



**REAL ESTATE**

**CONTRACT NUMBER: A-RE-01-2025**

**BID DOCUMENT**

**(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 PUBLISHED IN GOVERNMENT GAZETTE NO. 47452 OF 04 NOVEMBER 2022)**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>	<b>PREPARED FOR:</b>
Department of Finance Tender Office  Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets)  Germiston 1400 Use entrance at 65 FH Odendaal Street  Tel: (011) 999-6540/5066	Department: Real Estate Department Division: Property & Portfolio Advisory Services  REAL ESTATE DEPARTMENT CORPORATE OFFICE KEMPTON PARK  Mrs. H. Makhoba  Email: <a href="mailto:hellen.makhoba@ekurhuleni.gov.za">hellen.makhoba@ekurhuleni.gov.za</a>	Department: Real Estate Department Division: Property & Portfolio Advisory Services  REAL ESTATE DEPARTMENT CORPORATE OFFICE KEMPTON PARK  Mr. C. Chauke  Email: <a href="mailto:hellen.makhoba@ekurhuleni.gov.za">hellen.makhoba@ekurhuleni.gov.za</a>

**NAME OF BIDDING ENTITY (FULL NAME, i.e., Pty (Ltd), Ltd, JV/CONSORTIUM, SOLE PROPRIETOR etc.) :**

**TELEPHONE NUMBER** : \_\_\_\_\_

**EMAIL ADDRESS** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_



**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

**CLOSING DATE:**  
**31 JANUARY 2025**  
**10:00**

**To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.**

Supporting documents must be sealed and externally endorsed, **CONTRACT NUMBER A-RE-01-2025** and placed in **Bid Box Number SIX (06)**, Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal Street, **not later than the closing date and time as advertised, at which hour the bids** will be opened in public in the Ground Floor, at above-mentioned address.

**The lowest or any bid will not necessarily be accepted and the COE reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.**

**The following documents must be completed and signed where applicable and submitted as a complete set:**

- |     |             |  |   |       |
|-----|-------------|--|---|-------|
| 1.  | FORM OF BID | - Declaration  | - | WHITE |
| 2.  | FORM "A"    | - Procurement Form of Bid  | - | WHITE |
| 3.  | FORM "B"    | - Declaration of Interest  | - | WHITE |
| 4.  | FORM "C"    | - Declaration for Procurement above R10 Million                                    | - | WHITE |
| 5.  | FORM "D"    | - Declaration of Bidder's Past SCM Practices                                       | - | WHITE |
| 6.  | FORM "E"    | - Certificate of Independent Bid Determination                                     | - | WHITE |
| 7.  | FORM "G"    | - Declaration for municipal accounts   | - | WHITE |
| 8.  | FORM "H"    | - Declaration for municipal accounts where bids are expected to exceed R10 million | - | WHITE |
| 9.  | FORM "I"    | - Specification  | - | WHITE |
| 10. | FORM "J"    | - Variations and Omissions   | - | WHITE |
| 11. | FORM "K"    | - Schedule of Prices   | - | WHITE |
| 12. | FORM "L"    | General Conditions of Contract   | - | WHITE |
| 13. | FORM "M"    | - Special Conditions and Undertakings  | - | WHITE |
| 14. | FORM "N"    | - Contract form - Rendering of services (Part 1)                                   | - | WHITE |
| 15. | FORM "N"    | - Contract form - Rendering of services (Part 2)                                   | - | WHITE |

## NOTICE TO BIDDERS

### VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an **“Acceptable bid”**, and as such will be rejected.

**“Acceptable bid”** means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

### A BID WILL BE REJECTED ON THE FOLLOWING GROUNDS:

1. In the event that bidders are **not compliant** with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)
2. Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid **must be indicated** on the bid document and must be **submitted and completed in full**. All bidder's information **must be accurate and correct**.
3. In the event of a **failure to complete** and **sign in full** the schedule of quantities as required.
4. In the event of there being **scratching out, writing over or painting out** rates or information, affecting the evaluation of the bid, **without initialling** next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.
5. In the event of the **use of** correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) on sections affecting the evaluation process of the bid.
6. If the Bid **has not been properly signed** by a person having the authority to do so. (**Refer to Declaration**)
7. If the bidder **attempts to influence** or has in fact **influenced** the evaluation and/or awarding of the contract.
8. If there is any **misrepresentation**, on information, that affects evaluation and / or information or evidence submitted pertaining to specific goals.
9. If the bid has **either** been submitted in the wrong bid box **or** after the relevant closing date and time.
10. Non-submission of municipal account, not older than three months for the bidding entity or signed lease agreement or an Affidavit (in cases where the bidding entity does not own a property).
11. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for three months (if the value of the transaction is expected not to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
12. If any municipal rates and taxes or municipal service charges **owed** by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, **are in arrears for more than 30 days (if the value of the transaction is expected to exceed R10 million (VAT included))** (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
13. If any bidder who during the last five years has **failed to perform satisfactorily** on a previous contract with the municipality, municipal entity or any other organ of state **after** written notice was given to that bidder that performance was unsatisfactory.

14. The accounting officer must ensure that irrespective of the procurement process followed, **no** award may be given to a person –
  - a) who is in the service of the state, or;
  - b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - c) who is an advisor or consultant contracted with the municipality in respect of a contract that would cause a conflict of interest.
15. If the bidder **is not registered** in the required CIDB contractor grading designation (category) or higher, **if required** in this bid documentation.
16. If the bidder or any of its directors **is listed** on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person **prohibited** from doing business with the public sector.
17. If the bidder **has abused** the COE's Supply Chain Management System **and** action was taken in terms of paragraph 38 of the COE SCM Policy.
18. In the event of **non-submission of three (03) Annual Financial Statements** if the value of the transaction is expected to exceed R10 million (VAT included). In this regard, please note that:
  - 18.1. If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders **most recent** financial year **together with** the audited or independently reviewed annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
  - 18.2. If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders **most recent** financial year **together with** the annual financial statements **for the two immediately preceding financial years**, unless the bidder was only established within the past three (3) years in which case **all** of its annual financial statements must be submitted.
  - 18.3. If the bidder only commenced business within the past three years, the bidder **is required to submit** annual financial statements in compliance with the provisions of (18.1) and (18.2) above for each of its financial years since commencing business.
  - 18.4. If a bidder **is not required** by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above **must be submitted**. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected
19. If the bidder has failed to submit ALL required documents as specified on the bid document.
20. If the following have not been **fully completed** and **signed**:

