



Midvaal Local Municipality
PO Box 9, Meyerton, 1960
Tel: 016 360 7400
Fax: 016 360 7519
www.midvaal.gov.za

COMPETITIVE BID

7 DAY TENDER	
FORMAL TENDER	X
CIDB TENDER	

8/2/9/40 (2026-2027)

BID TO APPOINT A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING AND SUPPORT OF ONE COMPLETE TRUCK-MOUNTED SPRAY-INJECTION ROAD MAINTENANCE PATCHING UNIT TO MIDVAAL LOCAL MUNICIPALITY (ONCE-OFF,)

COMPULSORY BRIEFING SESSION:	N/A		
DATE:	N/A	TIME:	N/A
CLOSING DATE:	01 October 2026	TIME:	10H00

FULL NAME OF TENDERING ENTITY:			
ENTITY REGISTRATION NUMBER			
COMPANY ADDRESS:			
CONTACT PERSON:			
TEL NO:		CELL NO:	
FAX NO:		EMAIL:	
CENTRAL SUPPLIER DATABASE (CSD) NO:			
MIDVAAL VENDOR NO. (NOT COMPULSORY):			
TOTAL BID PRICE/VALUE (INCLUDING VAT) (R):		IGNORE IF RATES BASED	

INDEX

	DESCRIPTION	PAGE NO.
1.	IMPORTANT INFORMATION RELATING TO THIS BID	
	BID ADVERTISEMENT	4 - 6
	TENDERING ENTITY OWNERSHIP DETAILS	7
	TENDERING ENTITY'S ATTACHMENT CHECKLIST	8
	MIDVAAL INDEMNITY FORM	9
2.	CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)	10 – 13
3.	MUNICIPAL SERVICES, RATES AND TAXES	14 – 15
4.	MUNICIPAL BIDDING DOCUMENTS	16
	MBD 1 – INVITATION TO BID	PART A 17
		PART B 18
	MBD 3 – SCHEDULE OF RATES (SERVICES/GOODS)	19
	MBD 4 – DECLARATION OF INTEREST	20 – 23
	MBD 5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	24 – 25
	MBD 6.1 – PREFERENCE POINTS CLAIM	26 – 29
	MBD 7.2 – CONTRACT FORM	PART 1 30 – 31
		PART 2 32
	MBD 8 – DECLARATION OF BIDDER'S PAST SCM PRACTICES	33 – 34
	MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION	35 – 37
5.	PERFORMANCE MANAGEMENT SYSTEM	38 – 39
6.	CONDITIONS OF CONTRACT	
	SPECIAL CONDITIONS OF THE CONTRACT	40 – 48
	GENERAL CONDITIONS OF THE CONTRACT	49 – 61
7.	TERMS OF REFERENCE (TOR)	62
	SCOPE OF WORKS	63 - 88
	SCHEDULE OF RATES	85
8.	ALTERNATIVE OFFERED	89 - 90
9.	ADDENDUM/S ISSUED	91

IMPORTANT
INFORMATION
RELATING
TO THIS BID

BID NUMBER:	8/2/9/40 (2026-2027)		
MUNICIPAL NOTICE NUMBER:	MN4178/26		
CLOSING DATE:	01 October 2026	TIME:	10H00
ADVERT DATE:	31 August 2026	VALIDITY PERIOD:	90 days
VALIDITY EXPIRY:	30 December 2026		

BIDS SUBMISSION

Bids are to be sealed in an envelope marked with the relevant bid number and description as indicated on the bidding documents and are to be placed in the tender box situated at:

Block A – Ground Floor,
25 Mitchell Street,
Meyerton,
1961

Bids are to be submitted between 07:30 and 16:00, Mondays to Fridays, prior to the closing date and time. No late submissions will be considered.

Please Note:

1. Bidders are requested to **initial each page** of the bid document.
2. **No** faxed or e-mailed tenders will be accepted.
3. All tenders must be submitted on the official forms **(not to be typed OR re-typed)**. **Only original** signed tender documents will be accepted.
4. Bids submitted for consideration **must be ‘written’ meaning by hand in black ink or any form of electronic or mechanical writing**. **No correction** fluid will be allowed, especially on the pricing schedule or BOQ. **All alterations** must be crossed-out and initialled/signed.
5. Where a **compulsory briefing session** is required, it is the onus of the bidder to attend and arrive in time. Late arrivals will not be allowed to sign the attendance register and will be deemed to be absent. **No bids will be considered** from bidders who did not attend the compulsory briefing session. **One** representative allowed per bidding entity.
6. Midvaal Local Municipality **will not accept** any bid with **missing pages** and **not fully completed** with the **required attachments**.
7. **Failure to adhere to the above may result in your bid not being further evaluated.**

8. REGISTRATION AS A VAT VENDOR

8.1 Clause 1: VAT Registration Threshold

8.1.1 According to the South African Revenue Service (SARS) regulations, it is obligatory to register for Value Added Tax (VAT) if the cumulative value of taxable supplies that have been made or are projected to be made within a rolling twelve-month period surpasses R1 Million.

8.2 Clause 2: Responsibility of Non-VAT Vendor Service Provider(s)

8.2.1 In instances where the service provider is not registered as a VAT vendor, it is their responsibility to ensure that the applicable VAT is included in their pricing calculation if the threshold mentioned in Clause 1.1 is met or anticipated to be met.

8.2.2 Furthermore, in such cases, the service provider must be registered for VAT within 21 working days from the date of being awarded the contract.

8.3 Clause 3: Failure to Incorporate VAT in Pricing Proposal

8.3.1 Should the service provider, who is not a registered VAT vendor, fail to incorporate the relevant VAT amount when submitting their pricing proposal, and it can be determined that the projected value of supplies will exceed R1 Million within any consecutive twelve-month period, the municipality reserves the right to add the applicable VAT to the offered price.

8.3.2 In the event that the service provider is awarded the contract, they will be required to register for VAT within 21 working days from the date of the award.

8.4 Clause 4: VAT Status During Contract Implementation

8.4.1 Once a service provider's VAT status has been established at the commencement of a contract, it is agreed that the service provider shall not alter their VAT registration status for the duration of the contract.

8.4.2 In the event that the service provider's VAT registration status changes during the contract implementation, the service provider shall be responsible for absorbing any VAT-related implications that may arise as a result of the change.

8.4.3 The service provider's obligation to absorb the VAT element throughout the duration of the contract, as outlined in Clause 4.2,

shall apply unless otherwise explicitly agreed upon in writing by both parties.

8.5 Clause 5: Exception for Panels

8.5.1 The provisions outlined in Clauses 1 to 4 are not applicable to panels. Price offers for panels will be considered and implemented on an as-needed basis. Non-VAT vendors do not have to include VAT in their bid prices, however they must submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million must include VAT in their price quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

EVALUATION OF BIDS

1. Bids will be evaluated and according to the following criteria:
 - a. Relevant specifications and where applicable, technical proposals;
 - b. Value for money;
 - c. Capability and ability to execute the contract;
 - d. Midvaal SCM Policy, PPPFA and its Regulation as well as any other relevant legislations; and
 - e. Supporting documents where required
2. Bidder's attention is specifically drawn to the provisions of the rules and specifications which are included in the bid documents.
3. The Council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid.
4. No bids will be considered from persons in the service of the state.

NB: THIS BID IS SUBJECT TO THE SPECIAL CONDITIONS OF CONTRACT AND GENERAL CONDITIONS OF CONTRACT

TENDERING ENTITY OWNERSHIP DETAILS

NAME OF PERSON / ENTITY	% OF SHARES OWNED
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

NB: Please feel free to add a separate page and attach behind this page if the provided space is not enough. Alternatively attach a shareholding certificate.

What percentage of the company is owned by **youth** _____%; **women** _____% and **people with disabilities** _____%

BIDDER'S ATTACHMENTS CHECKLIST

ADMINISTRATIVE COMPLIANCE:

DESCRIPTION			BIDDER'S CHECKLIST
1	Certified copy of the signed resolution by all directors authorising a director/ other official of the company to sign the documents on behalf of the company.		☐ YES ☐ NO
2	Current Water and Lights / Rates and Taxes obtainable from the local or metropolitan municipality.		☐ YES ☐ NO
3	In a case of a Joint Venture (JV)/ Consortium, the JV agreement.		☐ YES ☐ NO
4	Valid B-BBEE certificate or completed or signed Sworn Affidavit The municipality only considers B-BBEE certificates from SANAS accredited agencies as well as certificates and sworn affidavits from the DTI.		☐ YES ☐ NO
SPECIFIC GOALS – POINTS CLAIM			
Goal	Weight		Bidder's Checklist
Local Enterprise (10 Points)	10 Points, if the business operates within the jurisdiction of Midvaal Local Municipality		☐ YES ☐ NO
	5 Points, if the business operates outside Midvaal but within the Sedibeng District jurisdiction		
	3 Points, if the business operates outside the Sedibeng jurisdiction		
	0 points for non-submission		
B-BBEE Status (10 Points)	Status Contributor	Points	B-BBEE certificate: - issued by the DTIC (The Department of Trade and Industry and Competition) through CIPC; OR - from an accredited institution registered with SANAS; OR - a valid sworn affidavit, as issued by the DTIC
	1	10	
	2	8	
	3	6	
	4	5	
	5	4	
	6	3	
	7	2	
8	1		

NB: confirmation of the voting district can be obtained from <https://www.elections.org.za/pw/Voter/Voter-Information>

A screenshot of the confirmation will be sufficient

BIDDER'S AUTHORISED SIGNATORY:

Full Names and Surname:

Signature:

MIDVAAL LOCAL MUNICIPALITY INDEMNITY

1. The Contractor hereby agrees to indemnify, hold harmless and defend Midvaal Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:
 - 1.1 Any liability with regard to claims by governmental authorities or others for non-compliance by Contractor of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
 - 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.
 - 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.
 - 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor' employees or the death of/or injury or sickness or disease to third parties.
 - 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
 - 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know- how in respect of the work designed by/or under the responsibility of the Contractor.
 - 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or Midvaal Local Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.
 - 1.8 Contractor shall indemnify Midvaal Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, _____ the undersigned (duly authorised to sign) hereby declare that I have read and understood the abovementioned and agree to all the above.

BIDDER'S AUTHORISED SIGNATORY:

Full Names and Surname:

Signature:

CONSENT AND
ACKNOWLEDGEMENT
IN TERM OF
PROTECTION OF
PERSONAL
INFORMATION
ACT 2013

CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)

This section sets out how personal information will be collected, used and protected by Midvaal Local Municipality hereinafter referred to as “MLM”, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with MLM and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

1. What is personal information?

The personal information that MLM requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

2. What is the purpose of the collection, use and disclosure (the processing) of personal information?

MLM is legally obligated to collect, use and disclose personal information for the purposes of:

- reporting MLM initiatives to the Gauteng Provincial Treasury and Sedibeng District Municipality;
- reporting to National Treasury all contracts awarded;
- obtaining information related to Tax Compliance information from SARS;
- Verifying information on the National Treasury database of defaulters;
- evaluating and processing applications for registration on the database;
- compiling statistics and other reports;
- providing personalised communications;
- complying with the law; and/or
- for a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.

