	Pneumatic Hose	
2.1.25	Tubes	
2.1.26	Tyres	
2.1.27	Lights bulbs	

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2.1.28	Head lamps	
2.1.29	Rear lamps	
2.1.30	Beacon	
2.1.31	Grader blades set complete with bolts and nuts	
2.1.32	Bolts and nuts	
2.1.33	Pre filter bowl	
2.1.34	Air filter primary	
2.1.35	Air filter secondary	
2.1.36	Oil filter	
2.1.37	Hydraulic filter	
2.1.38	Diesel filter	
2.1.39	Diesel sedimentor	
2.1.40	Radiator cap	
2.1.41	Diaphram pump	
2.1.42	Water pump	
2.1.43	Fuses (all sizes)	
2.1.44	Transmission oil filter	
2.1.45	Seals (all sizes)	
2.1.46	Bearings (all sizes)	
2.1.47	Gasket	
2.1.48	Hydraulic motor	

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2.1.49	Hydraulic cylinders	
2.1.50	Hydraulic valves	
2.1.51	Wiring harness	
2.1.52	Sensors (all)	
2.1.53	Blade hydraulic cylinder	
2.1.54	Drive belts	
2.1.55	Sprockets	
2.1.56	Idler wheels	
2.1.57	Tandem axle bearings	
2.1.58	Tandem wheel bearing	
2.1.59	Tandem half shaft	
2.1.60	Tandem axle shaft	
2.1.61	Tandem brake components	
2.1.62	Tandem axle housing	
2.1.63	Slip joints	
2.1.64	York	
2.1.65	Drive shafts	
2.1.66	Universal joints	
2.1.67	Brake shoes	
2.1.68	Brake drums	
2.1.69	Brake rotter	

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2.1.70	Shock absorbers	
2.1.71	Springs	
2.1.72	Universal bolts	
2.1.73	Spring pins	
2.1.74	Hubs	
2.1.75	Rims	
2.1.76	Wheels	
2.1.77	Axle gasket	
2.1.78	Axle shafts	
2.1.79	Axle bearing	
2.1.80	Axle seals	
2.1.81	Mirrors	
LOT 3	Sanny Grader	
3.1	Injector pump	
3.1.1	Engine starter brushes	
3.1.2	Engine starter bendex	
3.1.3	Engine starter coil	
3.1.4	Engine starter	
3.1.5	Alternator	
3.1.6	Alternator pulley	
3.1.7	Alternator pulley bearing	

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3.1.8	Water pump	
3.1.9	Oil pump	
3.1.10	Oil cooler	
3.1.11	Radiator	
3.1.12	Turbocharger	
3.1.13	Rubber belts	
3.1.14	Clutch plate	
3.1.15	Clutch thrust bearing	
3.1.16	Hydraulic Hose	
3.1.17	Hydraulic Ram	
3.1.18	Hydraulic pump	
3.1.19	valves	
3.1.20	Brake Disc	
3.1.21	Brake Pads	
3.1.22	Brake calipers	
3.1.23	Brake slave cylinder	
3.1.24	Pneumatic Hose	
3.1.25	Tubes	
3.1.26	Tyres	
3.1.27	Lights bulbs	
3.1.28	Head lamps	

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3.1.29	Rear lamps	
3.1.30	Beacon	
3.1.31	Grader blades set complete with bolts and nuts	
3.1.32	Bolts and nuts	
3.1.33	Pre filter bowl	
3.1.34	Air filter primary	
3.1.35	Air filter secondary	
3.1.36	Oil filter	
3.1.36	Hydraulic filter	
3.1.37	Diesel filter	
3.1.38	Diesel sedimentor	
3.1.39	Radiator cap	
3.1.40	Diaphram pump	
3.1.41	Water pump	
3.1.42	Fuses (all sizes)	
3.1.43	Transmission oil filter	
3.1.44	Seals (all sizes)	
3.1.45	Bearings (all sizes)	
3.1.46	Gasket	
3.1.47	Hydraulic motor	
3.1.48	Hydraulic cylinders	

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3.1.49	Hydraulic valves	
3.1.50	Wiring harness	
3.1.51	Sensors (all)	
3.1.52	Blade hydraulic cylinder	
3.1.53	Drive belts	
3.1.54	Sprockets	
3.1.55	Idler wheels	
3.1.56	Tandem axle bearings	
3.1.57	Tandem wheel bearing	
3.1.58	Tandem half shaft	
3.1.59	Tandem axle shaft	
3.1.60	Tandem brake components	
3.1.61	Tandem axle housing	
3.1.62	Slip joints	
3.1.63	York	
3.1.64	Drive shafts	
3.1.65	Universal joints	
3.1.66	Brake shoes	
3.1.67	Brake drums	
3.1.68	Brake rotter	
3.1.69	Shock absorbers	

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3.1.70	Springs	
3.1.71	Universal bolts	
3.1.72	Spring pins	
3.1.73	Hubs	
3.1.74	Rims	
3.1.75	Wheels	
3.1.76	Axle gasket	
3.1.77	Axle shafts	
3.1.78	Axle bearing	
3.1.79	Axle seals	
3.1.80	Mirrors	
LOT 4	Bulldozer	
4.10	Injector pump	
4.1.1	Engine starter brushes	
4.1.2	Engine starter bendex	
4.1.3	Engine starter coil	
4.1.4	Engine starter	
4.1.5	Alternator	
4.1.6	Alternator pulley	
4.1.7	Alternator pulley bearing	
4.1.8	Water pump	

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4.1.9	Oil pump	
4.1.10	Oil cooler	
4.1.11	Radiator	
4.1.11	Turbocharger	
4.1.12	Rubber belts	
4.1.13	Clutch plate	
4.1.14	Clutch thrust bearing	
4.1.15	Hydraulic Hose	
4.1.16	Hydraulic Ram	
4.1.17	Hydraulic pump	
4.1.18	valves	
4.1.19	Brake Disc	
4.1.20	Brake Pads	
4.1.21	Brake calipers	
4.1.22	Brake slave cylinder	
4.1.23	Pneumatic Hose	
4.1.24	Tubes	
4.1.25	Tyres	
4.1.26	Lights bulbs	
4.1.27	Head lamps	
4.1.28	Rear lamps	

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4.1.29	Beacon	
4.1.30	Grader blades set complete with bolts and nuts	
4.1.31	Bolts and nuts	
4.1.32	Track rollers	
4.1.33	Track pins	
4.1.34	Track chain	
4.1.35	Idler wheels	
4.1.36	Sprockets	
4.1.37	Steering clutches	
LOT 5	TLB	
5.1	Injector pump	
5.1.1	Engine starter brushes	
5.1.2	Engine starter bendex	
5.1.3	Engine starter coil	
5.1.4	Engine starter	
5.1.5	Alternator	
5.1.6	Alternator pulley	
5.1.7	Alternator pulley bearing	
5.1.8	Water pump	
5.1.9	Oil pump	
5.1.10	Oil cooler	

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5.1.11	Radiator	
5.1.12	Turbocharger	
5.1.13	Rubber belts	
5.1.14	Clutch plate	
5.1.15	Clutch thrust bearing	
5.1.16	Hydraulic Hose	
5.1.17	Hydraulic Ram	
5.1.18	Hydraulic pump	
5.1.19	valves	
5.1.20	Brake Disc	
5.1.21	Brake Pads	
5.1.22	Brake calipers	
5.1.23	Brake slave cylinder	
5.1.24	Pneumatic Hose	
5.1.25	Tubes	
5.1.26	Tyres	
5.1.27	Lights bulbs	
5.1.28	Head lamps	
5.1.29	Rear lamps	
5.1.30	Beacon	
5.1.31	Tips	

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5.132	Bolts and nuts	
LOT 6	TIPPER TRUCK	
6.1	Injector pump	
6.1.1	Engine starter brushes	
6.1.2	Engine starter bendex	
6.1.3	Engine starter coil	
6.1.4	Engine starter	
6.1.5	Alternator	
6.1.6	Alternator pulley	
6.1.7	Alternator pulley bearing	
6.1.8	Water pump	
6.1.9	Oil pump	
6.1.10	Oil cooler	
6.1.11	Radiator	
6.1.12	Turbocharger	
6.1.13	Rubber belts	
6.1.14	Clutch plate	
6.1.15	Clutch thrust bearing	
6.1.16	Hydraulic Hose	
6.1.17	Hydraulic Ram	
6.1.18	Hydraulic pump	