FORM OF BID	- General Declaration
FORM "B"	- Declaration of Interest
FORM "C"	- Declaration for Procurement above R10 Million (if applicable)
FORM "D"	- Declaration of Bidder's Past SCM Practices
FORM "E"	- Certificate of Independent Bid Determination
FORM "G"	- Declaration for municipal accounts
FORM "H"	- Declaration for municipal accounts where bids are expected to exceed R10 million

**NOTE:**

1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

- 1.1. CLIENT, EMPLOYER, CITY OF EKURHULENI (CoE).
- 1.2. BID, TENDER AND VARIATIONS THEREOF
- 1.3. JOINT VENTURE / CONSORTIUM

- 2. **Very important notice:** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which **may** lead to the rejection of the bid.
- 3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested.**

**PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE CoE WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE COE WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID**

**PLEASE NOTE THAT ALL BID DOCUMENTS ARE ALSO AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE IN ANY COLOUR PAPER.**

**PLEASE NOTE EXTENSION OF VALIDITY (IF APPLICABLE) WILL BE ADVERTISED ON THE CoE WEBSITE.**

**IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CoE WEBSITE DAILY FOR ANY EXTENSION OF VALIDITY PUBLISHED.**

ADVERTISED IN: SOWETAN  
PUBLISHING DATE: 15 NOVEMBER 2024

**CITY OF EKURHULENI**

Bids are hereby invited for the following:  
**REAL ESTATE**  
Property and Portfolio Advisory Services

<b><u>CONTRACT NO.:</u></b>	<b><u>DESCRIPTION:</u></b>	<b><u>CLOSING DATE:</u></b>
A-RE-01-2025	The appointment of a service provider for the supply, erection, management, and maintenance of commercial street light pole advertisement receptacles in lieu of the right to advertise on the advertisement panels from date of award until 30 June 2034.	<b>31 JANUARY 2025</b>

**Bidders must note that this bid may be awarded to more than one bidder.**

Acceptable bids will be evaluated by using a system that awards points on the basis of **80 points** for bid price and a maximum of **20 points** for Specific Goal/s.

Tax compliance will be dealt with in terms of MFMA Circular No. 90

**Please note that all bid documents are available for download on our website for free in any colour paper**

An information session will be held at **10:00** on **26 NOVEMBER 2024**. Prospective bidders are requested to meet on the said date and time: **KEMPTON PARK CIVIC CENTRE, BANQUET HALL, 2<sup>ND</sup> FLOOR, CORNER CR SWART AND PRETORIA ROAD, KEMPTON PARK** Bid documentation will not be available at the information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the **CONTRACT NUMBER AND DESCRIPTION** and placed in bid **box number SIX (06)**, on the Ground Floor, Golden Heights, 141 Victoria Street, (Corner Victoria and F H Odendaal Streets) Germiston 1400, Use entrance at 65 FH Odendaal street, not later than **10:00** on **31 JANUARY 2025**. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. **All bids shall hold good for 120 days as from the closing date of bids.**

Bids which are not received and/or deposited **in the specified bid box before 10:00** on the closing date for the bid mentioned hereinbefore, **will be marked as late bids and such bids shall in terms of the SCM Policy of the City of Ekurhuleni, not be considered by the Council as valid bids.**

**Enquiries must be directed to Mrs. Hellen Makhoba at e-mail address [hellen.makhoba@ekurhuleni.gov.za](mailto:hellen.makhoba@ekurhuleni.gov.za)**

Bidder's attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid **not suitably endorsed or comprehensively completed**, as well as the right to accept a bid in whole or part. **Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the COE.**

**TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE**

**DR. I. MASHAZI**  
**CITY MANAGER**  
**COE**

MBD 1: PART A: INVITATION TO BID					
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF EKURHULENI					
BID NUMBER:	A-RE-01-2025	CLOSING DATE:	31 JANUARY 2025	CLOSING TIME:	10:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
<b>GOLDEN HEIGHTS</b>					
<b>141 VICTORIA STREET (CORNER VICTORIA AND F H ODENDAAL STREETS) Use entrance at 65 FH Odendaal Street</b>					
<b>GERMISTON</b>					
<b>1400</b>					
<b>SUPPLIER INFORMATION</b>					
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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL ORIGINAL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS VERIFICATION CERTIFICATE/ ORIGINAL SWORN AFFIDAVIT OR CERTIFIED COPY OF THE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF (FOR EMES&amp; QSEs) OR A CERTIFICATE FROM THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS (if applicable)]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Finance		CONTACT PERSON	Mrs. Hellen Makhoba	
CONTACT PERSON	Belina Twala		TELEPHONE NUMBER	N/A	
TELEPHONE NUMBER	N/A		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS		
E-MAIL ADDRESS	Belina.Twala@ekurhuleni.gov.za		hellen.makhoba@ekurhuleni.gov.za		

## MBD 1: PART B: TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p>

**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: .....



**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM OF BID**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

**GENERAL DECLARATION:**

To: The City Manager  
CITY OF EKURHULENI  
Private bag X1069  
GERMISTON  
1400

Sir/Madam,

*I/We, the undersigned (hereinafter referred to as "the bidder"):*

- (a) bid to supply and deliver to the CITY OF EKURHULENI [hereinafter referred to as "the COE"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "FORM OF BID AND FORMS A - N", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the COE by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the COE and the bidder;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the COE that the claims are correct. If the claims are found to be inflated, the COE may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the COE as a result of the award of the contract and/or cancel the contract and claim any damages which the COE may suffer by having to make less favourable arrangements after such cancellation;*

- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.
- (l) declare that the signatory to the bid document is duly authorised; and
- (m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the COE.
- (n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)
- (o) declare that the following responses to be true and correct:  
Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?  
(Tick applicable box)

YES	NO

If YES, the following information must be supplied:

1. The name(s) of the other Bidder(s) involved .....
2. The full details of the Bidder(s) participation .....

- (p) declare that all of the information furnished is true and correct

Signed \_\_\_\_\_ at.....this.....day  
of.....  
20.....