3. How will MLM process personal information?

MLM will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- directly from the individual;
- from service providers who provided with services or goods to MLM;
- from MLM's own records relating to previous supply of services or goods; and/or
- from a relevant public or equivalent entity.

4. To whom will personal information be disclosed?

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation

to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (transborder flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of MLM's mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this policy and the law.

5. Consent and Permission to process personal information:

I hereby agree with the policy and provide authorisation to MLM to process the personal information provided for the purpose stated.

- I understand that withholding of or failure to disclose personal information will result in MLM being unable to perform its functions and/or any services or benefits I may require from MLM.
- Where I shared personal information of individuals other than myself with MLM I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- To this end, I indemnify and hold MLM not responsible in respect of any claims by any other person on whose behalf I have consented, against MLM should they claim that I was not so authorised.
- I understand that in terms of POPI and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- I will not hold MLM responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide MLM with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if MLM agrees to same in writing. MLM specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- In order to withdraw consent, please contact the Information Officer at Johannesm@midvaal.gov.za
- A copy of the full MLM policy is available at our offices, situated at Head Office, 25 Mitchell Street, Meyerton, 1961, South Africa.
- Individuals are encouraged to ensure that where personal information has changed in any respect to notify MLM so that our records may be updated. MLM will largely rely on the individual to ensure that personal information is correct and accurate.

- The individual has the right to access their personal information that MLM may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
 - the information comes under legal privilege in the course of litigation,
 - the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
 - giving access may cause a third party to refuse to provide similar information to MLM,
 - the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
 - the information as it is disclosed may result in the disclosure of another person's information,
 - the information contains an opinion about another person and that person has not consented, and/or
 - the disclosure is prohibited by law.

7. Requesting access and lodging of complaints:

- Please submit any requests for access to personal information in writing to MLM's information officer at Johannesm@midvaal.gov.za
- With any request for access to personal information, MLM will require the individual to provide personal information in order to verify identification and therefore the right to access the information.
- There may be a reasonable charge for providing copies of the information requested.
- If any request has not been addressed to satisfaction a complaint may be lodged at the office of the Information Regulator.

Signature:	Date:
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MUNICIPAL SERVICES, RATES AND TAXES

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a dually signed lease agreement:

(TO BE COMPLETED BY THE LANDLORD)		
Name of the Landlord:		
Property Physical Address:		
Please tick below	Yes	No
Rental: in arrears for more than 3 months		
Municipal services: in arrears for more than 3 months		
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE, OR LEASE AGREEMENT MUST BE ATTACHED BEHIND THIS PAGE.

MUNICIPAL BIDDING DOCUMENTS

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MIDVAAL LOCAL MUNICIPALITY					
BID NUMBER:	8/2/9/40 (2026-2027)	CLOSING DATE:	01 October 2026	CLOSING TIME:	10H00
DESCRIPTION	BID TO APPOINT A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING AND SUPPORT OF ONE COMPLETE TRUCK-MOUNTED SPRAY-INJECTION ROAD MAINTENANCE PATCHING UNIT TO MIDVAAL LOCAL MUNICIPALITY (ONCE-OFF,)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
25 MITCHELL STREET					
MEYERTON					
1961					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ YES ☐ NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ YES ☐ NO
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ YES ☐ NO [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ YES ☐ NO [IF YES ENCLOSE PROOF B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN MANAGEMENT		USER DEPARTMENT	PUBLIC SAFETY AND ROADS SERVICES	
TELEPHONE NUMBER	016 360 7530		TELEPHONE NUMBER	016 360 8569	
E-MAIL ADDRESS	tenders@midvaal.gov.za		E-MAIL ADDRESS	tenders@midvaal.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 3.1 - SCHEDULE OF RATES (RENDERING OF GOODS)

NAME OF BIDDER:			
BID NUMBER:	8/2/9/40 (2026-2027)	MN NO:	MN4178/26
CLOSING DATE:	01 October 2026	TIME:	10H00

OFFER TO BE VALID FOR **NINETY (90) DAYS** FROM THE CLOSING DATE OF BID.

REQUIRED BY: MIDVAAL LOCAL MUNICIPALITY AT THE PUBLIC SAFETY AND
ROADS SERVICES

BRAND AND MODEL: N/A

COUNTRY OF ORIGIN: SOUTH AFRICA

DOES THE OFFER COMPLY WITH ALL SPECIFICATIONS **YES/NO**

IF NOT, INDICATE DEVIATIONS(S): N/A

MBD 4 - DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position relation to the evaluating/adjudicating authority.
3. A Person who is an advisor or consultant contracted with the municipality.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1 Full Name of bidder or his or her representative:

4.2

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Identity Number:

4.3 Position occupied in the Company (director, trustee, shareholder²):

4.4 Company Registration Number:

4.5 Tax Reference Number:

4.6 VAT Registration Number:

4.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

4.8 Are you presently in the service of the state? **YES / NO**

If so, furnish particulars.

1 MSCM Regulations: “in the service of the state” means to be –

- (a) *A member of –*
- *any municipal council;*
 - *any provincial legislature; or*
 - *the national Assembly or the national Council of provinces;*
- (b) *a member of the board of directors of any municipal entity;*
- (c) *an official of any municipality or municipal entity;*
- (d) *an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the public Finance Management Act, 1999 (Act No 1 of 1999);*
- (e) *a member of the accounting authority of any national or provincial public entity; or*
- (f) *an employee of Parliament or a provincial legislature.*

² *Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.*

4.9 Have you been in the service of the state for the past twelve months?

YES / NO

If so, furnish particulars.

4.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

If so, furnish particulars.

4.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

If so, furnish particulars.

4.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

If so, furnish particulars.

4.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

If so, furnish particulars.

- 4.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

If so, furnish particulars.

5. Full details of directors / trustees / members / shareholders.

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

Please note that The Federal Executive of the DA resolved as follows:

“That no office-bearer or member of the professional staff of the Party, or any company, partnership, close corporation or similar juristic entity in which such office-bearer or member of the professional staff has an interest, may tender for or contract to provide any goods or services to any DA controlled government.

For the purposes of this resolution:

“office-bearer” means any public representative or member of the Federal Executive, a provincial executive, a provincial management committee, a regional executive or a constituency executive;

“an interest” means that the office bearer or member of the professional staff has a 5% of more stake; and

“member of the professional staff” means any person who has an employment contract with the Party, and includes any person who is employed by the Party but who is paid by an organ of state, but does not include any person paid a gratuity or honorarium for

services rendered to the Party.”

- 6.1 Are you or your company an office-bearer by means of any public representative or member of the Federal Executive, a provincial executive, a provincial management committee, a regional executive or a constituency executive?

YES / NO

If so, furnish particulars.

- 6.2 Do you or your company have an interest by means that the office bearer or member of the professional staff has a 5% of more stakes?

YES / NO

If so, furnish particulars.

- 6.3 Are you or your company a member of the professional staff by means any person who has an employment contract with the Party, and includes any person who is employed by the Party but who is paid by an organ of state, but does not include any person paid a gratuity or honorarium for services rendered to the Party?

YES / NO If so, furnish particulars.

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

POSITION

NAME OF BIDDER

MBD 5 - DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?

YES / NO

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

If yes, furnish particulars.

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

If yes, furnish particulars.

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

If yes, furnish particulars.

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

POSITIONNAME OF BIDDER

NAME OF BIDDER

MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

—

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **90/10** preference point system. OR
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system will be applicable** in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 If it is unclear whether the 80/20 or 90/10 preference point system applies, the following will apply:—
- (a) an invitation for tender for income-generating contracts, either the 80/20 or 90/10 preference point system will apply and the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable

preference point system; then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local Enterprise	N/A	10	N/A	
B-BBEE	N/A	10	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm _____

4.4 Company registration number _____

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

MBD 7.1 - CONTRACT FORM – RENDERING OF GOODS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) _____
_____In accordance with the requirements and task directives / proposals specifications stipulated in Bid Number: **8/2/9/40 (2026-2027) BID TO APPOINT A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING AND SUPPORT OF ONE COMPLETE TRUCK-MOUNTED SPRAY-INJECTION ROAD MAINTENANCE PATCHING UNIT TO MIDVAAL LOCAL MUNICIPALITY (ONCE-OFF,)** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract
 - (ii) -General Conditions of Contract; and
 - (iii) -Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT

CAPACITY

SIGNATURE

NAME OF FIRM

DATE: _____

WITNESSES

1. _____

DATE: _____

2. _____

DATE: _____

PART 2 (TO BE FILLED IN BY MIDVAAL LOCAL MUNICIPALITY)

1. I _____ in my capacity as _____ accept your bid under reference number Bid Number: **8/2/9/40 (2026-2027) BID TO APPOINT A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING AND SUPPORT OF ONE COMPLETE TRUCK-MOUNTED SPRAY-INJECTION ROAD MAINTENANCE PATCHING UNIT TO MIDVAAL LOCAL MUNICIPALITY (ONCE-OFF.)** dated _____ for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT MEYERTON ON _____

NAME (PRINT) _____

SIGNATURE

OFFICIAL STAMP

WITNESSES

1. _____

DATE: _____

- ## 2.

DATE: _____

MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

SIGNATURE

DATE

POSITION

NAME OF BIDDER

MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

8/2/9/40 (2026-2027) BID TO APPOINT A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING AND SUPPORT OF ONE COMPLETE TRUCK-MOUNTED SPRAY-INJECTION ROAD MAINTENANCE PATCHING UNIT TO MIDVAAL LOCAL MUNICIPALITY (ONCE-OFF,) in response to the invitation for the bid made by:

MIDVAAL LOCAL MUNICIPALITY (Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ (Name of Bidder) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered

- (market allocation)
- (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

PERFORMANCE **MANAGEMENT** **SYSTEM**

PERFORMANCE MANAGEMENT SYSTEM

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

A final PMS document will be concluded in consultation with the appointed bidder.

ACCEPTANCE OF PMS AGREEMENT

You are hereby requested to sign this document as acceptance that your performance will be measured continuously in terms of the PMS.