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6.1.19	valves	
6.1.20	Brake Disc	
6.1.21	Brake Pads	
6.1.22	Brake calipers	
6.1.23	Brake slave cylinder	
6.1.24	Pneumatic Hose	
6.1.24	Tubes	
6.1.25	Tyres	
6.1.26	Lights bulbs	
6.1.26	Head lamps	
6.1.27	Rear lamps	
6.1.28	Beacon	
6.1.29	Bolts and nuts	
6.1.30	Pre filter bowl	
6.1.31	Air filter primary	
6.1.32	Air filter secondary	
6.1.33	Oil filter	
6.1.34	Hydraulic filter	
6.1.35	Diesel filter	
6.1.36	Diesel sedimentor	
6.1.37	Radiator cap	

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6.1.38	Diaphragm pump	
6.1.39	Water pump	
6.1.40	Fuses (all sizes)	
6.1. 41	Transmission oil filter	
6.1. 42	Seals (all sizes)	
6.1. 43	Bearings (all sizes)	
6.1. 44	Gasket	
6.1. 45	Hydraulic motor	
6.1. 46	Hydraulic cylinders	
6.1. 47	Hydraulic valves	
6.1. 48	Wiring harness	
6.1. 49	Sensors (all)	
6.1. 50	Drive belts	
6.1. 51	Slip joints	
6.1. 52	York	

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6.1. 53	Drive shafts	
6.1. 54	Universal joints	
6.1. 55	Brake shoes	
6.1. 56	Brake drums	
6.1. 57	Brake rotter	
6.1. 58	Shock absorbers	
6.1. 59	Springs	
6.1. 60	Universal bolts	
6.1. 61	Spring pins	
6.1. 62	Hubs	
6.1. 63	Rims	
6.1. 64	Wheels	
6.1. 65	Axle gasket	
6.1. 66	Axle shafts	
6.1. 67	Axle bearing	

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6.1. 68	Axle seals	
6.1. 69	Mirrors	
6.1. 70	Lights	
6.1. 71	Switches	
6.1. 72	Electric invertors	
6.1. 73	Hydraulic controls	
6.1. 74	Remote starters	
6.1. 75	Battery	
6.1. 76	Seats	
6.1. 77	Floor mats	
6.1. 78	Head liners	
6.1. 79	Roof panel	
6.1. 80	Cab	
6.1. 81	Door panels	

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6.1. 82	Hinges	
6.1. 83	Console and centre control	
6.1. 84	Cab bumper	
6.1. 85	Grill	
6.1. 86	Grill guards	
6.1. 87	Head lights	
6.1. 88	Tail lights	
6.1. 89	Cab latches	
6.1. 90	Wind shield	
6.1. 91	Side windows	
6.1. 92	Gauges and instruments	
6.1. 93	Fuse circuit breakers	
6.1. 94	Cab mountings and isolators	
6.1. 95	Cab suspension components	
6.1. 96	Air con pump	

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6.1. 97	Air con condenser	
6.1. 98	Air con blower	
6.1. 99	Air compressor	
6.1. 100	Exhaust pipe	
6.1. 101	Air compressor pump	
6.1. 102	Air compressor filters	
6.1. 103	Air compressor regulators	
6.1. 104	Air valves	
6.1. 105	Solenoids valves	
6.1. 106	Pneumatics valves	
6.1. 107	Valve blocks	
6.1. 108	Pneumatic cylinders	
6.1. 109	Cylinder rods	
6.1. 110	Cylinder seals	
6.1. 111	Air dryer	

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6.1. 112	Air tank	
6.1. 113	Pneumatic gauges	
LO T 7	DUMPER TRAILERS	
7.1	Hydraulic Hose	
7.1. 1	Hydraulic Ram	
7.1. 2	Tyres	
7.1. 3	Tubes	
7.1. 4	Hubs complete with studs	
7.1. 5	Bolts and nuts	
LO T 8	HOWO WATER BOWSER	
8.1	Injector pump	
8.1. 1	Engine starter brushes	
8.1. 2	Engine starter bendex	
8.1. 3	Engine starter coil	
8.1. 4	Engine starter	

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8.1. 5	Alternator	
8.1. 6	Alternator pulley	
8.1. 7	Alternator pulley bearing	
8.1. 8	Water pump	
8.1. 9	Oil pump	
8.1. 10	Oil cooler	
8.1. 11	Radiator	
8.1. 12	Turbocharger	
8.1. 13	Rubber belts	
8.1. 14	Clutch plate	
8.1. 15	Clutch thrust bearing	
8.1. 16	Hydraulic Hose	
8.1. 17	Hydraulic Ram	
8.1. 18	Hydraulic pump	
8.1. 19	valves	

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8.1. 20	Brake Disc	
8.1. 21	Brake Pads	
8.1. 21	Brake calipers	
8.1. 22	Brake slave cylinder	
8.1. 23	Pneumatic Hose	
8.1. 23	Tubes	
8.1. 24	Tyres	
8.1. 25	Lights bulbs	
8.1. 26	Head lamps	
8.1. 27	Rear lamps	
8.1. 28	Beacon	
8.1. 29	Water pump	
8.1. 30	Bolts and nuts	
8.1. 31	Pre filter bowl	
8.1. 32	Air filter primary	

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8.1. 33	Air filter secondary	
8.1. 34	Oil filter	
8.1. 35	Hydraulic filter	
8.1. 36	Diesel filter	
8.1. 37	Diesel sedimentor	
8.1. 38	Radiator cap	
8.1. 39	Diaphragm pump	
8.1. 40	Water pump	
8.1. 41	Fuses (all sizes)	
8.1. 42	Transmission oil filter	
8.1. 43	Seals (all sizes)	
8.1. 44	Bearings (all sizes)	
8.1. 45	Gasket	
8.1. 46	Hydraulic motor	
8.1. 47	Hydraulic cylinders	

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8.1. 48	Hydraulic valves	
8.1. 49	Wiring harness	
8.1. 50	Sensors (all)	
8.1. 51	Drive belts	
8.1. 52	Slip joints	
8.1. 53	York	
8.1. 54	Drive shafts	
8.1. 55	Universal joints	
8.1. 56	Brake shoes	
8.1. 57	Brake drums	
8.1. 58	Brake rotter	
8.1. 59	Shock absorbers	
8.1. 60	Springs	
8.1. 61	Universal bolts	
8.1. 62	Spring pins	

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8.1. 63	Hubs	
8.1. 64	Rims	
8.1. 65	Wheels	
8.1. 66	Axle gasket	
8.1. 67	Axle shafts	
8.1. 68	Axle bearing	
8.1. 69	Axle seals	
8.1. 70	Mirrors	
8.1. 71	Lights	
8.1. 72	Switches	
8.1. 73	Electric invertors	
8.1. 74	Hydraulic controls	
8.1. 75	Remote starters	
8.1. 76	Battery	

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8.1. 77	Seats	
8.1. 78	Floor mats	
8.1. 79	Head liners	
8.1. 80	Roof panel	
8.1. 81	Cab	
8.1. 82	Door panels	
8.1. 83	Hinges	
8.1. 84	Console and centre control	
8.1. 85	Cab bumper	
8.1. 86	Grill	
8.1. 87	Grill guards	
8.1. 88	Head lights	
8.1. 89	Tail lights	
8.1. 90	Cab latches	

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8.1. 91	Wind shield	
8.1. 92	Side windows	
8.1. 93	Gauges and instruments	
8.1. 94	Fuse circuit breakers	
8.1. 95	Cab mountings and isolators	
8.1. 96	Cab suspension components	
8.1. 97	Air con pump	
8.1. 98	Air con condenser	
8.1. 99	Air con blower	
8.1. 100	Air compressor	
8.1. 101	Exhaust pipe	
8.1. 102	Air compressor pump	
8.1. 103	Air compressor filters	
8.1. 104	Air compressor regulators	

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8.1. 105	Air valves	
8.1. 106	Solenoids valves	
8.1. 107	Pneumatics valves	
8.1. 108	Valve blocks	
8.1. 109	Pneumatic cylinders	
8.1. 110	Cylinder rods	
8.1. 111	Cylinder seals	
8.1. 112	Air dryer	
8.1. 113	Air tank	
8.1. 114	Pneumatic gauges	
LO T 9	SHACMAN REFUSE COMPACTOR	
9.1	Injector pump	
9.1. 1	Engine starter brushes	
9.1. 2	Engine starter bendex	
9.1. 3	Engine starter coil	