**Name of Authorised Person:** \_\_\_\_\_

**Authorised Signature:** \_\_\_\_\_

**Name of Bidding Entity:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**As witness: 1.**

\_\_\_\_\_

**PLEASE NOTE:**

- *The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.*
- Bidders must sign the Form of Bid as well as Form “K” (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the COE, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.
- If particulars required in respect of the bid have not been completed the bid will be rejected , except, if only proof of specific goal/s claimed as provided for in Regulation 4 and 5 of The Preferential Procurement Regulations 2022, is not submitted, the bid will not be disqualified but no preference points will be awarded.
- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil) the bid will be rejected.

**NAME OF BIDDING ENTITY** .....

## **FORM “A”**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

### **PROCUREMENT FORM**

#### **ADJUDICATION OF BIDS**

Bids are adjudicated in terms of COE Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

**1. Technical adjudication and Minimum Requirement**

Bids will be adjudicated in terms of inter alia:

- Compliance with bid conditions
- Technical specifications

If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. **See page 3 to 5 examples.**

**2. Plant and equipment (owned or leased)**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Plant and equipment available for the contract owned by the bidder
- Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.

**3. Size of enterprise and current workload**

Evaluation of the bid's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

**4. Staffing profile**

Evaluation of the bid's position in terms of:

- Staff available for this contract being bided for
- Qualifications and experience of key staff to be utilised on this contract.

**5. Previous experience/Capability/Company Experience**

Evaluation of the bid's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

## 6. Financial ability to execute the contract

Evaluation of the bid's financial ability to execute the contract. Emphasis will be placed on the following:

- **Surety proposed.**
- **Bank Overdraft or Bank Statement (Available Balance).**
- **Contact the bidder's bank manager to assess the bidder's financial ability to execute the contract and the bidder hereby grants his consent for this purpose.**

## 7. Central Supplier Database (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

**NB:**

**If the bid does not meet the requirements contained in the COE Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.**

## 8. Adjudication using a Points System

Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points. For bids with a bid amount above R 50 million (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for specific goal/s points.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

## 9. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where

applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

## **10. Evaluation on Functionality**

10.1 Evaluation on Functionality shall be in accordance with the CoE Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Weight of each criterion
- Applicable values
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

10.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

## **11. Remedies**

The City Manager must act in terms of Regulation 9 of the Preferential Procurement Policy Regulations, 2022, in circumstances contemplated in Regulation 9 (1) which is outlined below;

(9)(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal/s, it must—

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subregulation (1) (b), the organ of state may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE 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 equal to or above R2 000 and up to R50 million (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).
  - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system;
  - or (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.
- 1.2 The value of this bid is estimated to not exceed R50 million (all applicable taxes included) and therefore the (80/20) system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) Specific goal/s.
- 1.3.1 The maximum points for this bid are allocated as follows:
- |   | <b>POINTS</b> |
|---|---------------|
| 1.3.1.1 <b>PRICE</b>  | (80).         |
| 1.3.1.2 <b>SPECIFIC GOAL/S</b>                                    | (20).         |
| <b>Total points for Price and Specific Goal/s must not exceed</b> | <b>100</b>    |
- 1.4 Failure on the part of a bidder submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

- 2.1. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“specific goals”** means specific goals as contemplated in section 2(1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

- 2.4. **“Historically Disadvantaged Individual (HDI)”** means any person, category of persons or community, disadvantaged by unfair discrimination before the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) came into operation.**(Please Note: Historically Disadvantaged Individuals includes women and persons with disabilities)**
- 2.5. **“Youth”** means an individual between the ages of 18 and 35.
- 2.6. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.7. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.9. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.10. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13. **“non-firm prices”** means all prices other than “firm” prices;
- 2.14. **“person”** includes a juristic person;
- 2.15. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.20. **“Share Certificate”** a physical, written document signed by the Directors of a Company, and serves as legal proof of each Director's shareholding / ownership in the Company.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points may be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific goal/s.



- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific goal/s, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

**Where:**

$P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

##### 4.2 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS FOR TENDERS FOR INCOME-GENERATING CONTRACTS

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{\max}}{P_{\max}} \right) \end{array}$$

**Where:**

$P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\max}$  = Comparative price of highest acceptable tender.

## 5. Points awarded for Specific Goal/s

- 5.1 In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
1	An enterprise which is at least 50% owned by people who are Women	Identity document (certified not older than 6 months)	5
		Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
2	QSE	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or BBEE Certificate	5
3	An enterprise which is at least 50% owned by People Persons living with Disabilities.	Identity document (certified not older than 6 months)	5
		Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
		Original/ Certified Medical Certificate (certified not older than 6 months) with the following information: a) Name of practitioner, b) practitioner number, c) Doctor's contact details, d) Details of condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	
4	Enterprise situated within the Ekurhuleni demarcation.	Municipal account/ Lease agreement or Affidavit-must be in the name of the Enterprise NB: Municipal Account must not be older than 3 months	5
TOTAL SPECIFIC GOAL POINTS			20

**NB: if bidders do not complete information or submit evidence required for the above table, they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.**

- 5.2 In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.

- 5.3 A trust, consortium or joint venture will qualify for points for the specific goals selected as a legal entity, provided that the entity meets the specific goals requirement.
- 5.4 A trust, consortium or joint venture, will qualify for points provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.(if applicable)
- 5.5 Tertiary institutions and public entities will be required to submit their proof of specific goal/s claimed.
- 5.6 A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise.