CONTRACTOR

Signature : _____

Name : _____

Designation : _____

Date : _____

MIDVAAL LOCAL MUNICIPALITY

Signature : _____

Name : _____

Designation : _____

Date : _____

SPECIAL
CONDITIONS
OF
CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. TERMINATION AT MIDVAAL LOCAL MUNICIPALITY'S OPTION

- 1.1 Midvaal Local Municipality shall have the right at any time, with or without cause, to terminate further performance of the WORK by written notice to Contractor specifying the date of termination. On the date of such termination stated in said notice, Contractor shall discontinue performance of the work and shall preserve and protect tools, materials, construction equipment and facilities on site, materials and plant equipment purchased for incorporation in the work, whether delivered to the site or on order, work in progress and completed work, both at site and in its own plant, pending Midvaal Local Municipality's instructions and, if requested by Midvaal Local Municipality, shall turn over the same to Midvaal Local Municipality, including title to said materials and equipment, or dispose of same in accordance with Midvaal Local Municipality's instructions.
- 1.2 In the event of such termination, Contractor shall, within seven (7) calendar days of such termination advise Midvaal Local Municipality of all outstanding subcontracts, rental agreements, and purchase orders which Contractor has with others pertaining to performance of the WORK and shall furnish Midvaal Local Municipality with complete copies thereof. Contractor shall upon request by Midvaal Local Municipality assign to Midvaal Local Municipality, or take such other action relative to such subcontracts, rental agreements or purchase orders as may be directed by Midvaal Local Municipality. When considering whether to cancel this contract, Midvaal Local Municipality shall be entitled to receive from the Contractor all information, including copies thereof, relating to outstanding subcontracts, rental agreements, purchase orders and other costs which the Contractor is likely to incur as a result of the cancellation, Contractor shall furnish all information and copies within seven days of Midvaal Local Municipality's written request.
- 1.3 All claims under any of the foregoing provisions shall be subject to the provisions that the Contractor shall take all reasonable steps to mitigate or diminish such costs or expenses and such claims shall be supported by documentation submitted to Midvaal Local Municipality, satisfactory in form and content to Midvaal Local Municipality and verified by Midvaal Local Municipality and are subject to the Contract having complied with clause 1.2. Midvaal Local Municipality may withhold any further payment due to the contractor until all the required documents in clause 1.2 have been received to Midvaal Local municipality's satisfaction.

2. TERMINATION FOR DEFAULT

- 2.1 In the event Contractor's estate is liquidated or placed under judicial management provisionally or finally, or if Contractor commit any act of insolvency or publish a notice of surrender or present a petition for the acceptance of the surrender of its estate as insolvent or makes or prepare to make an arrangement with, composition or assignment in favour of its creditors or agrees to carry out this Contract under a committee of inspectors of its creditors or goes into liquidation, whether provisionally or finally, or if Contractor defaults in the performance of any express obligation to be performed by it under this CONTRACT, and fails to correct or if immediate correction is not possible, shall fail to commence and diligently continue action to correct such default within five (5) working days following written notice thereof from Council or commits a breach of this contract and/or any other contract which the Contractor has with Midvaal Local Municipality and such breach is incapable of being cured, or

commits a criminal offence or any of its employees commits a criminal offence, Council may without prejudice to any other rights or remedies Midvaal Local Municipality may have, hold in abeyance further payments to Contractor and/or terminate further performance of all or part of the work under this Contract by written notice to Contractor specifying date of termination.

- 2.2 In the event that the contractor has the intention to voluntarily liquidate their estate, they shall inform Midvaal Local Municipality of such intention within 14 days prior to the voluntary liquidation application being initiated.

They shall further inform Midvaal Local Municipality in writing once the voluntary liquidation has been finalised no later than 48 hours from date, they receive such confirmation.

- 2.3 In the event of such termination by Midvaal Local Municipality, Council may take possession of the work at the site and any or all materials and plant equipment whether delivered to the site or on order therefore by Contractor, tools and construction equipment at site and finish the work by whatever method Council may deem expedient. Any methods procured / used by Council to expedite and / or to complete the work pursuant to the termination may be at the cost of the contractor.

- 2.4 In the event of termination by Midvaal Local Municipality, the Contractor shall upon request of Council, within 5 calendar days advise Midvaal Local Municipality of all outstanding subcontracts, rental agreements and purchase orders which Contractor has with others pertaining to performance of the WORK and furnish Midvaal Local Municipality with complete copies thereof. Upon request of Midvaal Local Municipality, Contractor shall assign to Midvaal Local Municipality in form satisfactory to Midvaal Local Municipality, Contractor's title to materials and plant equipment for the work and those subcontracts, rental agreements and purchase orders designated by Midvaal Local Municipality, which Contractor has with others pertaining to the work. Midvaal Local Municipality may withhold any further payments due to the contractor until all the required documents stated above have been received to Midvaal Local Municipality's satisfaction.

- 2.5 In the event of termination by Midvaal Local Municipality, the Contractor shall not be entitled to receive any further payment until the work is completed.

2.5.1 Should the amount that Midvaal Local Municipality must pay to complete the work exceed the contract price with the terminated Contractor, the aforementioned will promptly pay the difference to Midvaal Local Municipality. This amount shall be legally deemed a debt due by the Contractor to Midvaal Local Municipality and should be recoverable accordingly.

2.5.2 Should the amount that Midvaal Local Municipality must pay to complete the work be less than the contemplated contract price, no payment to that effect will be made to the Contractor.

2.5.3 Midvaal Local Municipality shall have the right and is authorised to set off against and deduct any damages suffered by Midvaal Local Municipality due to the Contractor's default or event giving rise to the termination or due to other defaults of the contractor to comply with the terms and conditions of this contract along with amounts payable in respect of 2.5.1 above from payments due to the Contractor under this or any other previous or subsequent contract between the Contractor and Midvaal Local Municipality

upon completion of the work. The Contractor shall be and continue to be fully liable for all such aforementioned damages to Midvaal Local Municipality.

- 2.6 In the event where the Contractor is awarded this Contract, amongst others, because the Contractor is considered by Midvaal Local Municipality in its sole discretion to be a Black Economic Empowerment Entity, and it appears later in Midvaal Local Municipality's opinion that the Contractor is not a Black economic Empowerment Entity or is engaged in fronting as a Black economic Empowerment Entity, Midvaal Local Municipality shall be entitled to terminate this agreement without prior notice.

3. PATENTS

The Bidder shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights and hereby indemnifies the Midvaal Local Municipality against any claims arising there-from.

All intellectual property rights including, without limitation, copyright, database rights, design and registered design rights, patents and trademark rights, in the deliverables shall be owned by the Council.

The contractor, bidder or service provider shall execute any documents to ensure vesting of such rights in the Council. No trademark, patent, design or other registration shall be made in the name of the contractor, bidder or service provider, its employees, directors and agents, in relation to any of the deliverables.

4. COMPLIANCE WITH REGULATORY / STATUTORY LAWS

- 4.1 Bidders, who are compelled to register with controlling authorities regarding their goods/services to be delivered/rendered, should ensure that their relevant registrations are in order prior to the closure of the bids. MLM may at any given time request bidders to submit proof thereof.

- 4.2 The Service Provider hereby acknowledges and agrees that it shall at all times during the term of the contract and any extensions thereof, comply with all applicable regulatory and statutory laws, including but not limited to the Unemployment Insurance Fund (UIF), Pay-As-You-Earn (PAYE), Compensation for Occupational Injuries and Diseases Act (COIDA), Pension Fund Regulations, and Private Security Industry Regulatory Authority (PSIRA) Requirements.

The Service Provider shall not, in its compliance with its statutory obligations in terms of this clause, take any action which is intended, or would reasonably be expected, to harm the reputation of the municipality or which would reasonably be expected to lead to adverse publicity for the municipality

- 4.3 In the event that the Municipality determines, at its sole discretion, that the Service Provider is not in compliance with any of the aforementioned laws, the Municipality reserves the right to initiate the termination process as outlined in the General Conditions of Contract (GCC).
- 4.4 Termination under this clause shall be without prejudice to any other rights or remedies that the Municipality may have under this contract. The Municipality may take such actions as it deems necessary to safeguard its reputation and interests in light of the Service Provider's non-compliance.

4.5 The Service Provider shall promptly provide all necessary documentation and information as requested by the Municipality to verify its compliance with the relevant laws. Failure to provide such documentation or rectify non-compliance within a reasonable timeframe may result in termination.

4.6 This clause is intended to ensure that the Municipality's reputation is upheld, and the Service Provider acknowledges the importance of adhering to all applicable laws for the duration of this contractual relationship.

5. WARRANTY/GUARANTEE

Unless specified otherwise in the SCC the warranty/guarantee shall remain valid for a period of not less than twelve (12) months after the goods, or portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port of place of loading in the source country whichever period concludes earlier.

Bidders must however submit the guarantees upon request from MLM to the end user department at any given time.

6. PENALTIES

Should the bidder fail to deliver any or all the goods or perform the services within the period specified in the contract and / or bid document or as concluded in the Service Level Agreement, Midvaal Local Municipality may, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day until actual delivery of performance.

Midvaal Local Municipality may consider termination of the contract at it sees fit in in line with the General Conditions of Contract.

7. INCREASE/DECREASE IN SCOPE OF WORK

The Employer reserves the right to withdraw any section or item in the bill of quantities. The Contractor will have no claim in this respect.

Funds allocated to complete the works may be limited. The Employer thus reserves the right to reduce or add to the scope of work to suit the available budget, in which case the contractor will have no claim in this respect.

8. COSTS

The Contractor agrees that Midvaal Local Municipality shall be entitled to recover from the Contractor, Attorney and own client fees incurred by Midvaal Local Municipality in the event of arbitration and/or litigation proceedings relating to this Contract.

9. VALUE ADDED TAX AND CURRENCY

All prices quoted are to INCLUDE Value Added Tax (VAT), unless specifically stated to the contrary and all prices must be quoted in ZAR, i.e. the currency of the Republic of South Africa.

10. INSPECTION OF PLANT, EQUIPMENT AND PREMISES

Midvaal Local Municipality may at any stage during the production or execution, or on completion, be subject to inspect the premises of the bidder or contractor at all reasonable hours for inspection of the bidder's plant, equipment and premises prior to the bid being awarded. These inspections shall be carried out as follows:

The HOD or any other delegated official, will visit the premises upon a formal appointment to inspect all plant and equipment and other items deemed necessary prior to the issue of the bid to the bid adjudication committee.

11. RETURNABLE DOCUMENTS

All required returnable documents should be attached to the bid document; failure to adhere to this may result in your bid being disqualified.

12. ALTERNATIVE BIDS

If a bidder wishes to submit an alternative (*where allowed*) for any of the items in the schedule of quantities, the bidder must indicate on the pricing schedule and complete the form included in the bidding documents. Failure to either indicate on the pricing schedule or complete the form in the bid document or both may result in your bid being disqualified.

13. DOMICILIUM & SOUTH AFRICAN JURISDICTION

The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid, and each Bidder shall indicate a place in the Republic and specify it in his Bid as his *domicilium citandiet executandi* where any legal process may be served on him.

Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of South Africa.

The parties choose as their respective *domicilia citandiet executandi* the Following addresses:

The Council: Midvaal Local Municipality

25 Mitchell Street
Meyerton

The Contractor

Change of these addresses will only be valid if the other party has been notified in writing.

All notices between the parties concerned must be in writing.

If a notice or document is delivered by hand, written proof of delivery must be obtained. If a document is delivered by official of the Council, a statement to that effect will be sufficient.

If not delivered by hand, notices and documents will be sent by registered post.