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9.1. 4	Engine starter	
9.1. 5	Alternator	
9.1. 6	Alternator pulley	
9.1. 7	Alternator pulley bearing	
9.1. 8	Water pump	
9.1. 9	Oil pump	
9.1. 10	Oil cooler	
9.1. 11	Radiator	
9.1. 12	Turbocharger	
9.1. 13	Rubber belts	
9.1. 14	Clutch plate	
9.1. 15	Clutch thrust bearing	
9.1. 16	Hydraulic Hose	
9.1. 17	Hydraulic Ram	
9.1. 18	Hydraulic pump	

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9.1. 19	valves	
9.1. 20	Brake Disc	
9.1. 21	Brake Pads	
9.1. 22	Brake calipers	
9.1. 23	Brake slave cylinder	
9.1. 24	Pneumatic Hose	
9.1. 23	Tubes	
9.1. 24	Tyres	
9.1. 25	Lights bulbs	
9.1. 26	Head lamps	
9.1. 27	Rear lamps	
9.1. 28	Beacon	
9.1. 29	Bolts and nuts	
9.1. 30	Pre filter bowl	
9.1. 31	Air filter primary	

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9.1. 32	Air filter secondary	
9.1. 33	Oil filter	
9.1. 34	Hydraulic filter	
9.1. 35	Diesel filter	
9.1. 36	Diesel sedimentor	
9.1. 37	Radiator cap	
9.1. 38	Diaphragm pump	
9.1. 39	Water pump	
9.1. 40	Fuses (all sizes)	
9.1. 41	Transmission oil filter	
9.1. 42	Seals (all sizes)	
9.1. 43	Bearings (all sizes)	
9.1. 44	Gasket	
9.1. 45	Hydraulic motor	
9.1. 46	Hydraulic cylinders	

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9.1. 47	Hydraulic valves	
9.1. 48	Wiring harness	
9.1. 49	Sensors (all)	
9.1. 50	Drive belts	
9.1. 51	Slip joints	
9.1. 52	York	
9.1. 53	Drive shafts	
9.1. 54	Universal joints	
9.1. 55	Brake shoes	
9.1. 56	Brake drums	
9.1. 57	Brake rotter	
9.1. 58	Shock absorbers	
9.1. 59	Springs	
9.1. 60	Universal bolts	
9.1. 61	Spring pins	

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9.1. 62	Hubs	
9.1. 63	Rims	
9.1. 64	Wheels	
9.1. 65	Axle gasket	
9.1. 66	Axle shafts	
9.1. 67	Axle bearing	
9.1. 68	Axle seals	
9.1. 69	Mirrors	
9.1. 70	Lights	
9.1. 71	Switches	
9.1. 72	Electric invertors	
9.1. 73	Hydraulic controls	
9.1. 74	Remote starters	
9.1. 75	Battery	
9.1. 76	Seats	

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9.1. 77	Floor mats	
9.1. 78	Head liners	
9.1. 79	Roof panel	
9.1. 80	Cab	
9.1. 81	Door panels	
9.1. 82	Hinges	
9.1. 83	Console and centre control	
9.1. 84	Cab bumper	
9.1. 85	Grill	
9.1. 86	Grill guards	
9.1. 87	Head lights	
9.1. 88	Tail lights	
9.1. 89	Cab latches	
9.1. 90	Wind shield	

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9.1. 91	Side windows	
9.1. 92	Gauges and instruments	
9.1. 93	Fuse circuit breakers	
9.1. 94	Cab mountings and isolators	
9.1. 95	Cab suspension components	
9.1. 96	Air con pump	
9.1. 97	Air con condenser	
9.1. 98	Air con blower	
9.1. 99	Air compressor	
9.1. 100	Exhaust pipe	
9.1. 101	Air compressor pump	
9.1. 102	Air compressor filters	
9.1. 103	Air compressor regulators	
9.1. 104	Air valves	
9.1. 105	Solenoids valves	

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9.1. 106	Pneumatics valves	
9.1. 107	Valve blocks	
9.1. 108	Pneumatic cylinders	
9.1. 109	Cylinder rods	
9.1. 110	Cylinder seals	
9.1. 111	Air dryer	
9.1. 112	Air tank	
9.1. 113	Pneumatic gauges	
LO T 10	SDLG ROLLER	
10.1	Injector pump	
10.1 .1	Engine starter brushes	
10.1 .2	Engine starter bendex	
10.1 .3	Engine starter coil	
10.1 .4	Engine starter	
10.1 .5	Alternator	

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10.1 .6	Alternator pulley	
10.1 .7	Alternator pulley bearing	
10.1 .8	Water pump	
10.1 .9	Oil pump	
10.1 .10	Oil cooler	
10.1 .11	Radiator	
10.1 .12	Turbocharger	
10.1 .13	Rubber belts	
10.1 .14	Hydraulic Hose	
10.1 .15	Hydraulic Ram	
10.1 .16	Hydraulic pump	
10.1 .17	valves	
10.1 .18	Brake Disc	
10.1 .19	Brake Pads	
10.1 .20	Brake calipers	

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10.1 .21	Brake slave cylinder	
10.1 .22	Pneumatic Hose	
10.1 .23	Tubes	
10.1 .24	Tyres	
10.1 .25	Lights bulbs	
10.1 .26	Head lamps	
10.1 .27	Rear lamps	
10.1 .28	Beacon	
10.1 .29	Bolts and nuts	
LO T 11	JOHN DERE FRONT-END-LOADER	
11.1	Injector pump	
11.1 .1	Engine starter brushes	
11.1 .12	Engine starter bendex	
11.1 .3	Engine starter coil	
11.1 .4	Engine starter	

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11.1 .5	Alternator	
11.1 .6	Alternator pulley	
11.1 .7	Alternator pulley bearing	
11.1 .8	Water pump	
11.1 .9	Oil pump	
11.1 .10	Oil cooler	
11.1 .11	Radiator	
11.1 .12	Turbocharger	
11.1 .13	Rubber belts	
11.1 .14	Clutch plate	
11.1 .15	Clutch thrust bearing	
11.1 .16	Hydraulic Hose	
11.1 .17	Hydraulic Ram	
11.1 .18	Hydraulic pump	
11.1 .19	valves	

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11.1 .20	Brake Disc	
11.1 .21	Brake Pads	
11.1 .22	Brake calipers	
11.1 .23	Brake slave cylinder	
11.1 .24	Pneumatic Hose	
11.1 .25	Tubes	
11.1 .26	Tyres	
11.1 .27	Lights bulbs	
11.1 .28	Head lamps	
11.1 .29	Rear lamps	
11.1 .30	Beacon	
11.1 .31	Bucket tips	
11.1 .32	Bolts and nuts	

Detailed Technical Specifications and Standards *[insert whenever necessary].*

[Insert detailed description of TS]

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Financial Proposal Schedule

***Note:** Complete this form with all the requested details and submit it as **the first page** of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A **signature and authorisation** on this form will confirm that the terms and conditions of this Bidding Document prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in a currency indicated in Subsection 1.17. In case the bidder is a Joint Venture (JV), the Bid must be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.*

Procurement reference number	
Subject of Procurement:	
Name of bidder:	
Bidder reference Number:	
Date of Financial Proposal:	

The total price of our proposal is: USD,amount]
being for lot number and or package number

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation or adjustment.

Financial Proposal Authorised By:

Signed	Name:
In capacity of:	Date:(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm	
Address:	
.....	
Corporate Seal (where appropriate)	

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Summary of Costs

[Complete this form to summarise all the costs together from the breakdown of costs and submit it as part of your financial proposal.]

Item	Costs
	<i>[Indicate Currency]</i>
Fees	
Reimbursable Costs	
VAT	
Total USD Cost of Financial Proposal ¹	

1 The total cost must coincide with the sum in the Financial Proposal Submission Sheet.

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BREAKDOWN OF CONTRACT PRICE (FEES)

Complete this form with details of all your costs and submit it as part of your financial proposal. Authorise the rates quoted in the signature block below. Where this is a lump sum contract, the total price will be the contract price and the breakdown will be used only to determine the price of any additional Goods. Where this is a time-based contract, the breakdown will be used as the cost estimates and payment will be made for the Goods performed and costs actually incurred.

Currency of Costs: USD

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Unit Rate	Total Price
Sub Total:				

Breakdown of Contract Price Authorised By:

Signed In capacity of: Duly authorised for and on behalf of: Firm Address:	Name: Date:(DD/MM/YY)
--	--

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Corporate Seal (where
appropriate)

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BREAKDOWN OF CONTRACT PRICE (REIMBURSABLES)

Currency of Costs: USD

REIMBURSABLE COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Sub Total:				

Breakdown of Contract Price Authorised By:

Signed	Name:
In capacity of:	Date:(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm	
Address:	

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APPENDIX: EXPERIENCE AND QUALIFICATIONS

Provide background information about the Bidder that is bidding for the Contract and of any other Bidder that is associated with this bid. State whether any of the required Goods will be sub-contracted. Describe the experience of the Bidder in performing similar contracts, as required under Subsections 1.7.3 and 1.7.6.