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of specific goal/s must complete the following:

SPECIFIC GOAL	EVIDENCE	POINTS CLAIMED
1.		
2.		
3.		
4.		

## 7. SPECIFIC GOAL/S CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 SPECIFIC GOAL/S: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of submitted proof as indicated above)

## 8 DECLARATION WITH REGARD TO BIDDING ENTITY

- 8.1 Name of bidding entity; .....

- 8.2 VAT registration number: .....

- 8.3 Registration number of bidding entity: .....

### 8.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole proprietor
- ☐ Close corporation
- ☐ Company
- ☐ Trust
- ☐ Other (specify) .....

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....

## 8.6 CLASSIFICATION

[TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g., transporter, etc.

## 8.7 MUNICIPAL INFORMATION

Municipality where business is situated .....

Consumer Account Number .....

Stand Number .....

## 8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?

Date of Registration .....

Date on which bidder commenced business, if different from  
date of registration .....

## 8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the specific goal/s indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If it is detected that false information regarding the specific goal/s, local production content, or any other matter which will affect or has affected the evaluation of the tender, or where the tender has failed to declare any subcontracting arrangements, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding 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) restrict the bidder/ contractor, its shareholders and/or directors, or only the shareholders and/or directors who acted on a fraudulent basis, 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

**WITNESSES:**

- 1. ....
  
- 2. ....

SIGNATURE(S) OF BIDDER(S)

DATE: .....  
ADDRESS: .....  
.....

**GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:**

**INFORMATION OF BIDDING ENTITY**

1. Details of Bidding Entity

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER

CODE..... NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

TCS PIN NUMBER

--

HAS PROOF OF SPECIFIC GOAL/S CLAIMED BEEN SUBMITTED?

(Tick applicable box)

YES	NO

ARE YOU THE ACCREDITED REPRESENTATIVE?  
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?  
(Tick applicable box)

YES	NO

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture/ Consortium	
Trust	
Tertiary Institution	
Public Entity	

3. In the case of a Joint venture/ Consortium, provide details on joint venture/ consortium partners:

Joint venture/Consortium member	Type of entity (as defined above)

4. Income tax reference number: **(COMPULSORY)**  
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____	_____
_____	_____

5. VAT registration number **(COMPULSORY)**:  
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

_____	_____
_____	_____

6. Company, close corporation, or trust registration number (**COMPULSORY**):  
(In the case of a joint venture, provide for all joint venture members)

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7. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).
8. For joint ventures/ consortiums the following must be attached:
- Written authority **of each JV / consortium partner**, for authorized signatory.
  - The joint venture/ consortium agreement.
9. For Trusts the following must be attached
- a. Certified copy of the trust deed;
  - b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
  - c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

**SIGNATURE OF AUTHORIZED PERSON** : .....

**DATE** : .....



**DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES,**  
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

Name and Surname	Identity Number	Relevant qualifications and experience	Years of relevant experience

### **DETAILS OF BIDDING ENTITY'S BANK**

**If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.**

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name	
Branch code	
Street address	
Postal address	
Telephone number	(     )
Fax number	(     )
Account number	
Type of account, (i.e., cheque account)	

---

**NAME OF BIDDING ENTITY** .....

**JOINT VENTURE/ CONSORTIUM INFORMATION**

(Complete only if applicable)

The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034 and of jointly performing such contract.

The share of the partners in the Joint Venture/ Consortium shall be:

Full Name and address of Lead enterprise

..... %

.....

Full Name and address of 2<sup>nd</sup> enterprise

..... %

.....

Full Name and address of 3<sup>rd</sup> enterprise

..... %

.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the COE, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

Or

The work undertaken by the Joint Venture/ Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/ Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/ Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/ Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the COE or any other party for the Project, either alone or in collaboration with a third party.

**Authorised Signature Lead Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 2<sup>nd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 3<sup>rd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)**

**In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures**

### Physical facilities

**NB: PLEASE INDICATE THE ADDRESS FOR OFFICE/STORAGE FACILITY including Area (m<sup>2</sup>)**

Description	Address	Area (m <sup>2</sup> )

### FOR EVALUATION PURPOSE (MUST BE COMPLETED)

#### Plant / Equipment

Provide information on plant / equipment that you have available for this project. Attach details if the space provided is not enough.

**NB: PLEASE INDICATE QUANTITY ON THE NUMBER OF UNITS COLUMN IN ORDER TO BE EVALUATED**

Description: Owned Plant / Equipment	Number of units
Delivery Truck	

Description: Owned Plant / Equipment	Number of units

Description: Hired Plant / Equipment	Number of units
Delivery Truck	

**Size of enterprise and current workload**

What was your turnover in the previous financial year? R .....

What is the estimated turnover for your current financial year? R .....

List your current contracts and obligations.

Description	Value (R)	Start date	Duration	Expected completion date

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you? .....

**SMME STATUS - (COMPULSORY)****TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

Provide details on the following.

Sector/Sub-Sector in accordance with the Standard Industrial Classification	
Total Full-time Equivalent of paid Employees	
Total Annual Turnover	
Total Gross Asset Value	
Size or Class (Medium, Small, Very Small, Micro)	

**NOTE:** If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.



**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**EQUITY OWNERSHIP – (COMPULSORY)**

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.  
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

Name and Surname	Position occupied in Enterprise	Identity number	Citizen-ship	Gender Male / Female	Race	HDI Status (Y/N)	%Owned by HDI's	% Owned by Women		% Owned by Disabled
								Black	White	