14. GENERAL

Bid Awards

Please note that even though a bid may be awarded, and a successful bidder be approved to supply, deliver or render the applicable services to Midvaal, it is not a guarantee that orders will be placed on a regular basis. It may only be procured on an as and when required basis on receipt of an official Midvaal order.

NB: Bids results are placed on the municipality's website:
www.midvaal.gov.za

Bidder's attention is drawn to the fact that bid results are updated on a monthly basis.

Unsuccessful Bids

The unsuccessful bidder may on written request (in terms of the Promotion of Access to Information Act 2 of 2000) be given reason/s why their bid was unsuccessful.

NB: IT IS THE ONUS OF EVERY BIDDER TO CONTINUOUSLY MONITOR THE MUNICIPALITY'S WEBSITE FOR BID RESULTS.

Objections and Complaints

Bidders aggrieved by decisions or actions taken by Midvaal Local Municipality in the implementation of its supply chain management system may within 14 days of the decision or action lodge a written objection or complaint to the municipality against the decision or action.

The date of the decision or action referred to above will be the day the results were advertised on the website, being the 07th day of every month.

Non-Awards

Bidders who submitted bids will be informed formally of all non-awards.

EPWP requirements for labour intensive projects

Midvaal LM supports labour intensive projects and other services relating to where physical labour is required.

All service providers will be required to maximize the use of local unemployed labour on projects or when supplying or delivering services to MLM where applicable and agree to appoint unemployed Labour for the entire duration of the contract at a minimum rate determined by the Department of Labour.

All relevant questionnaires and reports are to be completed in full and submitted as part of this bid document.

15. ACCEPTANCE

15.1 The Tender document provided by Midvaal Local Municipality accompanied by a signed written letter of acceptance shall constitute a contract binding on both parties.

15.2 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date signed by both parties.

15.3 Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance for a period of **NINETY (90) DAYS** from the date on which bids are due and during this period the bidder shall agree not to withdraw his/her bid or impair or derogate from its effect.

16. AUTHORITY TO SIGN BIDS

The bid shall be signed by a person duly authorised thereto.

Company: A resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company, which shall be included in the bid document / returnable.

Close Corporation: A resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf, which shall be included in the bid document / returnable.

Partnership: All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the bid / returnable.

Joint Venture: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning. Which shall be included in the bid document / returnable.

One Man Concern: This shall be clearly stated, and all documents shall be signed accordingly.

17. SIGNATURE AUTHORITY OF CONTRACTOR/BIDDER

I, _____ in my capacity as _____
hereby confirm to be duly authorized to sign on behalf of

(Name of organization)

Address:

Telephone no: (_____) _____ and hereby acknowledge that I have
read and understood all the conditions and special conditions of contract and conform to
adhere to the schedules as set out in this bid document.

Signed at _____ on the _____ day of _____ 2026.

SIGNATURE OF CONTRACTOR

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY



Republic of South Africa

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT JULY 2010

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish

bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

- a. "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
 - b.
- 2. Application**
 - 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3 General**
 - 3 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
 - 3 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
 - 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another for acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. CONDITIONS OF CONTRACT

- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of comply with the contract requirements may be rejected.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected .
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, CONDITIONS OF CONTRACT including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that

this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged of other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this, contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Price

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation Orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an

extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly

exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser.
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti- dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If a n y dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings 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 supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

TERMS
OF
REFERENCE
(TOR)

SPECIFICATIONS

BID TO APPOINT A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, COMMISSIONING AND SUPPORT OF ONE COMPLETE TRUCK-MOUNTED SPRAY-INJECTION ROAD MAINTENANCE PATCHING UNIT TO MIDVAAL LOCAL MUNICIPALITY, ONCE-OFF,

Complete integrated truck chassis and spray-injection pothole-patching system

1. PURPOSE

The purpose of this bid is to appoint a service provider for the supply, delivery, commissioning and support of one complete truck-mounted spray-injection road maintenance patching unit to Midvaal Local Municipality, on a once-off basis, for a period ending 30 June 2027.

2. SCOPE

The successful bidder shall provide a complete, factory-built, integrated and road-worthy unit, not merely a patching body or bare chassis. The supply must include the truck chassis, patching system, subframe and body, auxiliary power system, aggregate hopper, emulsion system, pressurized water and cleaning systems, blower, compressor, broom and hoses, controls, crew accommodation, safety equipment, registration and licensing, commissioning, manuals, compulsory training, warranties, scheduled support and all accessories necessary for safe and effective operation.

The Service Provider must:

- Upon delivery, the successful bidder must commission the unit and demonstrate by repairing a pothole on a municipal road identified by a municipal official to confirm that the air-cleaning, emulsion-spraying and aggregate-injection systems operate correctly. The bidder must provide the materials required for testing at no additional cost to the municipality.
- Train at least fifteen (15) MLM employees for 1 month and provide the competency, attendance and certification records specified in this document.
- Provide the specified warranty, first twenty-four-month maintenance plan, local technical support and ten-year parts-availability undertaking. Annexure.

The unit must be suitable for repairing potholes, cracks, edge breaks, damaged road shoulders and other localized surface defects. It must use high-velocity air to remove water, dust and loose material from the repair area, apply heated bitumen emulsion as a tack coat, and inject emulsion-coated aggregate through a rear-mounted boom to complete the repair.

The unit must be capable of operating effectively at ambient temperatures as low as 0 °C. The delivery of aggregate and emulsion to the repair area Must not require the operation of augers, conveyors or pumps.

The unit offered shall be new, unused and manufactured during the current year. The proposed model Must be a standard production model that is currently manufactured and officially marketed by the manufacturer or an authorized dealer as at the bid closing date. The unit must have been in continuous production and proven operational use in South Africa for at least five (5) years.

unit shall comply fully with all requirements of this specification without requiring post-production modifications. Discontinued, obsolete, used, refurbished, rebuilt or demonstration units will not be accepted.

Bidders must submit current manufacturer brochures or technical data sheets for the proposed truck chassis and spray-injection equipment, together with a reference letter confirming the operational use of the truck mounted spray-injection unit in South Africa. The reference letter must be issued on the client's official letterhead and indicate the client's name, the unit supplied, the year of supply, the location where the unit was used, and the name, designation, contact number and email address of the person who can verify the information.

The proposed unit must be a proven, commercially available production. Fully electric or hybrid-powered units will not be accepted. Equipment that is experimental, a prototype, a once-off design, or specially manufactured or assembled solely for demonstration, testing or tender purposes will not be accepted.

GENERAL REQUIREMENTS

- Type: complete truck-mounted spray-injection road-maintenance patching machine suitable for potholes, edge breaks, cracks, shoulders and other localized surfacing repairs.
- Quantity: one (1) complete unit.
- Condition: new, unused, current production model and free from defects. Prototype or experimental assemblies without established OEM support will not be accepted.
- Operating method: high-velocity air cleaning, controlled tack-coat application and pneumatic placement of emulsion-coated aggregate from an operator-controlled rear boom/nozzle.
- Normal aggregate delivery must use gravity and air flow without reliance on an auger or conveyor belt in the patching cycle.
- All equipment, accessories, guards, tools and standard features described in the OEM brochure for the offered model shall be supplied unless a deviation is clearly identified and accepted in writing.
- The machine shall accept suitable locally available aggregate, rapid-setting cationic emulsion and OEM-approved cleaning materials without undisclosed proprietary lock-in.
- Bidder responsibility: verify that the chassis, body and legal payload are compatible. Compliance with individual nominal capacities does not excuse an overloaded or unroadworthy completed vehicle.

3. TECHNICAL SPECIFICATIONS

The bidder must submit the manufacturers' technical specifications for the proposed truck chassis and spray-injection equipment, confirming that the complete assembled unit meets the requirements indicated below. These specifications must be supported by current manufacturer brochures, catalogues or technical data sheets. Where the required information is not included in these documents, a supplementary technical data sheet or confirmation letter from the manufacturer or its authorized dealer may be submitted. Supplementary documents must be signed by an authorized representative and include contact details for verification.

ITEM	TECHNICAL SPECIFICATIONS
A.	Core machine and spray-injection function
A1.	Complete factory-built truck-mounted spray-injection asphalt patching machine with a rear-mounted placement boom.
A2.	Capable of pothole repair, edge-break repair, crack treatment, shoulder repair and localized road-surface rehabilitation and overlays.
A3.	High-velocity air cleaning, controlled tack-coat application and pneumatic injection of emulsion-coated aggregate from one operator station.
A4.	Aggregate supplied from the hopper by gravity and air flow; no auger, belt conveyor or aggregate pump required during the normal patching cycle.
A5.	Aggregate hopper nominal volumetric capacity not less than 4.0 m ³ . The bidder must separately state the maximum legal aggregate mass and usable volume in each simultaneous material-loading configuration.
A6.	Emulsion tank nominal capacity not less than 2 000 L. The bidder must state the maximum legal operating fill in each simultaneous material-loading configuration; nominal capacity does not authorize overloading.
A7.	Overnight electrical heating with thermostatic control to maintain the emulsion within the OEM-recommended operating range.
A8.	Unit suitable for operation at ambient temperatures down to 0 °C and for normal local climatic and dusty site conditions.
B.	Truck chassis, drivetrain, mounting and legal payload
B1.	New, current-production, right-hand-drive diesel cab-and-chassis suitable for South African public-road use and for the complete offered patching body.
B2.	Turbocharged inline four-cylinder diesel engine with displacement not less than 5 100 cm ³ .
B3.	Rated engine power not less than 160 kW (approximately 215 hp) at approximately 2 500 r/min.
B4.	Rated engine torque not less than 613 Nm. at approximately 1 850 r/min.
B5.	Automated manual transmission with at least six forward gears. A conventional manual transmission will not be accepted unless specifically approved as an equal or better operational offer by MLM.
B6.	Rear-wheel-drive configuration.
B7.	Manufacturer-rated gross vehicle mass (GVM/GVWR) not less than 8 140 kg. A higher rating is acceptable, subject to all other requirements.
B8.	Manufacturer-rated gross combination mass (GCM/GCWR) not less than 10 860 kg.
B9.	Nominal rear chassis-frame width approximately 850 mm. The bidder must state the exact width and provide the body-mounting drawing.
B10.	Turning circle not greater than approximately 7 800 mm kerb-to-kerb and 8 500 mm wall-to-wall for the offered wheelbase.
B11.	Minimum ground clearance 205 mm at the lowest chassis point, excluding tyres and flexible mud flaps.