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SECTION 6 – PROCURING ENTITY FORMS [IN SINGLE USER FA]

Notification to Conclude a Framework Agreement

...../...../.....

To successful Bidder: TBA

**Notification to Conclude a Framework Agreement
Framework Agreement No. MRDC/RW/FA03/25**

This is to notify you that your Bid dated /...../..... to conclude a Framework Agreement in relation to the supply and delivery of **[TBA]** is hereby accepted by the **[TBA]**.

Please sign, date and return the Framework Agreement withindays of receipt of this Notification.

Authorized Signature: _____
Name: _____
Title/position: _____
Name of Procuring Entity: _____
Telephone: _____
Email: _____

Attachment: Framework Agreement

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SECTION 7 – FRAMEWORK AGREEMENT

7.1 FRAMEWORK AGREEMENT TEMPLATE

[This form is to be completed by the Lead Procuring Entity / Procuring Entity / Responsible Contracting Entity in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.]

***Note:** In the Primary Procurement process the Lead Procuring Entity / Responsible Contracting Entity (in case of multiple – user FA) is responsible for establishing the FA(s). However, the parties to the FA will be the Procuring Entities in their capacity as “Purchaser(s)” entitled to purchase under the FA. In the FA, the successful Bidder(s) is called the “Bidder”. This covers the Bidder’s capacity as both a holder of a FA and as a Bidder under a Call off Contract.]*

This Framework Agreement is made for the supply and delivery of TBA/

on the] day of [.....: *month*], [*insert year*]

between

[for Single User Framework Agreement]

**the Purchaser(s) MANYAME RURAL DISTRICT COUNCIL “a Procuring Entity”
of Zimbabwe, and**

AND

the bidder legal. Firm. Operating in Zimbabwe and registered.
having its principal place of business at address] ... and named as the **bidder** in this
Framework Agreement.

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the bidder to provide the specified goods to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through a Call-off Contract. W

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

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Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

Schedule 1: Schedule of Requirements

Schedule 2: Key personnel

Schedule 3: Price

Schedule 4: Secondary Procurement

Schedule 5: Call-off Contract: General Conditions of Contract (GCC)

Schedule 6: Secondary Procurement Forms

Schedule 7: List of Purchasers none except MANYAME RDC

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the applicable legislation of Zimbabwe, in particular the Public Procurement and Disposal of Public Assets Act [Chapter 22:23] and the Public Procurement and Disposal of Public Assets (General) Regulations, 2018.

“For and on behalf of the Purchaser:”

Signed:

Full name:

In the capacity of:

In the presence of Witness

For and on behalf of the bidder:

Signed:

Full name:

In the capacity of:

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In the presence of Witness

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SECTION A: FRAMEWORK AGREEMENT GENERAL PROVISIONS

1. Definitions

Unless the context indicates otherwise, the following words and expressions shall have the following meaning:

- (a) “*Call-off Contract*” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the provision of Goods.
- (b) “*Closed Framework Agreement*” is where no new Bidder may conclude Framework Agreement(s) during the Term of the Framework Agreement.
- (c) “*Commencement Date*” is the date of the Notice to conclude the Framework Agreement, being the commencement of the Term of the FA.
- (d) “*Contract Price*” is the price payable to the Bidder as specified in the Call-off Contract.
- (e) “*Day*” means calendar day.
- (f) “*In Writing*” means any alphabetical or numerical expression that can be read or reproduced and subsequently communicated in written form. It can include information sent and stored electronically.
- (g) “*Lead Procuring Entity*”, when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the entity responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the **FA Specific Provisions**. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Procuring Entity. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.
- (h) “*Lump Sum Contract*” means a Call-off Contract, under which the Goods are performed for an all-inclusive fixed total amount.
- (i) “*Multi-User Framework Agreement*” means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the **FA Specific Provisions**.
- (j) “*Open Framework Agreement*” is where an interested new Bidder can conclude Framework Agreement(s) during the Term of the Framework Agreement.
- (k) “*Purchaser*” is/are the Procuring Entity(ies) that is/are permitted to purchase Goods from a Bidder under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes the Lead Procuring Entity.

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- (l) “*Responsible Contracting Entity*”, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the Contracting Entity responsible for managing and administering the Framework Agreement for use by the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Contracting Entity. A Responsible Contracting Entity is not a Purchaser under the Framework Agreement.
- (m) “*Secondary Procurement*” is the method used to select a Bidder and award a Call-off Contract under this Framework Agreement.
- (n) “*Single-User Framework Agreement*” means a Framework Agreement where there is only one Purchaser, as specified in the **FA Specific Provisions**.
- (o) “*Goods*” means all Goods [*legal Goods*] as specified in the **FA Specific Provisions**, that the Bidder is required to provide to the Purchaser under a Call-off Contract.
- (p) “*Bidder*” means the private entity (legal person), or a combination of entities as a joint venture, who has concluded a Framework Agreement to provide to a Purchaser, from time to time, and as and when required, the Goods, under a Call-off Contract.
- (q) “*Term*” means the duration of this Framework Agreement as described in the **FA Specific Provisions** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the **FA Specific Provisions**, but not exceeding the maximum allowable duration under the Act and Regulations.
- (r) “*Time-based contract*” means a Call-off Contract under which the Goods are provided based on fixed fee rates and payments are made on the basis of actual time spent.

2. Framework Agreement Documents

2.1 This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.

2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3. Bidder’s obligations

3.1 The bidder shall offer to provide (*standing offer*) to the Purchaser, the goods described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.

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3.2 The bidder undertakes to provide the goods under a Call-off Contract. The goods provided shall be:

- (a) as specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
- (b) at the Contract Price specified in the Call-off Contract, and
- (c) at such times and to such locations as specified in the Call-off Contract.

3.3 The bidder agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 5, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of the goods.

4. Continued Eligibility

4.1 During the Term of the Framework Agreement, the bidder shall continue to be eligible *as per* the eligibility criteria stipulated in the Primary Procurement process. The bidder shall notify the Purchaser immediately, in writing, if it ceases to be eligible.

4.2 To continue to be eligible the bidder shall not have been sanctioned pursuant to the Anti-Corruption provisions. Where the bidder has been so sanctioned it will be ineligible for the duration of the period of time as the sanction's decision shall have determined.

4.3 The Purchaser or the Responsible Contracting Entity may require, during the Term of the Framework Agreement, evidence of the bidder's continued eligibility. Failure to provide such evidence, as requested, may result in the bidder being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

5. Term

5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

5.2 Where permitted in the **FA Specific Provisions**, the Term may be extended, at the Purchaser's sole discretion, and where there has been satisfactory performance by the bidder. To extend the Term, the Purchaser shall give the bidder no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired.

6. Representative

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The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day-to-day operation of the Framework Agreement.

7. Role of Lead Procuring Entity or Responsible Contracting Entity

7.1 Where there is a Lead Procuring Entity or a Responsible Contracting Entity that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Procuring Entity or Responsible Contracting Entity. The Lead Procuring Entity or Responsible Contracting Entity is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension, and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.

7.2 Where no Lead Procuring Entity or a Responsible Contracting Entity has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in FAGP 6 above, in relation to communications and notices *etc.*, apply to the Purchaser.

8. Contract Price

The Contract Price for each Call-off Contract shall be determined as specified in the **FA Specific Provisions**.

9. Performance Security

The Purchaser may require a Performance Security from the bidder in relation to the performance of a specific Call-off Contract. In this event, the Service bidder shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special Conditions of Contract.

10. Language

10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Purchaser and bidder, shall be written in the language specified in the **FA Specific**

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Provisions. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

10.2 The bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

11 Notices

Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

12 Fraud and Corruption

12.1 The Purchaser requires compliance with the Anti-Corruption provisions of Zimbabwean Law.

12.2 The Purchaser requires the bidder to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.

13 Records, inspections, and audit

13.1 The bidder shall keep and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.

13.2 The bidder shall permit, and shall cause its subcontractor(s) to permit, the Purchaser and/or persons appointed by the Purchaser, to inspect the site and/or the accounts and records relating to the Framework Agreement, and/or any Call-off Contract(s) awarded under the Framework Agreement, in relation to the procurement process, selection, contracting, execution or implementation, and to have such accounts and records audited by auditors appointed by the Purchaser, if requested by the Purchaser. The bidder's and its Subcontractors' attention is drawn to FAGP 12.1, which provides, *inter alia*, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights constitute a prohibited practice subject to contract termination.