**PLEASE NOTE**

**KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS**

## CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS EQUITY OWNERSHIP IS CORRECT.

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

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidding Entity

## Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff:	Number of staff

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**Proposed Key Personnel**

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
<b>Project Manager</b>  <b><u>Qualification:</u></b> bachelor's degree / B-Tech: (NQF-7) in Business Management, Operations Management, Business Administration, Marketing/ Brand and communications, / Project Management, Engineering or related field of study.  <b><u>Experience:</u></b> 5 years' experience in the outdoor advertising industry						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
<b>Supervisor</b>  <u><b>Qualification:</b></u> National Senior Certificate: Grade 12  <u><b>Experience:</b></u> 5 years' experience in the outdoor advertising industry						
<b>Office Administrator</b>  <u><b>Qualification:</b></u> National Senior Certificate: Grade 12  <u><b>Experience:</b></u> 3 years' office administration experience						
<b>Driver with:</b> A valid (code C1) driver's license						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION

**REQUIRED DOCUMENTS:**

**BIDDER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

**Infrastructure and resources available - Plant and equipment:**

Proof of ownership or lease agreement or intent to lease letter (completed and signed by lessor) for all the equipment listed as the minimum requirement:

- One (1) Delivery truck
- Office/Storage facility for 700 commercial street light pole advertisement receptacles, with a minimum of 70m² floor space. (proof must clearly indicate the floor space: m²)

**Financial Ability requirement (Ability to Deliver)**

**Bank Overdraft or Statement (Available Balance) or Surety (from a registered financial Institution) with a minimum of R1 000 000.00**

- Not older than one (01) month before the date of tender closing.
- In cases where a Bank Statement or Bank Overdraft is submitted, the Bank Statement or Bank Overdraft should be stamped by the bank.
- Contactable details of the bank manager (email address & telephone number) should also be included.

**Staffing profile**

**Project Manager**

- Copy of a bachelor's degree / B-Tech: Qualification (NQF-7) in Business Management, Operations Management, Business Administration, Marketing/ Brand and Communications, / Project Management, Engineering, or related field of study.
- CV demonstrating 5 years' experience in the outdoor advertising industry.

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
<p><b>Supervisor</b></p> <ul style="list-style-type: none"><li>• Copy of a National Senior Certificate: Grade 12.</li><li>• CV demonstrating 5 years’ experience in the outdoor advertising industry.</li></ul> <p><b>Office Administrator</b></p> <ul style="list-style-type: none"><li>• Copy of a National Senior Certificate: Grade 12.</li><li>• CV demonstrating 3 years’ office administration experience.</li></ul> <p><b>Driver with:</b></p> <ul style="list-style-type: none"><li>• A copy of a valid (code C1) driver’s license</li><li>- <b>Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.</b></li><li>- <b>All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.</b></li><li>- <b>The City of Ekurhuleni reserves the right to verify the submitted documents.</b></li></ul> <p><b>Relevant previous Company Experience – Completed Project.</b></p> <ul style="list-style-type: none"><li>• One (01) contactable reference where the bidder rendered and successfully completed the following projects: projects involving provision of street furniture incorporating advertisements on any of the following: commercial street light pole advertisement OR public transport shelters, OR litter bins, OR suburb name signage, OR street name advertising signage OR taxi rank branding OR industrial stack signs.</li></ul> <p><b>NB! Failure to submit the above-mentioned documents will result in disqualification.</b></p>						

DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION

### 3.2 ADDITIONAL MANDATORY DOCUMENTS TO BE ATTACHED AS PART OF THE BID DOCUMENT.

**A BIDDER IS REQUIRED TO INCLUDE, AS PART OF THE BID, DOCUMENTATION WHICH SERVES AS CONFIRMATION OF COMPLIANCE TO ALL OF THE CRITERIA IN TERMS OF MEETING THE TECHNICAL SPECIFICATIONS REQUIREMENTS**

1.	DESIGN AND STANDARDISATION	DOCUMENTATION
1.1	Prescribed dimensions (length x width): 1.2m x 0.9m Size: 1.08m <sup>2</sup> per side and 2.16m <sup>2</sup> in total, if double-sided	Drawing indicating the appearance of the advertising sign / receptacle and all relevant construction detail, elevations and sections to a scale of 1:100
1.2 *	Removable steel brackets	Written confirmation that the bidder complies with the requirement that the receptacles are affixed with steel brackets
1.3 *	Height: Minimum Clear Height: 2.4m At least 2m below light fixtures	Artist's impression of the final product in its setting indicating compliance to the clear height.
1.4 *	No lighting or electrical device or animation is allowed on any part of the sign	Written confirmation that the bidder complies with the requirement that the proposed signage may not be illuminated or animated
2.	REQUIREMENTS TO BE DOCUMENTED	DOCUMENTATION
2.1 *	Description of the materials and finishes	A full description of the materials and finishes to be employed shall be provided in order to determine whether they are durable, long-lasting, weatherproof and presentable.
2.2 *	Roll-out programme	A roll-out plan whereby the bidder confirms that he/she/the company can meet the minimum quantities and an indication on how the receptacles will be



DESIGNATION	NAME & SURNAME	NATIONALITY	SUMMARY OF			
			QUALIFICATIONS	NQF Level	NUMBER OF YEARS OF EXPERIENCE	EXPERIENCE AND PRESENT OCCUPATION
			rolled out in the first 3 month, from the 4 <sup>th</sup> month to the 6th month and then from the 7th month onwards. The roll out plan must include how the receptacles will be maintained over the contract term within the required deadlines.			
2.3 *	Proof of capability to source advertisers on receptacles		Proof by the bidder that he/she/the company can source advertisers to advertise on the receptacles. Written confirmation by media agencies, of an established relationship between the bidder and 2 (two) or more media agencies will suffice.			
NB! Failure to submit the above-mentioned documents will result in disqualification.						

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**Previous Company Experience**

Provide the following information on **relevant** previous experience.

**Give at least two (2) names and telephone numbers and e-mail address per reference.**

Description (of work done)	Value (R, VAT excluded)	Start date	Duration	Completed date.	Reference		
					Name (contact person)	Organisation	Tel no
					Email:		
					Email:		
					Email:		
					Email:		
					Email:		

### Financial ability to execute the project.

Provide details on the surety you will provide if the bid is awarded to you.