ITEM	TECHNICAL SPECIFICATIONS
B12.	Nominal rear chassis-frame height approximately 855 mm in the unladen condition. The finished deck/equipment height must permit safe access, stability and boom operation.
B13.	Wheelbase, cab-to-axle dimension, rear overhang and chassis layout must be suitable for the complete patching body and must be stated in the bid with a preliminary general-arrangement drawing.
B14.	Chassis, suspension, axles, tyres, braking and drivetrain must accommodate the body, crew, tools, fuel, aggregate, emulsion, water and cleaning fluid without exceeding any legal, axle, tyre, chassis or OEM limit.
B15.	The bidder must ensure a preliminary mass-distribution and payload calculation stating the maximum legal simultaneous operating loads. Nominal tank or hopper volume does not authorize overloading.
B16.	At delivery, the supplier shall provide separate certified weighbridge records for the completed vehicle tare condition and the agreed loaded acceptance-test condition, showing total, front-axle and rear-axle masses.
B17.	Patcher subframe and body mounting shall be designed and installed by an appropriately registered or OEM-approved body builder in accordance with the chassis manufacturer's body-builder directives.
B18.	Cutting, drilling, welding or heat treatment of chassis members is prohibited unless expressly permitted by the chassis OEM and fully certified in the as-built body-builder records.
B19.	The finished vehicle must be supplied roadworthy, registered and licensed in MLM's name, with applicable NRCS, homologation, manufacturer/importer/builder, chassis-OEM and body-builder approvals.
B20.	Permanent data plates must identify the completed vehicle and state tare, GVM, GCM where applicable, axle limits and other legally required particulars.
B21.	The cab must include compliant seats and seat belts, power-assisted steering, road-legal service and parking brakes, mirrors, wipers, lighting, tyres, warning devices and all equipment required by the applicable vehicle category.
B22.	All bodywork, tanks, pipes, hoses, wiring and equipment must be secured against road vibration and fatigue and protected against corrosion, chafing, heat and road spray.
C.	Auxiliary diesel engine
C1.	Self-contained diesel auxiliary engine in a lockable, ventilated and weather-resistant enclosure.
C2.	Rated output not less than 35.9 kW at approximately 2 600 r/min, or equivalent power demonstrated across the required duty cycle.
C3.	Torque not less than 140 N·m at approximately 1 800 r/min, or equivalent demonstrated operating performance.
C4.	Pressure-fed lubrication and full-flow replaceable spin-on oil filter.
C5.	Dual-stage dry-type air filtration suitable for dusty road-maintenance conditions.
C6.	Replaceable fuel filtration and an efficient, guarded exhaust system.

ITEM	TECHNICAL SPECIFICATIONS
B12.	Nominal rear chassis-frame height approximately 855 mm in the unladen condition. The finished deck/equipment height must permit safe access, stability and boom operation.
B13.	Wheelbase, cab-to-axle dimension, rear overhang and chassis layout must be suitable for the complete patching body and must be stated in the bid with a preliminary general-arrangement drawing.
B14.	Chassis, suspension, axles, tyres, braking and drivetrain must accommodate the body, crew, tools, fuel, aggregate, emulsion, water and cleaning fluid without exceeding any legal, axle, tyre, chassis or OEM limit.
B15.	The bidder must ensure a preliminary mass-distribution and payload calculation stating the maximum legal simultaneous operating loads. Nominal tank or hopper volume does not authorize overloading.
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B18.	Cutting, drilling, welding or heat treatment of chassis members is prohibited unless expressly permitted by the chassis OEM and fully certified in the as-built body-builder records.
B19.	The finished vehicle must be supplied roadworthy, registered and licensed in MLM's name, with applicable NRCS, homologation, manufacturer/importer/builder, chassis-OEM and body-builder approvals.
B20.	Permanent data plates must identify the completed vehicle and state tare, GVM, GCM where applicable, axle limits and other legally required particulars.
B21.	The cab must include compliant seats and seat belts, power-assisted steering, road-legal service and parking brakes, mirrors, wipers, lighting, tyres, warning devices and all equipment required by the applicable vehicle category.
B22.	All bodywork, tanks, pipes, hoses, wiring and equipment must be secured against road vibration and fatigue and protected against corrosion, chafing, heat and road spray.
C.	Auxiliary diesel engine
C1.	Self-contained diesel auxiliary engine in a lockable, ventilated and weather-resistant enclosure.
C2.	Rated output not less than 35.9 kW at approximately 2 600 r/min, or equivalent power demonstrated across the required duty cycle.
C3.	Torque not less than 140 N·m at approximately 1 800 r/min, or equivalent demonstrated operating performance.
C4.	Pressure-fed lubrication and full-flow replaceable spin-on oil filter.
C5.	Dual-stage dry-type air filtration suitable for dusty road-maintenance conditions.
C6.	Replaceable fuel filtration and an efficient, guarded exhaust system.

ITEM	TECHNICAL SPECIFICATIONS
C7.	Water cooling with thermostatic control and a radiator sized for local summer and low-speed stationary operation.
C8.	Automatic shutdown/protection for high coolant temperature and low oil pressure.
C9.	Tachometer and hour meter visible to the operator/maintainer.
C10.	All service points shall be accessible without unsafe removal of major components.
D.	Blower and air-delivery system
D1.	Heavy-duty three-lobe rotary positive-displacement blower suitable for continuous spray-injection patching duty.
D2.	Direct drive through an appropriately rated flexible coupling, or an approved equal drive arrangement.
D3.	Low-pulse, reduced-noise design with effective guarding and silencing.
D4.	Positive lubrication system suitable for the blower design and duty cycle.
D5.	Heavy-duty bearings and helical synchronizing gears designed for long service life.
D6.	Dual-element inlet air-filtration system with inner and outer replaceable elements readily available in South Africa.
D7.	Air-delivery capacity sufficient to clean the repair and convey the specified aggregate through the full boom/hose length without blockage under normal operating conditions.
E.	Compressor
E1.	Multi-cylinder piston compressor with free-air delivery of at least 394 L/min.
E2.	Adjustable pressure capability over an operating range adequate for the system, up to approximately 9 bar.
E3.	Engine-driven by a guarded belt, shaft or approved equal arrangement.
E4.	Capable of maintaining the required regulated pressure for the emulsion, water and cleaning-fluid systems.
E5.	Each vessel circuit must have independent regulation, isolation and over-pressure protection.
F.	Aggregate hopper and delivery
F1.	Minimum volumetric capacity 4.0 m ³ , V-shaped or equivalent self-feeding profile.
F2.	Hopper manufactured from steel not less than 4 mm thick, or an alternative material/design proven to provide equal or better structural and wear performance.
F3.	Hopper carried on an independent engineered subframe forming an integrated part of the patching airflow/delivery system.

ITEM	TECHNICAL SPECIFICATIONS
F4.	Hopper and subframe welded/bolted to the cab-chassis in accordance with applicable standards and chassis OEM/body-builder instructions.
F5.	Separate key-controlled starting station for the auxiliary engine with status indicator.
F6.	Separate, clearly labelled controls for work lights, beacon and hazard functions.
F7.	Tachometer or calibrated means to assist repeatable control of aggregate flow.
F8.	Pneumatic venturi-type jet distributor with no moving parts in the aggregate mixing throat.
F9.	Venturi and high-wear barrel components hardened or wear-protected to provide equivalent performance to approximately 62 HRC where relevant.
F10.	Specially designed flexible aggregate delivery hose at least 5.3 m long, abrasion-resistant and replaceable.
F11.	Aluminium or corrosion-resistant delivery nozzle with a replaceable steel wear ring or approved equal.
F12.	Suitable lockable toolbox fitted and supplied with OEM standard operating, maintenance and emergency tools.
G.	Pressurized water cleaning system
G1.	Nominal tank capacity is within 90-150 L.
G2.	Normally regulated operating pressure is approximately 2.7 bars and not exceeding 3.0 bar.
G3.	Vessel test pressure is not less than 10 bars consistent with the certified design code.
G4.	Design temperature is not less than 50 °C.
G5.	Safety relief valve set at approximately 3.5 bar or at the lower 3 pl1ed safe set pressure.
G6.	Filler cap designed to prevent unsafe opening while pressurized.
G7.	Retractable hose reel with spray nozzle for cleaning.
G8.	Pressure gauge, isolation valve, drain and pressure-relief arrangement fitted and clearly labelled.
H.	Controls and machine safety
H1.	Full remote control at the nozzle/operator station for auxiliary engine speed, air velocity, aggregate flow and emulsion delivery.
H2.	Emergency stop accessible to the operator; the system must fail to a safe condition.
H3.	Automatic shutdown/alarm for auxiliary-engine high temperature and low oil pressure.

ITEM	TECHNICAL SPECIFICATIONS
H4.	Blower overload protection and suitable guards around all moving, hot and pinch-point hazards.
H5.	Controls must be weatherproof, clearly labelled in English and arranged to prevent inadvertent activation.
H6.	Safe means to depressurize, isolate and lock out the water, emulsion and cleaning-fluid circuits before maintenance.
H7.	Amber rotating/flashing beacon, hazard lights, adequate rear work lights and conspicuous markings for roadside operation.
H8.	Audible reverse warning and rear-view camera or an approved equal rear visibility system.
H9.	At least two suitable serviceable fire extinguishers, mounted for rapid access, with ratings appropriate to diesel/electrical/bituminous-material risks.
H10.	Safety decals for hot surfaces, pressurized systems, rotating equipment and required PPE.
I.	Emulsion tank and heating system
I1.	Nominal tank capacity not less than 2 000 L, with the maximum legal operating fill declared in Annexure D.
I2.	Carbon-steel tank shell not less than 6 mm thick, or certified alternative construction offering equal or better mechanical and corrosion performance.
I3.	Normal regulated operating pressure is approximately 2.7 bar and not exceeding 3.0 bar.
I4.	Design temperature not less than 50 °C and compatible with the intended KRS 65-type emulsion.
I5.	In-line heat exchanger in the emulsion delivery line with a bypass valve.
I6.	220-240 V electrical heating element(s) and thermostat for overnight temperature maintenance, with compliant plugs, cables, protection and earthing.
I7.	Independent relief and dump/depressurization valves.
I8.	Calibrated pressure gauge and safe, visible means of indicating tank contents/level.
I9.	Filling hose at least 2 000 mm long with suitable couplings and blanking caps.
I10.	Drainage and cleaning arrangements that prevent uncontrolled discharge and allow routine maintenance.
I11.	Tank, fittings and protective devices designed, manufactured, tested, marked and documented under the applicable Pressure Equipment Regulations and incorporated standards.
J.	Cleaning/flushing-fluid tank
J1.	Dedicated tank of at least 24 L for kerosene or the OEM-approved cleaning/flushing fluid.