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14 Confidential Information

14.1 The Purchaser and the bidder shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

14.2 The obligation of a party under FAGP 14.1. above, shall not apply to information that:

- (a) the Purchaser or bidder need to share with the financing agency or other institution(s) participating in the financing of a Call-off Contract
- (b) now, or in future, enters the public domain through no fault of that party
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

15 Governing Law

This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of Zimbabwe, unless otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

16 Change to the Framework Agreement

Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

17 Termination of the Framework Agreement

17.1 The Purchaser or the Responsible Contracting Entity, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the bidder, if:

- (a) It has been proven that the bidder has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the bidder ceases to be eligible *as per* FAGP 4, or

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- (c) the bidder purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Purchaser, or
- (d) the bidder becomes bankrupt or otherwise insolvent.

17.2 The Purchaser or the Responsible Contracting Entity may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the bidder, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the bidder under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

18 Consequence of expiry or termination

Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

19 Dispute resolution in relation to this Framework Agreement

19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

19.2 Where parties have exhausted the process described in FAGP 19.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

20 Dispute resolution in relation to Call-off Contracts

20.1 The Purchaser and the bidder for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to

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commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

20.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the bidder any monies due the bidder

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SECTION B: FRAMEWORK AGREEMENT SPECIFIC PROVISIONS

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

Framework Agreement General Provision	SUPPLY AND DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT SPARES Under Framework Agreement,
FAGP 1. (g), (i), (k) and (n) Single/Multi-User	“This is a Single-User Framework Agreement.”
FAGP 1. (o) Goods	This Framework Agreement relates to the SUPPLY AND DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT SPARES Under Framework Agreement , under a separate Call-off Contract. The goods are more fully described in Schedule 1: Schedule of Requirements.
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents: a. Framework Agreement, including all Sections and Schedules, and b. Letter of Bid (from Primary Procurement process)
FAGP 4. Eligibility	At the present time, none of firms, Goods and goods from other countries are excluded from this Framework Agreement as being ineligible however this is a domestic procurement requirement open to Zimbabwe only.
FAGP 1. (q) and 5.1 Term	The Term of this Framework Agreement is two years.
FAGP 5.2 Term extension(s)	“The initial term may be extended by a maximum of one additional year if satisfactory.”]

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FAGP 6 Representatives	<p><u>Purchaser's Representatives</u></p> <p><i>for this Single-User Framework Agreement</i></p> <p>The name and contact details of the Purchaser's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
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FAGP 6 Representatives	<p><u>Bidder's Representatives</u></p> <p>The name and contact details of the bidder's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name: Title/position: Address: Phone: Mobile: E-mail:</p>
FAGP 8 Contract Price	The Contract Price that will apply to the purchase of Goods under a Call-off Contract shall be the Price stipulated in the Framework Agreement, Schedule 3. subject to provisions below.
FAGP 8 Contract Price	<p>Price Adjustments</p> <p>The Price offered by the bidder, as stipulated in the FA may be subject to price adjustments during a Secondary Procurement as follows:</p> <p>(a) In case there is any change in the law of Zimbabwe with respect to taxes and duties which increases or decreases the costs incurred in performing the contract, as specified in the Call-off Contracts.</p> <p>(b) To cover any unexpected necessary additional expenditures, as specified in the Call-off Contracts.</p>
FAGP 10.1 Language	The language of this Framework Agreement, and any Call-off Contract is English
FAGP 20.2 Dispute Resolution in relation to Call-off Contract.	<p>The rules of procedure for arbitration proceedings shall be as follows:</p> <p><i>the proceedings that are to apply are: For Contracts with a Bidder of the Purchaser's Country nationality:</i></p> <p>Litigation (Court Procedure) in courts of jurisdiction in Zimbabwe</p> <p>"In the case of a dispute between the Purchaser and a bidder who is a national of the Purchaser's Country, the dispute shall be referred to arbitration in accordance with the laws of Zimbabwe."</p> <p>The place of arbitration will be <i>in Zimbabwe</i></p>

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7.2 SCHEDULE 1: SCHEDULE OF REQUIREMENTS

Subject	Requirement
Goods to be supplied	The contract involves Supply and Delivery of Heavy Vehicles, Plant and Equipment Spares to Manyame Rural District Council.
Location(s)	The goods shall be supplied to Manyame RDC or any other stated location in the contract.
Time of performance	The goods shall be supplied as and when the need arises at a particular date and time as communicated by the Procuring Entity.
Duration of contract	Shall be 2 years but with renewable one year option.
Manpower	There shall be a dedicated qualified senior manager responsible for handling the MRDC contract to ensure efficient, quality, and best value for money service delivery to MRDC.
Resources and reports	1. the bidder must provide and issue an invoice denominated in US\$ but payable in Zimbabwean currency (ZiG) @ RBZ rate of invoice date.
Contract Administration & Supervision of performance	The Procurement Manager for Manyame Rural District Council shall administer and monitor the performance this contract.

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7.4 SCHEDULE 3: PRICE

[For Lump Sum Contracts insert the total price and breakdown]

TOTAL BID PRICE FOR USD) in words
Bidders to quote prices including delivery and any other related costs

7.4 SCHEDULE 4: SECONDARY PROCUREMENT

This Section contains the methods and the criteria that the Procuring shall use to conduct a Secondary Procurement process to select a bidder and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in this Bidding document for the Secondary Procurement process.

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**Secondary Procurement method(s) for Award of Call-Off
Contracts**

The Secondary Procurement method(s) that apply to the selection of a bidder for the award of a Call-off Contract under this Framework Agreement are]:

- (i) Cascade restricted to the winners of the FA,
- (ii) Direct selection, based on *ex ante* balanced division of Goods.
- (iii) any other applicable method allowed by the Act and Regulations from time to time

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Cascade

The Purchaser will propose the award of Call-off Contract to the first ranked bidder in the primary procurement process holding a Framework Agreement, being the one with the highest total score. If for any reason the first ranked bidder does not accept the Call-off Contract, the Purchaser will propose the award to the second ranked bidder in the primary procurement process holding a Framework Agreement, being the second with the highest total score, and so on, until one of the FA bidders holding a Framework Agreement accepts the Call-off Contract. This becomes the method of preference while Direct selection based on *ex ante* balanced division of Goods is an alternative.

The Purchaser will issue the Call-off Contract according to the conditions set forth in the Framework Agreement.

Direct selection based on *ex ante* balanced division of goods

The Purchaser will rotate the award of Call-off Contracts amongst all eligible bidders holding a Framework Agreement, based on a balanced division of goods: to the extent workload is feasible

The first Call-off Contract(s) will be awarded to the bidder whose Framework Agreement was ranked first in the primary procurement process. The first bidder will continue to be awarded Call-off Contracts until the total value/quantity of all Call-off Contracts awarded reaches the upper value/quantity limit.

A second bidder, whose Framework Agreement was ranked second in the primary procurement process, will then be awarded the subsequent Call-off Contracts until the total value/quantity of all Call-off Contracts awarded reaches the upper value/quantity limit. And so on.

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The Purchaser will issue the Call-off Contract according to the conditions set forth in the Framework Agreement.

2. Formation of Call-off contract (to become legally binding)

The Purchaser shall confirm that the selected bidder continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

2.1 **For the cascade method**, the Call-off contract is formed when:

“the Purchaser issues, the Letter of Award of Call-off Contract to the successful bidder.” *[add if applicable: “Following the formation of contract, through offer and acceptance, the Purchaser and bidder shall sign a Call-off Contract as per the form contained in the Framework Agreement.”]* OR

2.2 **For direct selection based on ex ante balanced division of goods**, the Call-off contract is formed when the Purchaser transmits, to the successful bidder the Letter of Award and the Call-off Contract for signature and return.

2.3 The Call-off Contract is signed by both the Purchaser and the bidder, and the bidder shall submit the performance security within the period specified in the Letter of Award. The date that the Call-off Contract is formed, is the date mutually agreed by the parties.

3. Communicating the award of Call-off Contract

The Purchaser shall, at the same time as awarding the contract, communicate the award of the Call-off Contract to all FA bidders.

The communication be by the quickest means possible such as email and will contain, the following information:

- i. the name and address of the successful bidder
- ii. the goods being procured
- iii. the contract price.

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7.5 SCHEDULE 5: CALL-OFF CONTRACT: GENERAL CONDITIONS OF CONTRACT (GCC)

The following Call-off Contract General Conditions of Contract shall be read in conjunction with the other documents listed in the Call-Off Contract Form. Together with the aforementioned documents it shall constitute the complete Contract defining the rights and obligations of the Contract parties.