\_\_\_\_\_

Which of the following institutions will provide surety? (details must be provided) (Refer to Form "M" – Special Conditions of Contract)

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):

\_\_\_\_\_

- Insurance Company registered in terms of the Short-Term Insurance Act 1998 (Act 53 of 1998):

\_\_\_\_\_

- Cash:\_\_\_\_\_

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer utilizing the underlying table

Month no	Amount (VAT included)			Cumulative cash flow
	a Received	b Payments made	a - b Net cash flow	
1			d	j=d
2			e	j+e = k
3			f	k+f = l
4			g	l+g = m
5			h	m+h = n
6			Etc	Etc
7				
8				
9				
10				
11				
12				
Maximum negative cash flow. Take the largest negative number in the last column and write it in here ← ← ← ← ← ← ← ← ← ← ← ←				

#### NOTES

- Value added tax to be included in all amounts
- Assume payment of certificates within 30 days of approval of certificate

From what source will you fund the above negative cash flow amount (e.g. Funds internally available, bank overdraft, loan, etc)

## **OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS**

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S CITY OF EKURHULENI BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of "Good Standing" with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
9. Comprehensive Risk Assessment (Qualification and Contact details of Risk Assessor).
10. Public Liability and Commercial Insurance Certificate.
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.

**PLEASE REMEMBER:**

- (1) IN ORDER TO OBTAIN SPECIFIC GOAL/S POINTS IN TERMS OF THE PROVISIONS OF REGULATIONS 4(2) OR 5(2) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BIDDER MUST SUBMIT PROOF OF SPECIFIC GOAL/S CLAIMED.
- (2) TCS PIN NUMBER;
- (3) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE TCS PIN NUMBER OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;
- (4) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT;
- (5) NO PHOTOCOPIES OF CERTIFIED COPIES WILL BE ALLOWED.

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM "B"**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of Owner of the Bidding Entity: .....
  - 3.2 Identity Number if applicable: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) 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.

<sup>2</sup> Shareholder” means a person who owns shares in the company or business entity, exercises control and is actively involved in its management.

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

3.8 Are you presently in the service of the state?  
(Tick applicable box)

YES	NO

3.8.1 If yes, furnish particulars. ....

.....

3.9 Have you been in the service of the state for the past twelve months?  
(Tick applicable box)

YES	NO

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (close family member, partner or associate?)  
with persons in the service of the state who may be involved  
with the evaluation and or adjudication of this bid?  
(Tick applicable box)

YES	NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you aware of any relationship (close family member, partner or associate) 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?  
(Tick applicable box)

YES	NO

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers,  
shareholders or stakeholders in service of the state?  
(Tick applicable box)

YES	NO

3.12.1 If yes, furnish particulars.

.....

.....

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, shareholders or stakeholders in service of the state?

(Tick applicable box)

YES	NO

- 3.13.1 If yes, furnish particulars.

.....  
 .....

- 3.14 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.

(Tick applicable box)

YES	NO

- 3.14.1 If yes, furnish particulars:

.....  
 .....

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

Full Name	Identity Number	Employee Number



## CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidding Entity**

**FOR EVALUATION PURPOSE (MUST BE COMPLETED) – if applicable**

**NAME OF BIDDING ENTITY .....**

## **FORM “C”**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

### **MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the CITY OF EKURHULENI (COE), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).**

**PLEASE NOTE:**

- 1. This bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included). Accordingly -**
  - (1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
  - (2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted,( unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
  - (3) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.
  - (4) If a bidder is not required by law to have its annual financial statements audited or independently reviewed or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted. Further that if no Annual Financial Statements are attached as requested above, the bid will be rejected

**PLEASE NOTE** further that if no Three (03) Annual Financial Statements are attached, the bid will be rejected

Please indicate by ticking in the applicable BOX.

PLEASE COMPLETE AND INDICATE	YES/NO
Is bidder required by law to prepare financial statements for audit or independent review?	
If yes, are the audited or independently reviewed annual financial statements attached?	
If no, are the unaudited annual financial statements attached?	
<b>Joint Venture/ Consortium / Partnership</b>	<b>YES/NO</b>
Are consolidated joint venture/consortium/partnership annual financial statements attached?	
If not, are annual financial statement for all parties to the consortium/joint venture/partnership attached?	

**Failure to comply with the above requirement will render the bid as a non-responsive bid.**

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print) .....

Authorised Signature: .....

As witness: 1.....

2. ....

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM “D”**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

**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. wilfully 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	<b>Is the bidder or any of its directors and/or shareholders listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</b> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors and/or shareholders 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)? Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item	Question	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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

### CERTIFICATION

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

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF the CONTRACT, ACTION MAY BE  
 TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM “E”**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Form “E” must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Chain Management 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 Form “E” 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 (Form “E”) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

(Bid Number and Description)

in response to the invitation for the bid made by:

**CITY OF EKURHULENI**

(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: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and understood 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 and 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 consortium<sup>3</sup> will not be construed as collusive bidding.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

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



**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

NAME OF BIDDING ENTITY .....

**FORM "G"**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

**DECLARATION FOR MUNICIPAL ACCOUNTS**

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the MFMA Supply Chain Management Regulations, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders.**

- (i). I, the undersigned, hereby declare that the signatory to this tender documents duly authorised and further declare:
- (ii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **the bidder** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iii) That at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by **any of the directors/members** to the COE, or to any other municipality or municipal entity, are in arrears for more than three (3) months.
- (iv). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the COE may take such remedial action as is required, including the rejection of the bid and/or termination of the contract (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print) .....

Authorised Signature: .....

As witness: 1. ....

2. ....

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**if applicable**

**NAME OF BIDDING ENTITY .....**

**FORM "H"**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

**DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION**

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 21(d)(ii) of the Supply Chain Management Regulations, to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).**

- (i). I, the undersigned, hereby declare that the signatory to this tender document is duly authorised and further declare:
- (ii). That at the closing date of the bid, the **bidder** had 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.
- (iii). That at the closing date of the bid, any of **the directors/members** had 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.
- (iv). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the COE may take such remedial action as is required (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

Signed at.....this.....day of..... 20...