ITEM	TECHNICAL SPECIFICATIONS
J2.	Steel thickness not less than 4 mm, or certified equivalent construction.
J3.	Maximum operating pressure not greater than 3.0 bar and design temperature not less than 50 °C.
J4.	Pressure gauge, independent relief valve, isolation valve and dump/depressurization valve.
J5.	Tank, hoses and seals chemically compatible with the stated cleaning fluid.
J6.	Tank permanently labelled with contents, hazards and safe handling requirements.
J7.	Installation shall minimize ignition risk and include suitable spill-control arrangements.
K.	Rear boom, hose and operator handling
K1.	Rear placement boom with reach not less than 3.37 m.
K2.	Boom operating arc not less than 270 degrees, subject to safe mechanical stops.
K3.	Placement/delivery hose not less than 5.0 m; where the same hose serves the aggregate delivery, the 5.3 m minimum applies.
K4.	Counterbalance or assisted-handling system allowing safe and controlled nozzle positioning by one trained operator.
K5.	Hose supports, stowage locks and travel restraints to prevent movement or damage during road travel.
L.	Crew accommodation and road-operating equipment
L1.	Approved crew cab/compartment with seating for at least four crew members in addition to the driver, unless an equivalent legally approved configuration is offered and clearly stated.
L2.	Individual approved seat belts for every designated seating position; lap-only belts are acceptable only where legally approved for that seating position.
L3.	Lockable access doors, sliding or approved safety-glass windows, ventilation and weather sealing.
L4.	Insulated roof and durable, cleanable interior surfaces.
L5.	Crew cab construction, mounting and seating must be certified by the body builder and included in the completed-vehicle approval/roadworthiness process.
L6.	The complete vehicle shall carry a spare wheel, wheel-changing equipment, reflective warning triangles and standard road emergency equipment.
L7.	Vehicle color and MLM fleet identification/reflective markings shall be confirmed with MLM before manufacture or application.
M.	Documentation, identification and data
M1.	Operator's manual, spare-parts manual, maintenance handbook and repair/workshop manual supplied in English in printed and searchable electronic format.

ITEM	TECHNICAL SPECIFICATIONS
M2.	Hydraulic/pneumatic/electrical schematics, lubrication chart, maintenance schedule and fault-diagnostic information.
M3.	OEM model and serial-number plates for the truck, patcher, auxiliary engine, blower, compressor and pressure vessels.
M4.	Final as-built mass distribution, payload, axle-loading and centre-of-gravity information.
M5.	Pressure-equipment declarations/certificates, pressure-test records, relief-valve certificates and inspection records as applicable.
M6.	Roadworthy certificate, registration/licensing records, body-builder certificate and NRCS/OEM approval documents applicable to the completed vehicle.
M7.	Complete warranty schedule, local dealer/support contacts, recommended spares list and ten-year parts-availability undertaking.
N.	Compulsory training deliverables
N1.	On-site operator, supervisor and first-line maintenance training for at least fifteen (15) MLM employees is compulsory and must be included in the tendered price.
N2.	Training shall be delivered by an OEM, OEM-authorized or demonstrably competent trainer whose credentials and relevant experience are submitted with the bid.
N3.	The bidder must submit a course outline covering safe vehicle operation, spray-injection sequence, calibration, material control, controls, shutdown, depressurization lock-out, daily maintenance, cleaning, blockage clearing, troubleshooting, PPE, fire and spill response.
N4.	Attendance, individual practical competency assessments and named training certificates shall be issued. Training is not complete until MLM accepts the records and demonstration.
N5.	One on-site refresher/support day shall be provided within ninety (90) days after initial training, at a date agreed with MLM and at no additional cost.
N6.	Proof of at least two comparable spray jetting equipment-training assignments completed within the five years before bid closings mandatory, supported by the evidence as specified.
O	Spray Bar Conversion
O1	Specialized built jetting machine spray bar system shall be fitted to truck for fog spray, Road Rejuvenation, and road re-sealing purposes.
O2	Control box to operate individual spray bar system
O3	Electric pneumatic valves - to switch spray nozzles on/off
O4	Spray bar valves - spray bar nozzle 80-50

Note: Where a manufacturer does not publish a brochure, equivalent verifiable evidence may include an official manufacturer data sheet, signed manufacturer or authorized-dealer letter, chassis build sheet, approved drawing, or recognized test/compliance certificate.

4. COMPLIANCE AND STANDARDS

The complete finished unit and all components must comply with the latest applicable South African legislation, regulations and incorporated standards in force at manufacture and delivery, including:

- Occupational Health and Safety Act, 1993 (Act 85 of 1993), including applicable machinery, electrical and pressure-equipment requirements.
- Pressure Equipment Regulations, 2009 and applicable incorporated standards, including SANS 347 categorization/conformity-assessment requirements where applicable.
- National Road Traffic Act, 1996 (Act 93 of 1996), National Road Traffic Regulations and compulsory vehicle specifications applicable to the completed N-category vehicle.
- Applicable NRCS homologation/letter-of-authority and manufacturer, importer or builder requirements for the chassis and completed vehicle.
- Chassis OEM body-builder directives and applicable machinery risk-assessment and safeguarding standards, including SANS/ISO 12100 or a later approved equivalent.

5. DELIVERY REQUIREMENTS AND PENALTIES

- Roads & Stormwater Depot, Galloway Street, Meyerton, Gauteng, unless the official purchase order states another MLM location.
- Complete all bodybuilding, roadworthiness, registration, licensing, regulatory approvals and pressure-equipment documentation applicable to the finished vehicle.
- The unit must be delivered within a maximum period of eight (8) to ten (10) weeks from the date of receipt of the official purchase order. Any extension shall require prior written approval from MLM before the delivery due date.
- Within five (5) working days after receipt of the purchase order, the successful bidder must submit a detailed Programme covering manufacturing, bodybuilding, statutory approvals, registration and licensing, delivery, commissioning and training.
- Deliver the unit protected against transport damage, fully assembled, roadworthy, registered and licensed in MLM's name, fueled and ready for commissioning.
- Provide all keys, remotes, standard tools, spare wheel, manuals, certificates, warranty documents and accessories at handover.
- Visibly damaged, incomplete, overloaded, unregistered or non-conforming goods may be rejected at the supplier's cost.
- Delivery shall be regarded as complete only once the unit, accessories and required documentation have been delivered to the designated MLM site, registered and licensed where applicable, commissioned, inspected and formally accepted in writing by MLM.
- The supplier shall immediately notify MLM in writing of any actual or anticipated delay, stating the cause, expected duration, supporting evidence and proposed corrective measures. Notification of a delay shall not automatically entitle the supplier to an extension.

- Any extension shall be granted solely at MLM's discretion and shall be valid only if approved in writing before the delivery due date. Delays caused by the supplier, OEM, authorized dealer, bodybuilder, subcontractor, shipping agent or material shortages shall not constitute grounds for an extension unless accepted by MLM as a qualifying force-majeure event.
- If the supplier fails to complete delivery within the prescribed eight-week period, MLM may impose a penalty equal to one per cent (1%) of the value of the delayed equipment for every calendar week or part thereof, calculated from the delivery due date until formal acceptance by MLM. The total penalty shall be limited to ten per cent (10%) of the value of the delayed equipment.
- MLM may deduct penalties from any amount payable to the supplier. Acceptance of late delivery or payment shall not constitute a waiver of MLM's right to impose penalties.
- Once the maximum penalty has been reached, or where the delay materially affects MLM's operations, MLM may issue a notice of default and cancel the purchase order or contract, in whole or in part, subject to the applicable contractual provisions.

6. TURNAROUND TIME AND ACCEPTANCE

The complete unit shall be delivered within eight to ten weeks from the date of the official purchase order. Final acceptance will only be issued after: Visual and dimensional verification against the accepted offer, brochure, drawings and compliance schedule.

- The complete assembled unit has been delivered in a new, roadworthy and fully operational condition.
- The municipality has inspected the unit and confirmed compliance with the required technical specifications.
- The unit has been commissioned and used to complete a practical pothole repair successfully.
- All identified defects or outstanding items have been corrected.
- The required operating manuals, warranty documents, registration documents and relevant certificates have been submitted.
- The required operator and maintenance training has been completed.

Delivery of the unit alone shall not constitute final acceptance. The municipality shall issue written confirmation once all acceptance requirements have been met.

7. COMPULSORY TRAINING REQUIREMENTS

Training is a mandatory minimum requirement and must be included in the tendered price and not as a separate item. Failure to submit the training proposal, trainer evidence or proof of comparable training experience specified in this bid will render the bid non-responsive.

- At least fifteen (15) MLM employees, including operators, supervisors and first-line maintenance personnel.
- A minimum of thirty (30) full working days, followed by one on-site refresher/support day within ninety (90) days after completion of the training.

- OEM, OEM-authorized or demonstrably competent trainer with submitted credentials and proof of at least two comparable spray jetting equipment-training assignments completed during the five years before bid closing.
- Vehicle and site safety; legal loading; spray-injection sequence; material selection/preparation; calibration; controls; start-up/shutdown; emergency stop; depressurisation and lock-out; routine maintenance; cleaning; storage; troubleshooting; blockage clearing; PPE; fire and spill response.
- Method: theory, guided demonstration and supervised hands-on operation of the delivered machine.
- Course material, operator checklist, maintenance checklist, attendance register, individual practical competency assessment and named certificates.

8. AFTER-SALES SUPPORT

- Provide South African technical-support contacts and an escalation route available during normal working hours, 08:00-17:00 on working days.
- Acknowledge a technical or warranty call within four (4) working hours and provide an initial recovery plan within one (1) working day.
- Where remote assistance does not restore service, provide competent on-site attendance within two (2) working days or a shorter period.
- Submit a written diagnosis and proposed corrective action within two (2) working days; and
- Complete repairs within five (5) working days, unless MLM approves a longer period in writing due to the verified unavailability of a specialized component.
- Where the unit cannot be repaired within five (5) working days, the successful bidder shall provide MLM with a suitable temporary replacement unit of comparable operational capacity at no additional cost or make another arrangement acceptable to MLM in writing.
- Submit and price a scheduled maintenance plan for the first twenty-four (24) months in accordance with the truck and patcher OEM requirements.
- Identify the nearest authorized chassis and patcher service facilities and suitably trained technicians available in South Africa.
- Signed attached written certificate of undertaking that routine spares, wear parts and technical support will remain available for at least ten (10) years from delivery.
- Provide a recommended initial spares and wear-parts schedule.
- Spares and replacement of parts shall be readily obtainable in the Republic of South Africa and a written guarantee of their availability for a period of ten years as from the date of delivery shall be supplied.

9. QUALITY ASSURANCE

- The complete unit must be new, unused and free from defects in design, materials, manufacture, installation and workmanship.
- The supplier shall maintain traceable Original Equipment Manufacturer, bodybuilder, pressure-vessel, inspection and test records and shall make them available to MLM.
- MLM may inspect the unit during manufacture or before delivery without relieving the supplier of any obligation.
- Non-conforming or defective units may be rejected and shall be repaired or replaced, including transport and retesting, at the supplier's cost within the period directed by MLM.
- Any defect identified within twenty-one (21) days after delivery must be attended to immediately, without limiting the longer warranty rights.

10. CONTRACT PERIOD

From date of appointment to 30 June 2027.

11. CONTRACT PRICE ADJUSTMENTS

Not Applicable on this contract.

12. ALTERNATIVE OFFER SCHEDULE

Not applicable.

13. WARRANTY

Minimum comprehensive warranty of twenty-four (24) months from formal final acceptance of the complete unit. Any longer OEM warranty must pass through to MLM.

Warranty shall cover the chassis, patching body/system, auxiliary engine, blower, compressor, tanks, controls, supplied accessories, labour, parts, travel, collection/return transport and testing at no cost to MLM.