These General Conditions of Contract shall be incorporated in the Contract without any change. If needed, any change or adjustment shall be incorporated by the Procuring Entity in the Call-off Contract Special Conditions of Contract contained in the individual Call-off Contract.

1. Call-off Contract

- 1.1. The General and Specific provisions of the Framework Agreement shall be considered incorporated into this Call-off Contract.
- 1.2. All documents forming this Call-off Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. This Call-off Contract shall be read as a whole.

2. Definitions

- 2.1. In this Call-off Contract the words and expressions defined in the Framework Agreement shall (except where the context requires otherwise or as specified in 2.2. below) have the meaning given in the Framework Agreement. In this Call-off Contract references to attachments are, unless otherwise provided, references to attachments of this Call-off Contract.
- 2.2. Unless the context indicates otherwise, the following words and expressions shall have the following meanings:
 - (a) “*Contract*” means a Call-off Contract awarded under a Framework Agreement, through a Secondary Procurement process, for the provision of goods. The parties are the Purchaser and bidder;
 - (b) “*Contract Documents*” means the documents listed in the Call-off Contract, including any amendments thereto;
 - (c) “*Effective Date*” means the date on which the Contract comes into force pursuant to **GCC 9**;
 - (d) “*GCC*” means these General Conditions of Contract that apply to any Call-off Contract.
 - (e) “*Key Personnel*” means the Personnel referred to in **GCC 39. (b)**;

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- (f) “*Member*” means any of the entities that make up the joint venture/consortium/association; and “*Members*” means all these entities.
- (g) “*Personnel*” means professionals and support staff provided by the bidder or by any Subcontractors and assigned to supply the goods or any part thereof.
- (h) “*Party*” means the Purchaser or the bidder, as the case may be, and “*Parties*” means both of them.
- (i) “*Purchaser*” means the Lead Procuring Entity/Procuring Entity purchasing the goods, as specified in the Call-off Contract Special Conditions of Contract.
- (j) “*SCC*” means the Special Conditions of Contract as set out in an individual Call-off Contract.

3. Entire Agreement

The Call-off Contract constitutes the entire agreement between the Purchaser and the bidder and supersedes all communications, negotiations, and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4. Relationship Between the Parties

Nothing contained in this Contract shall be construed as establishing a relationship of employer and employee or of principal and agent as between the Purchaser and the bidder. The bidder has complete charge of Personnel and Subcontractors, if any, supplying the goods and shall be fully responsible for the goods supplied by them or on their behalf under the Contract.

5. Assignment

Neither the Purchaser nor the bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

6. Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under the Contract and to adopt all reasonable measures to ensure the realization of the objectives of the Contract.

7. Execution of Contract

The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that the Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of the Contract either Party believes that the Contract is operating unfairly, the Parties will use their best efforts to agree on such action

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as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this **GCC 7** shall give rise to a dispute subject to arbitration in accordance with **GCC 47**.

8. Fraud and Corruption

- 8.1. If the Purchaser determines that the bidder and/or any Subcontractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or executing the Contract or has otherwise acted contrary to the obligations set out in section 72 of the Act, then the Purchaser may, after giving fourteen (14) days' notice to the Bidder, terminate the Contract, and **GCC 42.1(d)** shall apply.
- 8.2. Should the Purchaser determine that any personnel of the bidder and/or any Subcontractor has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then the bidder and/or any Subcontractor shall ensure the removal of that personnel in accordance with **GCC 39(d)**.

9. Effectiveness of Contract

- 9.1. The Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the bidder instructing him to supply the goods. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 9.2. If the Contract does not become effective within twenty-one (21) days after the date of Contract signature by the Parties, either Party may, by not less than fourteen (14) days written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

10. Commencement of Goods

The bidder shall begin supply the goods not later than the number of days after the Effective Date specified in the SCC.

11. Expiration of Contract

Unless terminated earlier pursuant to **GCC 42**, the Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

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12. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. Pursuant to **GCC 7**, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

13. Nonwaiver

- (a) Subject to **GCC 13(b)** below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

14. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

15. Joint Venture Consortium or Association

- (a) If the bidder is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association specified in the SCC.
- (b) The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

16. Authorized Representatives

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Any action required or permitted to be taken, and any document required or permitted to be executed under the Contract by the Purchaser or the bidder, may be taken or executed by the officials specified in the SCC.

17. Eligibility

17.1. The bidder and its subcontractors shall have the nationality of an eligible country. All countries shall be eligible, except countries subject to the following provisions:

A country shall not be eligible if:

- (a) by law or lawful order, the Government of Zimbabwe prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Zimbabwe prohibits any payments to persons or entities in that country.

17.2. The bidder or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country

17.3. The bidder or subcontractor shall provide Personnel who are citizens of eligible countries.

17.4. Countries that are ineligible under this **GCC 17** shall be specified in the SCC.

18. Notices

18.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means any worded or numbered expression that can be read, reproduced, and later communicated. It may include electronically transmitted and stored information.

18.2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

19. Scope of goods and location

- (a) The goods to be provided shall be those specified in Annex 1 to the Request Form issued by the Purchaser, according to Schedule 6 – Secondary Procurement Forms.
- (b) The Goods shall be performed at such locations as are specified in the SCC and, where the location of a particular task is not so specified, at such locations, whether in Zimbabwe or elsewhere, as the Purchaser may approve

20. Standard of Performance

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- (a) The bidder shall perform the supply with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, materials and methods. The bidder shall always act, in respect of any matter relating to the Contract or to the goods, in the utmost good faith towards the Purchaser, and shall always support and safeguard the Purchaser's legitimate interests in any dealings with Subcontractors or Third Parties.
- (b) The bidder shall supply the goods in accordance with the laws of Zimbabwe and shall take all practicable steps to ensure that any Subcontractors, as well as the Personnel, comply with the laws of Zimbabwe.
- (c) The bidder shall hold the Purchaser's interest's paramount, without any consideration for future work, and shall strictly avoid conflict with other assignments or its own interests. Where any such conflict becomes apparent to the bidder, or where he has grounds to believe that any such conflict is likely to arise, the bidder shall without delay disclose it to the Purchaser.

21. bidder Not to Benefit from Commissions, Discounts, etc.

- (a) The payment of the bidder pursuant to **GCC 31** shall constitute the only payment in connection with the Contract and the bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or in the discharge of its obligations hereunder, and the bidder shall use its best efforts to ensure that any Subcontractors, as well as the Personnel of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the bidder, as part of the goods, has the responsibility of advising the Purchaser on the procurement of goods, works or Goods, the bidder shall comply with the Act and Regulations, and shall always exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the bidder in the exercise of such procurement responsibility shall be for the account of the Purchaser.

22. Prohibition of Conflicting Activities

The bidder shall not engage and shall cause their Personnel as well as their Subcontractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under the Contract.

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23. Confidentiality

Except with the prior written consent of the Purchaser, the bidder, Subcontractors and Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the goods, nor shall the bidder Subcontractors and Personnel make public the recommendations formulated during, or as a result of, the goods.

24. Liability of the bidder

The bidder liability under the Contract shall be provided by the laws of Zimbabwe.

25. Insurance

The bidder

- (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors, as the case may be) own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverages specified in the SCC, and
- (b) at the Purchaser's request, shall provide evidence showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

26. Accounting, Inspection and Auditing

The bidder shall permit the Purchaser and/or persons appointed by the Purchaser to inspect its accounts and records as well as those of its Subcontractors relating to the performance of the Contract. The bidder's attention is drawn to **GCC 8** which provides, *inter alia*, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under this **GCC 26** constitute a prohibited practice subject to contract termination.

27. Bidder's Actions Requiring Prior Approval

27.1. The bidder shall obtain the Purchaser's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Key Personnel listed in Schedule 2 of the FA.
- (b) Subcontracting work relating to the goods.
- (c) Any other action that may be specified in the SCC.

27.2. Notwithstanding such approval, the bidder shall retain full responsibility for the goods.

27.3. In the event that any Subcontractors are found to be incompetent or incapable in discharging assigned duties, the Purchaser may request the bidder to provide a

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replacement, with qualifications and experience acceptable, or to resume the performance of the goods itself.

28. Contract Administration Fee

The bidder shall pay the Contract Administration Fee set out in Part V of the Fifth Schedule to the Regulations if indicated in the SCC.

29. Taxes and Duties

The bidder Sub-Contractors and Personnel shall pay all taxes, duties, fees and other impositions levied under the laws of Zimbabwe as specified in the SCC.