Name of Duly Authorised Signatory: (Please print) .....

Authorised Signature: .....

As witness: 1. ....

2. ....

**NAME OF BIDDING ENTITY** .....

**FORM “I”**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

**SPECIFICATION:**

**SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN TERMS OF REGULATION 27 OF THE SUPPLY CHAIN MANAGEMENT REGULATIONS:**

**1. SCOPE OF CONTRACT**

This contract calls for the supply, erection, management and maintenance of commercial street light pole advertisement receptacles in lieu of the right to advertise on the advertisement panels on the street light poles in the City of Ekurhuleni.

The Bidder will only be allowed to bid for the supply, erection, management and maintenance of commercial street light pole receptacles, Category Two (2) Posters, i.e., ONLY for Commercial advertising, in lieu of the right to advertise on the advertisement panel. The successful bidder will be appointed as the sole Service Provider for the supply, erection, management and maintenance of commercial street light pole advertisement receptacles and have the sole right to advertise on the advertisement panels. In addition, the successful Bidder shall be responsible to ensure that the commercial street light pole advertisement receptacle supplied, meets the relevant specifications requirements. This will be conducted in accordance with this contract and with the City of Ekurhuleni By-Laws.

**2. EVALUATION CRITERIA**

EVALUATION ASPECT	MINIMUM REQUIREMENTS
<b>Infrastructure and resources available- Plant and equipment (Owned or leased)</b>	<b>Office/Storage facility for 700</b> commercial street light pole advertisements receptacles. <ul style="list-style-type: none"><li>• Minimum of 70m<sup>2</sup> floor area</li></ul> <b>Truck to transport receptacles.</b> <ul style="list-style-type: none"><li>• One (1) Delivery Truck</li></ul>
<b>Staffing Profile</b>	<b>Project Manager</b> <ul style="list-style-type: none"><li>• <u>Qualification:</u> bachelor's degree / B-Tech: (NQF-7) in Business Management, Operations Management, Business Administration, Marketing/ Brand and communications, / Project Management, Engineering or related field of study.</li><li>• <u>Experience:</u> 5 years' experience in the outdoor advertising industry</li></ul>

EVALUATION ASPECT	MINIMUM REQUIREMENTS
	<p><b>Supervisor</b></p> <ul style="list-style-type: none"> <li>• <u>Qualification:</u> National Senior Certificate: Grade 12</li> <li>• <u>Experience:</u> 5 years' experience in the outdoor advertising industry</li> </ul> <p><b>Office Administrator</b></p> <ul style="list-style-type: none"> <li>• <u>Qualification:</u> National Senior Certificate: Grade 12</li> <li>• <u>Experience:</u> 3 years' office administration experience</li> </ul> <p><b>Driver with:</b></p> <ul style="list-style-type: none"> <li>• A valid (code C1) driver's license</li> </ul>
<b>Financial Ability (Ability to Deliver)</b>	R 1 000 000
<b>Relevant previous Company Experience – Completed Project.</b>	One (01) contactable reference where the bidder rendered and successfully completed the following projects: projects involving provision of street furniture incorporating advertisements on any of the following: commercial street light pole advertisement OR public transport shelters, OR litter bins, OR suburb name signage, OR street name advertising signage OR taxi rank branding OR industrial stack signs.

Bidders must meet the minimum requirement in each evaluation criteria in order to be considered further for evaluation.

## 2.1 REQUIRED DOCUMENTS:

**BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THE BID:**

### **Infrastructure and resources available - Plant and equipment:**

Proof of ownership or lease agreement or intent to lease letter (completed and signed by lessor) for all the equipment listed as the minimum requirement:

- One (1) Delivery truck
- Office/Storage facility for 700 commercial street light pole advertisement receptacles, with a minimum of 70m<sup>2</sup> floor space.

### **Financial Ability requirement (Ability to Deliver)**

**Bank Overdraft or Statement (Available Balance) or Surety (from a registered financial Institution) with a minimum of R1000 000.00**

- Not older than one (01) month before the date of tender closing.
- In cases where a Bank Statement or Bank Overdraft is submitted, the Bank Statement or Bank Overdraft should be stamped by the bank.
- Contactable details of the bank manager (email address & telephone number) should

## Staffing profile

### Project Manager

- Copy of a bachelor's degree / B-Tech: Qualification (NQF-7) in Business Management, Operations Management, Business Administration, Marketing/ Brand and communications, / Project Management, Engineering, or related field of study.
- CV demonstrating 5 years' experience in the outdoor advertising industry.

### Supervisor

- Copy of a National Senior Certificate: Grade 12.
- CV demonstrating 5 years' experience in the outdoor advertising industry.

### Office Administrator

- Copy of a National Senior Certificate: Grade 12.
- CV demonstrating 3 years' office administration experience.

### Driver with:

- A copy of a valid (code C1) driver's license
- Certified Copy/ies of Passport(s) with valid working permits for foreign nationals must be submitted with the bid.
  - All foreign qualifications must be SAQA (South African Qualifications Authority) accredited and proof of such SAQA accreditation must be attached for all foreign qualifications submitted with the bid.
  - The City of Ekurhuleni reserves the right to verify the submitted documents.

### Relevant previous Company Experience – Completed Project.

One (01) contactable reference where the bidder rendered and successfully completed the following projects: projects involving provision of street furniture incorporating advertisements on any of the following: commercial street light pole advertisement OR public transport shelters, OR litter bins, OR suburb name signage, OR street name advertising signage OR taxi rank branding OR industrial stack signs.