Repaired or replaced parts shall carry the remaining original warranty or a further twelve months from repair/replacement, whichever is longer.

MLM will notify the supplier in writing of warranty defects. If the supplier fails to remedy a notified defect within the agreed period, MLM may take necessary remedial action at the supplier's risk and expense, without prejudice against other rights.

13.1. General warranty obligation

The successful bidder shall warrant that the complete unit being procured, including the truck cab and chassis, the unit conversion, bodywork, auxiliary engine, blower, emulsion system, aggregate delivery system, heating system, electrical system, hydraulic and pneumatic systems, controls, safety devices, warning equipment, software, accessories and all associated components, is new, free from defects and suitable for its intended municipal road-maintenance operations.

The warranty shall cover defects arising from faulty design, materials, manufacturing, assembly, installation, integration, programming, delivery or workmanship.

13.2. Spray-injection pothole-patching system warranty

The warranty shall not commence merely upon delivery. It shall commence only once:

- The complete unit has been delivered and registered;
- All inspections and operational tests have been successfully completed;
- All identified defects and outstanding items have been corrected;
- Operator and technical training have been completed;
- All manuals, certificates and warranty documents have been provided; and
- MLM has issued written acceptance of the complete unit.

13.3. Truck cab and chassis warranty

The truck cab and chassis shall carry the Original Equipment Manufacturer's standard warranty, which must not be less than twenty-four (24) months with unlimited kilometres from the date of registration or MLM's written acceptance, whichever occurs later.

All applicable OEM warranties covering the engine, transmission, drivetrain, chassis frame, cab, electrical system and corrosion protection shall remain fully valid after installation of the truck-mounted spray-injection road maintenance patching equipment.

Corrosion and perforation protection for the cab and bodywork shall be provided for a minimum of twenty-four (24) months.

The bidder shall submit the complete OEM warranty schedule with the tender, clearly indicating the warranty periods, kilometre limitations, exclusions and applicable servicing requirements.

13.4. Protection of OEM warranties

The mounting and installation of the Spray-injection pothole-patching equipment must be undertaken by an OEM-approved or suitably authorized bodybuilder or installer.

The bidder must provide written confirmation signed by the manufacturer (sign attached certificate of undertaking) that the conversion:

- Has been approved for the proposed chassis;
- Will not invalidate or reduce any OEM warranty;
- Complies with the chassis manufacturer's bodybuilder requirements;
- Does not exceed the permissible gross vehicle mass or axle-load limits; and
- Does not negatively affect the vehicle's structural integrity, stability, braking, steering or operational safety.

Any chassis failure or warranty rejection resulting from the conversion, installation, overloading, incorrect weight distribution or modification shall remain the responsibility of the successful bidder.

13.5. Single point of responsibility

The successful bidder shall remain the single point of responsibility for all warranty matters relating to the complete unit.

MLM shall not be required to determine whether a defect originates from the chassis manufacturer, bodybuilder, Spray-injection pothole-patching equipment manufacturer, component supplier or installer.

The successful bidder shall coordinate all inspections, repairs and claims between the relevant manufacturers and shall ensure that the complete unit is returned to service within the prescribed period.

Disputes between the bidder, OEM, bodybuilder or component manufacturers must not delay repairs or relieve the bidder of its obligations to MLM.

13.6. Extent of warranty cover

The successful bidder shall provide a minimum 24-month warranty covering both the truck chassis and the spray-injection system, including their assembly and integration as a complete operational unit.

The warranty shall commence on the date of final acceptance by MLM and shall cover all manufacturing, installation and integration defects at no additional cost to the municipality.

Regardless of whether the truck and spray-injection system are supplied by different manufacturers, the successful bidder shall remain fully responsible for ensuring that all defects are repaired and that the complete unit is restored to proper working conditions.

Downtime and extension of warranty

Any period during which the complete unit cannot be used because of a warranty-related defect shall not form part of the effective warranty period. The warranty shall automatically be extended on a day-to-day basis for the period that the unit remains unavailable.

Any component replaced under warranty shall carry a new warranty of not less than twelve (12) months from the date of replacement, or the balance of the original warranty period, whichever is longer.

Scheduled servicing during the warranty period

All scheduled services required to maintain the unit/conversion and chassis warranties during the twenty-four-month warranty period or any other applicable warranty must be clearly priced and included in the tendered amount, unless specifically provided for as a separate priced item in the pricing schedule.

The successful bidder must provide MLM with a complete service schedule at delivery.

No warranty claim may be rejected solely because of a maintenance omission unless the successful bidder demonstrates that:

- MLM was informed in writing of the applicable maintenance requirement;
- The omission directly caused or materially contributed to the reported failure; and
- The omission was not caused by the bidder's failure to supply parts, services, reminders or technical information.

Warranty exclusions

Warranty exclusions must be limited to:

- Normal wear-and-tear items specifically identified in the tender;
- Damage resulting from an accident;
- Proven deliberate misuse or gross negligence;
- Unauthorized alterations undertaken by MLM or a third party; or
- Damage arising from circumstances beyond the reasonable control of the supplier.

The successful bidder must carry the responsibility of demonstrating that an exclusion applies and that the excluded event directly caused the failure.

A general allegation of improper operation shall not be sufficient grounds to reject a warranty claim.

A complete list of excluded wear-and-tear items must be submitted with the tender. Any item not specifically listed shall be regarded as covered by the warranty.

The successful bidder shall ensure that all OEM and manufacturer warranties are issued in the name of Midvaal Local Municipality and remain enforceable directly by MLM if the bidder ceases trading or is otherwise unable to provide support.

13.7. Repeated or unresolved defects

Where the same defect occurs three (3) times during the warranty period, or where two (2) repair attempts fail to permanently correct the defect, MLM may require the successful bidder to:

- Replace the defective component or system completely;
- Replace the entire unit or vehicle where the defect materially affects its safety or intended operation;
- Provide an equivalent replacement unit pending a permanent solution; or
- Refund the reasonable costs incurred by MLM in correcting the defect.

The successful bidder shall provide a written root-cause analysis and permanent corrective-action report for all repeated or major failures.

13.8. Latent defects

Inspection, commissioning, acceptance, payment or use of the unit by MLM shall not relieve the successful bidder of responsibility for latent defects.

Defects that existed at the time of manufacture, assembly, conversion or delivery but only became apparent after expiry of the ordinary warranty shall remain the responsibility of the successful bidder.

13.9. Spare parts and technical support

The successful bidder shall guarantee the availability of spare parts, specialist technical support and diagnostic services for a minimum period of ten (10) years from the date of delivery.

Critical spare parts shall be available locally or supplied within a reasonable period agreed with MLM. The bidder shall disclose the location of its nearest service facility, the number of qualified technicians available and the estimated response time to Midvaal.

A maintenance and service plan must cover all prescribed scheduled service, labour, scheduled replacement parts, filters, lubricants, consumables, travel costs and detailed service reports. All exclusions must be clearly stated in the bidder's submission.

13.10. Warranty records and reporting

The successful bidder shall maintain a complete warranty register for the unit. After every inspection or repair, the bidder must submit a report containing:

- The date and time the defect was reported;
- The operating hours and vehicle kilometres;
- Details of the reported defect;
- Diagnostic findings and root cause;
- Repairs undertaken;
- Parts replaced;
- Date the unit was returned to service;
- Details of any warranty extension; and
- Recommendations to prevent recurrence.

MLM's representative shall verify and sign the repair report before the warranty case is closed.

13.11. Failure to honor warranty obligations

If the successful bidder fails to attend to or correct a reported warranty defect within the agreed period after receiving written notice, MLM may take the necessary remedial action in accordance with the applicable General and Special Conditions of Contract.

Where necessary, MLM may appoint a suitably qualified or manufacturer-approved service provider to undertake the required repairs at the successful bidder's risk and expense, subject to the applicable contractual procedures.

Any recovery of costs, deductions, enforcement of contract security or other remedies shall be undertaken only where permitted under the applicable contract conditions.

Warranty obligations relating to the delivered unit shall remain enforceable for the full agreed warranty period, notwithstanding the expiry of the supply contract.

These warranty provisions Must be in addition to, and shall not limit, any other rights or remedies available to MLM under the contract or applicable South African law.

14. STATED QUANTITIES

The quantities set out in the Bill of Quantities are the estimated quantities, and do not necessarily represent the actual amount of goods to be purchased/procured. The identified quantities are to assist the Bidder (s) with the pricing of the service.

Due to the nature of this commodity, the bid document will only reflect a quantity of 1(One) next to each line item. This quantity of 1 (One) is not an indication that the municipality only intends to utilize one quantity per line item.

15. AWARDING OF BIDS

The Council reserves the right to accept any bid or part thereof and does not bind itself to accept the lowest or any bid.

16. PAYMENT OF INVOICES

Midvaal Local Municipality undertakes to pay valid invoices within 30 days based on the satisfaction of deliverables submitted.

MLM will pay a valid invoice within in accordance with the contract and applicable legislation, subject to satisfactory completion and formal acceptance of the unit. The invoice must quote the official order number and be supported by the signed delivery note, acceptance/handover record, training completion record and all required compliance documents.

Midvaal Local Municipality will not accept any responsibility for the non-payment of any invoice submitted by the successful bidder if the relevant invoice does not reflect an official municipal order number or the invoice is incorrect and does not reflect all the required information.

17. PERFORMANCE ASSESSMENT

The successful bidder will be required to enter into a performance management agreement, whereby the bidder's performance will be measured and assessed against deliverables.

18. EXPERIENCE/REFERENCES

The bidder must have successfully supplied, delivered and commissioned at least two (2) complete truck-mounted spray-injection road maintenance patching units during the five (5) years (2021) preceding the bid closing date. 2x copies of the relevant appointment letters, or 2x purchase orders Must be attached, together with two completed satisfactory reference letters using Annexures A and B herein attached.

The bidder or proposed trainer Must submit two reference letters from previous clients confirming that training was provided as part of the supply, delivery or commissioning of spray-injection equipment. Each reference letter must be on the client's official letterhead and include:

- The client's name;
- The name of the bidder
- A description of the equipment supplied;
- Confirmation that training covered the operation, maintenance and safe use of the equipment;
- The date or period during which the training was conducted; and
- The name, designation, contact number and email address of the person who can verify the information.

MINIMUM/TECHNICAL REQUIREMENTS

Truck-Mounted Spray-Injection Pothole-Patching Machine: The requirements below will be evaluated on a responsive/non-responsive basis. The bidder must meet all five minimum requirements and submit the stated proof of evidence. The truck chassis and spray-injection equipment may be offered by different manufacturers, and the successful bidder will have a sole responsibility for ensuring compatibility of the different components.