30. Changes in law with respect to taxes and duties

If, after the Effective Date, there is any change in the law of Zimbabwe with respect to taxes and duties which increases or decreases the cost incurred by the bidder in performing the goods, the remuneration and reimbursable expenses otherwise payable to the bidder under the Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **GCC 32**.

31. Payments

In consideration of the goods supplied under the Contract, the Purchaser shall make to the bidder such payments and in such manner as provided by **GCC 32 and 33**.

32. Contract Price and Currency

31.1 The Contract price shall be expressed as a specific amount or amounts in the Agreement representing:

- (a) the total amount payable for a Lump Sum contract; or
- (b) the maximum amount for a Time-based contract.

31.2. Payments shall be made in the currency or currencies of the Contract price, unless otherwise specified in the SCC.

33. Type of Contract

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The type of Contract shall be as specified in the SCC and payments shall be in accordance with the provisions of:

- (a) **GCC 34**, Option 1 in the case of Lump Sum contracts; or
- (b) **GCC 35**, Option 2 in respect of Time-Based contracts.

34. Option 1 – Payments in respect of Lump Sum Contracts

- (a) The Contract Price shall be a fixed total lump-sum including all Personnel costs, Subcontractors' costs, printing, communications, travel, accommodation, and all other costs required to carry out the task described in the Contract.
- (b) The Contract Price may be increased only through amendment of the Contract in accordance with **GCC 12**.
- (c) The price for any additional Goods, as may be agreed in accordance with **GCC 12**, shall be determined using the Breakdown of Contract Price in Schedule 3 to the FA.

35. Option 2 – Payments in respect of Time-Based Contracts

- (a) The Contract Price shall be a maximum amount, based on the Breakdown of Cost Estimates of Schedule 3 to the FA.
- (b) Payment shall be made for the time spent and for reimbursable expenses actually incurred by the bidder in the performance of the goods.
- (c) Reimbursable expenditures shall include costs actually and reasonably incurred in the performance of the goods, as specified in the Contract.
- (d) The bidder's total remuneration shall not exceed the Contract price. The bidder shall notify the Purchaser as soon as cumulative charges incurred for the goods have reached 80% of the Contract Price.
- (e) Separate invoices shall be submitted for fees and for reimbursable expenditure.
- (f) Any amount which the Purchaser has paid or caused to be paid which is more than the amounts payable in accordance with the provisions of the Contract, shall be reimbursed by the bidder within thirty (30) days after receipt by the bidder of a notice thereof. Any such claim by the Purchaser for reimbursement must be made within twelve months after expiration on the Contract.

36. Payment Schedule

All payments under the Contract shall be made in accordance with the payment schedule specified in the SCC to the accounts of the bidder specified in the SCC.

- (a)

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37. Payment Terms

- (a) Unless otherwise specified in the SCC, payments shall be made by the Purchaser, no later than sixty (60) days after submission of a request for payment by the bidder.
- (b) The bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices and supporting documents. The supporting documentation required shall be as specified in the SCC.
- (c) The Purchaser shall notify the bidder of the inadmissibility of a request for payment due to an error, discrepancy, omission, or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. The Purchaser shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payment made and costs authorized to be incurred by the bidder, the Purchaser may add or subtract the difference from any subsequent payments.
- (d) Unless otherwise stated in the SCC, if the Purchaser has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the bidder for each day of delay at the inflation rate published by the Reserve Bank of Zimbabwe at <http://www.rbz.co.zw>.

38. Price Adjustments and Increases

- (a) Prices charged by the bidder shall not vary from the prices stipulated in the FA, Schedule 3, apart from any price adjustments authorized in the SCC.
- (b) Notwithstanding GCC 34 and 35, if pursuant to **GCC 30** the Parties agree that additional payments shall be made to the Bidder to cover any necessary additional expenditures, the Contract Price shall be increased by the amount or amounts of any such additional payments.

39. Personnel

- (a) In compliance with the provisions of **GCC 20** the Bidder shall employ and provide such qualified and experienced Personnel and Subcontractors as required to carry out the task.
- (b) The title, agreed job description, minimum qualifications of each of Key Personnel are described in Schedule 2 to the FA
- (c) Except as the Purchaser may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (d) If the Purchaser:

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- (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Bidder shall, at the Purchaser's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

40. Force Majeure

40.1 Definition

For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible in the circumstances, and:

- (a) includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) does not include:
 - (i) any event which is caused by the negligence or intentional action of a Party or a Party's Subcontractors or employees, nor any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of the Contract and avoid or overcome in the carrying out of its obligations hereunder.
 - (ii) insufficiency of funds or failure to make any payment required under the Contract.

40.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and

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reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.

40.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to the Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action because of Force Majeure.
- (d) During the period of their inability to perform the Goods because of an event of Force Majeure, the bidder, upon instructions by the Purchaser, shall either:
 - (i) demobilize, in which case the bidder shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Purchaser, in reactivating the supply of goods; or
 - (ii) continue with the provision of goods to the extent possible, in which case the bidder shall continue to be paid under the terms of the Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **GCC 47**.

41. Suspension

The Purchaser may, by written notice to the bidder, suspend all payments under the Contract if the bidder fails to perform any of its obligations under the Contract, including the supplying of the goods, provided that such notice of suspension:

- (a) shall specify the nature of the failure, and
- (b) shall request the bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of suspension.

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42. Termination

42.1. By the Purchaser

The Purchaser may terminate the Contract if any of the following events occur:

- (a) If the bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **GCC 41**, within thirty (30) days of receipt of a notice of suspension or within such further period as the Purchaser may have subsequently approved in writing.
- (b) If the bidder becomes (or, if the bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership, whether compulsory or voluntary.
- (c) If the bidder fails to comply with any final decision reached because of arbitration proceedings pursuant to **GCC 47.2**.
- (d) If the bidder, in the opinion of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (e) If the bidder submits to the Purchaser a false statement which has a material effect on the rights, obligations, or interests of the Purchaser.
- (f) If, as the result of Force Majeure, the bidder is unable to perform a material portion of the goods for a period of not less than sixty (60) days.
- (g) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

If any such event occurs, the Purchaser shall give not less than thirty (30) days' written notice of termination to the bidder, except where the event referred to in paragraph (d) occurs, when the Purchaser may terminate the Contract with immediate effect.

42.2. By the bidder

The bidder may terminate the Contract, by not less than thirty (30) days' written notice to the Purchaser, if any of the following events occurs:

- (a) If the Purchaser fails to pay any money due to the bidder pursuant to the Contract and not subject to dispute pursuant to **GCC 47** within forty-five (45) days after receiving written notice from the bidder that such payment is overdue.
- (b) If, as the result of Force Majeure, the bidder is unable to perform a material portion of the goods for a period of not less than sixty (60) days.

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- (c) If the Purchaser fails to comply with any final decision reached because of arbitration pursuant to **GCC 47**.
- (d) If the Purchaser is in material breach of its obligations pursuant to the Contract and has not remedied the breach within forty-five (45) days (or such longer period as the bidder may have subsequently approved in writing) following the receipt by the Purchaser of the bidder's notice specifying such breach.

43. Cessation of Rights and Obligations

Upon termination of the Contract, or upon expiration of the Contract pursuant to **GCC 11**, all rights and obligations of the Parties under the Contract shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration.
- (ii) the obligation of confidentiality set forth in **GCC 23**.
- (iii) the bidder's obligation to permit inspection, copying and auditing of its accounts and records set forth in **GCC 26**; and
- (iv) any right which a Party may have under the laws of Zimbabwe.

44. Cessation of provision of goods

Upon termination of the Contract by notice of either Party to the other, the bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the goods to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

45. Payment upon Termination

Upon termination of the Contract pursuant to **GCC 42.1 or 42.2**, the Purchaser shall make the following payments to the bidder:

- (a) remuneration pursuant to **GCC 31** for goods satisfactorily supplied prior to the effective date of termination, and reimbursable expenditures pursuant to **GCC 31** for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) to (e) of **GCC 42.1**, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

46. Disputes about Events of Termination

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If either Party disputes whether an event specified in paragraphs (a) to (f) of **GCC 42.1 or 42.2** has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for settlement in terms of **GCC 47**, and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting settlement.

47. Settlement of disputes

47.1 Amicable Settlement

The Purchaser and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract or its interpretation.

47.2 Dispute Resolution

- (a) If, after twenty-eight (28) days, the Parties have failed to resolve their dispute or difference by such mutual negotiation, then either Party may give notice to the other Party of its intention to commence arbitration under the Arbitration Act [Chapter 7:15], as amended.
- (b) Notwithstanding any reference to arbitration in the Contract,
 - (i) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (ii) the Purchaser shall pay any moneys due to the bidder.