NB: If the bidder does not meet any of the requirements indicated in the table below will not be evaluated further

ITEM	MINIMUM REQUIREMENT	PROOF OF EVIDENCE	YES	NO
1	COMPANY EXPERIENCE:	For each of the two projects,		
	The bidder must have completed at least two (2) contracts for supplying, delivering and commissioning truck-mounted spray-injection unit within the five years preceding the bid closing date (2021).	- submit an appointment letter with corresponding reference letter or purchase order with a corresponding reference letter. - The reference letter must be on company letterhead confirming that the bidder has, successfully delivered the complete unit, indication date of delivery or commissioning, including the name, designation, telephone number and email address of a person who can verify the information		
2	TRAINING EXPERIENCE	Submit two (2) signed client reference letters on company letterheads.		
	The bidder must have provided training on the operation, maintenance and safe use of spray-injection equipment for at least two projects within the same five-year period (2021). The training may have formed part of equipment supply, delivery or commissioning.	Each reference letter must confirm that: - The bidder has successfully done training for the equipment delivered, - Include the description equipment on which training was proved for - Include the duration of training - it includes the name, designation, telephone number and email address of a person who can verify the information		
3	MANUFACTURER BROCHURES AND/OR TECHNICAL DATA SHEETS	- Submit current manufacturer brochures or technical data sheets for: - the truck chassis and - the spray-injection equipment. - Information not included in these documents may be supported by a signed technical data sheet or confirmation letter from the relevant manufacturer or authorized dealer, including contact details for verification and must be in the company letter head, dated and signed. - Minimum items to be in the manufacturer brochures or technical data sheets ➤ spray-injection patching machine with rear-mounted boom. ➤ High-velocity air cleaning, tack-coat application, and pneumatic injection of emulsion-coated aggregate. ➤ Aggregate delivery by gravity and airflow without augers, conveyor belts, or aggregate pumps. ➤ Aggregate hopper capacity of at least 4.0 m³. ➤ Emulsion tank capacity of at least 2,000 litres with thermostatically controlled overnight heating. ➤ Chassis engine: minimum 5,100 cm³, 160 kW and 613 Nm. ➤ Automated manual transmission with at least six forward gears and rear-wheel drive. ➤ Chassis GVM of at least 8,140 kg, GCM of at least 10,860 kg and adequate legal payload. ➤ Auxiliary diesel engine: minimum 35.9 kW and 140 Nm, with automatic protection. ➤ Rear boom reach of at least 3.37 m, 270° operating arc and minimum 5.3 m aggregate hose.		
	The bidder must provide technical information for the proposed truck chassis and spray-injection equipment, confirming the specified requirements and the working capacity of the complete assembled unit. The two components may be supplied by different manufacturers.			

OFFICIAL USE ONLY

	MANUFACTURER WARRANTIES		
4	Truck chassis and spray-injection equipment must each carry a minimum 24-month warranty commencing on final written acceptance of the complete unit. The successful bidder remains responsible for coordinating warranty claims relating to both components.	• Submit separate manufacturer warranty schedules or confirmation letters ➤ for the truck chassis and ➤ the spray-injection equipment. • Each must confirm the warranty period and prescribed servicing intervals for the chassis and equipment.	
5	SPARES, SUPPORT AND MATERIAL-COMPATIBILITY UNDERTAKINGS The bidder must submit three signed forms of undertaking herein attached (Annexure A to C) confirming the required warranty; the availability of routine spares, wear parts, replacement parts and competent technical support for at least 10 years; and compatibility with locally available aggregate, rapid-setting cationic emulsion and manufacturer-approved cleaning materials without undisclosed proprietary lock-in.	• Submit all three prescribed forms of undertaking, each completed, stamped and signed by an authorized representative of the bidder. • Annexure A: The undertaking confirming at least 10 years of spare-parts availability and technical support; • Annexure B: The mounting and installation of the spray-injection pothole-patching equipment shall be undertaken by an OEM-approved or suitably authorized bodybuilder or installer • Annexure C: The undertaking confirming compatibility with locally available aggregate, rapid-setting cationic emulsion and approved cleaning materials without undisclosed proprietary restrictions.	

NB: Only bidders who fully comply with the above requirements will be further evaluated for Financial Proposal and specific goals.

19. EVALUATION OF BIDS

The bid will be evaluated in line with the set specifications, Midvaal Local Municipality's SCM Policy and Preferential Procurement Policy, Preferential Procurement Policy Framework Act 5 of 2000 and its 2022 regulations, as well as any other applicable legislation.

Potential service providers will have to fully comply with the minimum requirements before their financial proposals and specific goals are evaluated.

20. PRICING

The tendered price must include every cost necessary to deliver a complete, road-worthy, registered, commissioned and accepted unit, including the chassis, bodybuilding, patcher, transport, registration, licensing, approvals, compulsory training, refresher day, manuals, standard tools, initial commissioning consumables, warranties and incidental costs.

No separate payment will be made for an omitted component that is necessary for compliance.

Bidders are advised to price their offers according to the pricing schedule provided, no other pricing schedules/structures/methods will be considered. If a bidder fails to adhere to this, they will not be further evaluated, and they will be disqualified..

PRICING SCHEDULE:

<u>ITEM NO</u>	<u>ITEM DESCRIPTION</u>	<u>UOM</u>	<u>EST QTY</u>	<u>PRICE EXCLUDING</u> <u>VAT</u>
1.	Complete truck-mounted spray-injection road-maintenance patching machine (All inclusive) • chassis and body, delivery, registration and licensing, commissioning, • standard tools and spare wheel • manuals, commissioning consumables, • specified warranties, • compulsory training for at least fifteen (15) MLM employees, one on-site refresher/support day within ninety (90) days,	EACH	1	
2	• Service and maintenance plan for the truck chassis and spray-injection equipment for the first 24 months after commissioning.	LUM P SUM	1	
TOTAL VAT EXCLUSIVE				R
VAT @ 15%				R
TOTAL VAT INCLUSIVE				

ANNEXURE A: CERTIFICATE OF UNDERTAKING

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description) in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect: I
certify, on behalf of: _____ (Name of Bidder)
that:

1. **That** Routine spares, wear parts, replacement parts and competent technical support for the complete truck-mounted spray-injection road maintenance patching equipment and all associated machinery, systems and components shall remain available for a minimum period of ten (10) years from the date of delivery to Midvaal Local Municipality.

2. **That** A recommended initial spares and wear-parts schedule shall be submitted with the bid and attached to this undertaking. The schedule shall, as a minimum, identify each item description, applicable OEM part number, component or system, recommended initial holding quantity, anticipated replacement interval or usage basis, typical lead time and the source of supply within the Republic of South Africa.

3. **That** The bidder guarantees that routine spares, wear parts and replacement parts shall be readily obtainable within the Republic of South Africa for at least ten (10) years from the date of delivery. If any part is discontinued or superseded during this period, the bidder shall make available an OEM-approved, fully compatible replacement that provides equal or better performance and safety and does not invalidate or reduce any applicable warranty. The Municipality shall be notified in writing of any change in part number, specification, local source or expected lead time.

Signature

Date

Position

Name of Bidder

ANNEXURE B: CERTIFICATE OF UNDERTAKING

I, the undersigned, submitting the accompanying bid:

(Bid Number and Description) in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

I _____ (name Of manufacturer/OEM)

_____ (signature) certify, on behalf of

_____ (Name of Bidder) that the following.36

1. **That** the truck-mounted spray-injection road maintenance patching equipment offered shall accept suitable locally available aggregate, rapid-setting cationic emulsion and OEM-approved cleaning materials without any undisclosed proprietary lock-in.
2. **That** I, _____(the bidder), accepts full responsibility for verifying that the chassis, truck-mounted spray-injection road maintenance patching equipment and legal payload are fully compatible. Compliance with individual nominal capacities shall not excuse an overloaded, incompatible or unroadworthy completed vehicle.
3. **That** the complete equipment, including the truck chassis, body, machinery and pressure equipment, shall comply with:
 - The National Road Traffic Act, 1996 (Act 93 of 1996), and the applicable Regulations.
 - All applicable NRCS compulsory vehicle specifications.
 - NRCS homologation and approval requirements for the completed N-category vehicle. The completed truck-mounted unit must comply with applicable South African vehicle homologation, registration and licensing requirements. The successful bidder shall provide the eNaTIS details and proof that the vehicle builder is registered as a Manufacturer or Builder.
 - The Occupational Health and Safety Act, 1993 (Act 85 of 1993).
 - The Pressure Equipment Regulations, 2009.
 - SANS 347 requirements for the categorization and conformity assessment of pressure equipment, where applicable.
 - SANS/ISO 12100 requirements for machinery safety, risk assessment and risk reduction.The latest applicable amendments or replacement standards in force on the date of manufacture and delivery. All other applicable South African statutory, safety, roadworthiness, registration and licensing requirements.
4. **That** All quotations must include 15% VAT and delivery costs to the delivery address.
5. **That** the Guarantee. two (2) years guarantee from date of delivery on all parts and workmanship.....
do hereby make the following statements that I certify to be true and complete in every respect:

Signature

Date

Position

Name of Bidder

ANNEXURE C: CERTIFICATE OF UNDERTAKING

I, the undersigned, submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

I (Name of Bidder) do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of _____ (Name of Bidder) that:

1. The truck-mounted spray-injection road maintenance patching equipment offered shall accept suitable locally available aggregate, rapid-setting cationic emulsion and OEM-approved cleaning materials without any undisclosed proprietary lock-in.

2. I, the bidder, accepts full responsibility for verifying that the chassis, truck-mounted spray-injection road maintenance patching equipment and legal payload are fully compatible. Compliance with individual nominal capacities shall not excuse an overloaded, incompatible or unroadworthy completed vehicle.

3. **That** The complete equipment, including the truck chassis, body, machinery and pressure equipment, shall comply with:

- The National Road Traffic Act, 1996 (Act 93 of 1996), and the applicable Regulations.
- All applicable NRCS compulsory vehicle specifications.
- NRCS homologation and approval requirements for the completed N-category vehicle.
- The Occupational Health and Safety Act, 1993 (Act 85 of 1993).
- The Pressure Equipment Regulations, 2009.
- SANS 347 requirements for the categorization and conformity assessment of pressure equipment, where applicable.
- SANS/ISO 12100 requirements for machinery safety, risk assessment and risk reduction.

The latest applicable amendments or replacement standards in force on the date of manufacture and delivery.

All other applicable South African statutory, safety, roadworthiness, registration and licensing requirements.

4. All quotations must include 15% VAT and delivery costs to the delivery address.

5. Guarantee. two (2) years guarantee from date of delivery on all parts and workmanship.

Signature

Date

ALTERNATIVE
OFFERED

MIDVAAL
LOCAL MUNICIPALITY

ALTERNATIVES OFFERED

If there are no alternatives to be offered, the Schedule hereunder is to be marked NIL and signed by the Bidder.

Bidders wishing to bid on alternative products that differ from the requested specification may do so, only if a detailed pricelist that includes the name, make, model and price of such items is submitted and attached to this page.

Only ISO/SANS/SABS or items registered with the relevant authority will be considered.



SIGNATURE OF BIDDER

DATE

ADDENDUM

PLACE AN ADDENDUM BEHIND THIS PAGE