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From this Page, the Contents shall be filled by parties after the primary stage. It's here for indicative purposes only

7.6 SCHEDULE 6: SECONDARY PROCUREMENT FORMS

**Request Form
Secondary Procurement under a Framework Agreement
(Method: cascade or direct selection)**

(The Purchaser issues will issue this RF)

From:	TBA
Purchaser's Representative:	TBA
Title/Position:	TBA
Address:	TBA
Telephone:	TBA
Email:	TBA

To:	TBA
Bidder's Representative:	TBA
Title/Position:	TBA
Address:	TBA
Telephone:	TBA
Email:	TBA

Framework Agreement (FA):	TBA
FA Date:	TBA
FA Reference No.	TBA

RF Ref No.:	TBA
RF Date:	TBA
RF issued:	This RF has been transmitted by: TBA

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Attachments:

Annex 1: Requested goods

Annex 2: Bidder Form

Annex 3: Call-off Contract for Supply of goods [*this may be the Call-off Contract Form or another acceptable template*]

This is a Request Form for the supply of goods in accordance with the above Framework Agreement (FA). This is an enquiry document only, constituting an invitation to form a Call-off Contract, and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance.

Annex 1 to this Request Form sets out the goods required and other relevant information. You must submit your Proposal by completing Annex 2.

Attached to this Request Form is a draft Call-Off Contract as Annex 3. The Purchaser is under no obligation to award any Call-Off Contract as a result of this Request Form.

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

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ANNEX 1: Requested Goods

Goods to be supplied and associated information:

**SUPPLY AND DELIVERY OF HEAVY VEHICLES, PLANT AND EQUIPMENT
SPARES Under Framework Agreement**

As and when required

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ANNEX 2: Bidder Form

From:
Bidder's Representative:
Title/Position:
Address:
Email:

To:
Purchaser's Representative:	[.....]
Title/Position:
Address:

Framework Agreement (FA)
FA Reference No.	[Insert Purchaser's FA reference]
Date of Framework Agreement:

RFQ Ref No.:
Date of Quotation:

[The bidder should detail how it proposes to deliver the goods set out in Annex 1, including key personnel, proposed sub-contractors (if any) and estimated completion date]

1. Conformity and no reservations

In response to the above-named RF we offer to supply the goods, in conformity with the FA. We confirm that we have examined and have no reservations to the RF, including the Call-off Contract.

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2. Eligibility and conflict of interest

We declare that we continue to be qualified and meet the eligibility requirements and that we have no conflict of interest.

3. Performance Security

If we are awarded the Call-off Contract, we commit to obtain a Performance Security in accordance with the RF and as provided on notification of award

4. Not Bound to Accept

We understand that you reserve the right to annul the RF process at any time prior to the award of a Call of Contract without incurring any liability to bidders.

5. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the bidder:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

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Sample Letter of Award of Call-off Contract

DateTBA.....

To: *[name and address of the Bidder]*

Subject: *Notification of Award of Call-off Contract No.....*

In reference to the Framework Agreement [*TBA and of/...../*]

please find inclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within
TBA

“You are also requested to furnish a Performance Security within *TBA* in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security Forms included in the Framework Agreement Secondary Procurement Forms. “]

Purchaser’s Authorized Signature: _____

Name and Title of Signatory: _____

Name of Purchaser: _____

Attachment: Call-off Contract

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Call-off Contract for the supply of Goods

Framework Agreement (FA):	
FA Date:	<i>[insert FA date]</i>
FA reference number:	
Goods:	

Purchaser:		Bidder:		
		<i>Name</i> <i>address</i>		
Supply of Groceries, and Office Lunches Under Framework Agreement.				
<i>[key personnel / subcontractors]</i>	<i>[description of Goods]</i>	<i>[proposed completion date]</i>	<i>[price]</i>	<i>[expenses]</i>
Special instructions/comments:		Total		

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Contract Documents

The following documents shall be deemed to form and be read and construed as part of this Agreement. The order of priority of the documents is the following:

- a) This Call-off agreement Form.
- b) Letter of award of Call-off Contract
- c) Bidder Form (if applicable)
- d) Contract Addenda No.____ (if any)
- e) Special Conditions of Call-off Contract and by reference the following documents:
[...]
- f) Framework Agreement,
- g) Section A- Framework Agreement General Provisions,
- h) Section B- Framework Agreement Specific Provisions
- i) Schedule 1: Schedule of Requirements
- j) Schedule 5: Call-off Contract General Conditions of Contract

- 1) In consideration of the payments to be made by the Purchaser to the bidder as specified in this Call-off Contract, the bidder hereby covenants with the Purchaser to provide the goods in conformity in all respects with the provisions of the Contract.
- 2) The Purchaser hereby covenants to pay the bidder in consideration of the provision of the goods, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed:

in the capacity of *[insert title or other appropriate designation]*

Date: _____

For and on behalf of the bidder

Signed: in the capacity of

Date: _____

Attachment

1. Special Conditions of Call-off Contract
2. Performance Security (N/A)

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Special Conditions of Call-off Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Call-off Contract (GCC). Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail.

GCC reference	Special Conditions
2.1 GCC 9.1	The effectiveness conditions are the following: <i>upon payment of contract admin fee to PRAZ and having signed the contract</i> <i>[Note: List here any conditions of effectiveness of the Contract. If there are no effectiveness conditions, delete this SCC].</i>
GCC 10	Latest time for supply of goods shall be <i>one (1) days] day after the Effective Date.</i>
GCC 11	The Contract shall expire after TBA from the Effective Date.
GCC 15 (a)	The Member in Charge is TBA
GCC 16	The Authorized Representatives are:
	For the Purchaser: TBA
	For the Bidder: TBA
Eligibility GCC 17.1	this is a Zimbabwean domestic procurement requirement and Zimbabwe is eligible
Eligibility GCC 17.4	Eligible Countries: All countries are eligible, except for <i>[list countries]</i>
Addresses for notices GCC 18.1	For <u>Notices</u> , the Purchaser's address shall be: Attention: TBA Street Address: TBA Floor/ Room number: TBA City: TBA ZIP Code: TBA Country: TBA Telephone: TBA Facsimile number: TBA Electronic mail address: TBA <u>Address for notices to the bidder:</u> <i>insert the name of bidder's officer authorized to receive notices]</i> [title/position TBA) [department/work unit] TBA [email address] TBA
GCC 19(b)	The location for the Supply of Groceries and Office Lunches shall:
2.2 GCC 25	Insurance

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	The risk provider and the coverage shall be as follow as at the time with the Merx, the bidder is responsible to the extend feasible as guided by insurance providers
GCC 29	Taxes and duties: The bidder, Subcontractors and Personnel shall pay all taxes, duties, fees and other impositions as are levied under the laws of Zimbabwe.
GCC 27.1(c)	Bidder's actions requiring prior approval: <i>where additional service needs has been noted but not on a call off order, the service provide should notify the for Purchaser's prior approval</i>
GCC 28	Contract Administration Fee: The Contract Administration Fee set out in Part V of the Fifth Schedule to the Regulations is due upon the signing of the Contract and the applicable Fee is \$ <i>[State applicable fee or delete]</i> .
GCC 32	Contract Price: The contract price is TBA
GCC 33	Type of Contract: Lump sum
GCC 36	<p>The following payment schedule shall apply: <i>[payment terms shall be as agreed and TBA]</i></p> <ul style="list-style-type: none"> • Full payment (100 per cent) of the lump-sum amount shall be paid upon satisfactory performance on ordered scope of work and having released the serviced Merx for operations
GCC 36(a)	The bidder Account(s): TBA
GCC 37(a)	Payment period: Payments shall be made within the agreed timelines being within TBA days from submission of a correct payment request.
GCC 37(b)	<p>Payment Documentation: The following documentation shall be required to support request for payment: an after-garage report with the invoice of service done referencing the call off order number</p> <p>Sample clause for Lump Sum Contracts <i>(a) reports or other deliverables</i></p>
GCC 37(d)	Interest for late payment: interest will be paid at the rate set by the Reserve bank of Zimbabwe for payments that are delayed by more than fifteen days beyond the due date.
GCC 38	Price Adjustment: primarily no price adjustment except inclusion on additional requirements or as affected by statutory requirements

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7.7 SCHEDULE 7: LIST OF PURCHASERS (NOT APPLICABLE)

**LIST OF PURCHASERS (is NOT APPLICABLE for this procurement
and remains Manyame RDC only as the single purchaser)**