**NB! Failure to submit the above-mentioned documents will result in disqualification.**

## 2.2 ADDITIONAL MANDATORY DOCUMENTS TO BE ATTACHED AS PART OF THE BID DOCUMENT

**A BIDDER IS REQUIRED TO INCLUDE, AS PART OF THE BID, DOCUMENTATION WHICH SERVES AS CONFIRMATION OF COMPLIANCE TO ALL OF THE CRITERIA IN TERMS OF MEETING THE TECHNICAL SPECIFICATIONS REQUIREMENTS**

1.	DESIGN AND STANDARDISATION	DOCUMENTATION
1.1	Prescribed dimensions (length x width): 1.2m x 0.9m Size: 1.08m <sup>2</sup> per side and 2.16m <sup>2</sup> in total, if double-sided	Drawing indicating the appearance of the advertising sign / receptacle and all relevant construction detail, elevations and sections to a scale of 1:100
1.2 *	Removable steel brackets	Written confirmation that the bidder complies with the requirement that the receptacles are affixed with steel brackets
1.3 *	Height: Minimum Clear Height: 2.4m At least 2m below light fixtures	Artist's impression of the final product in its setting indicating compliance to the clear height.
1.4	No lighting or electrical device or animation is allowed on	Written confirmation that the bidder complies with

1.	DESIGN AND STANDARDISATION	DOCUMENTATION
*	any part of the sign	the requirement that the proposed signage may not be illuminated or animated
2.	REQUIREMENTS TO BE DOCUMENTED	DOCUMENTATION
2.1 *	Description of the materials and finishes	A full description of the materials and finishes to be employed shall be provided in order to determine whether they are durable, long-lasting, weatherproof and presentable.
2.2 *	Roll-out programme	A roll-out plan whereby the bidder confirms that he/she/the company can meet the minimum quantities and an indication on how the receptacles will be rolled out in the first 3 month, from the 4 <sup>th</sup> month to the 6 <sup>th</sup> month and then from the 7 <sup>th</sup> month onwards. The roll out plan must include how the receptacles will be maintained over the contract term within the required deadlines.
2.3 *	Proof of capability to source advertisers on receptacles	Proof by the bidder that he/she/the company can source advertisers to advertise on the receptacles. Written confirmation by media agencies, of an established relationship between the bidder and 2 (two) or more media agencies will suffice.

**A bidder that fails to comply with the submission of the above-mentioned proof of meeting the minimum requirements as stipulated in the bid document, will render the bid non-responsive.**

### 3. SPECIFIC GOAL/S REQUIREMENT

#### 3.1 Points awarded for Specific Goal/s

In terms of Regulation 4 (1) and 5 (1) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goal/s in accordance with the table below:

	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
1	An enterprise which is at least 50% owned by people who are Women	Identity document (certified not older than 6 months)	5
		Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	
2	QSE	Original Sworn Affidavit/Certified Copy of the Sworn Affidavit or BBBEE Certificate	5
3	An enterprise which is at least 50% owned by People Persons living with Disabilities.	Identity document (certified not older than 6 months)	
		Company Share Certificate or Directorship Composition from CIPC or a Member's Interest Certificate for a Registered CC	

	SPECIFIC GOAL REQUIREMENT	EVIDENCE REQUIRED	POINTS ALLOCATED
		<b>Original/ Certified Medical Certificate (certified not older than 6 months)</b> with the following information: a) Name of practitioner, b) practitioner number, c) Doctor's contact details, d) Details of condition, e) Date, f) Signature, g) Stamp and h) Patient's name.	5
4	<b>Enterprise situated within the Ekurhuleni demarcation.</b>	Municipal account/ Lease agreement or Affidavit- <b>must be in the name of the Enterprise</b> <b>NB: Municipal Account must not be older than 3 months</b>	5
	<b>TOTAL SPECIFIC GOAL POINTS</b>		<b>20</b>

**NB: If bidders do not complete information or submit evidence required for same they will not be awarded any specific goals points. All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.**

#### **4. EXPRESSIONS, DEFINITIONS AND TERMS**

**An expression which denotes:**

- Any one gender includes the other gender
- a natural person includes a legal person and vice versa
- the singular includes the plural and vice versa.

**ADVERTISEMENT** means any visible representation of a word, logo, name, letter, figure, object, mark, symbol, abbreviation, light or any combination thereof with the object of transferring information which is visible from any street or public place, but does not include a road traffic sign.

**ADVERTISER** means the person or organization whose product or service is being advertised, or whose name or image is mentioned or promoted in an advertisement.

**ADVERTISING** means the act or process of notifying, warning, informing, making known or any other act of transferring information on a visible manner.

**ADVERTISING SIGN OR SIGN** means any advertising structure built or erected to display an advertisement, together with an advertisement displayed on the structure.

**AFFIX** means to firmly secure, which may include painting where permitted, or any means of affixing.

**APPROVED** means approved by the City of Ekurhuleni and "approval" has a corresponding meaning.

**AREA OF CONTROL** refers to the degree of advertising control to be applied in a specific area, ie., maximum, partial or minimum control as determined by the Municipality from time to time.

**CATEGORY ONE POSTER** means a poster erected to advertise public and charitable events, functions, occasions, meetings or campaigns of a religious, educational, cultural, political, social, sporting or recreational nature. This category includes posters erected to advertise an auction but excludes posters advertising sales promotions, commercial products and events of a commercial nature.

**CATEGORY TWO POSTER** means a poster erected to be used for commercial advertising on structures for which specific provision has been made for by the Municipality.

**CATEGORY THREE POSTER** means a poster that shall display selected news headlines of a specific edition of a newspaper.

**CATEGORY FOUR POSTER** means a poster that shall be used to display public awareness and community based campaigns and notices of public meetings.

**CATEGORY FIVE POSTER** means posters erected for parliamentary or municipal elections, by-elections, referenda and registration process.

**CENTRE POINT OF INTERSECTION** means the point of contact between the centre lines of two roads.

**CLEAR HEIGHT** means the minimum vertical distance from the natural ground, road or surface level, as the case may be, to the bottom of the advertisement and / or to the advertising sign/receptacle, whichever is the smallest.

**COMMERCIAL ADVERTISING** means any words, letters, object, mark, logos, figures, symbols, pictures relating to the name of a business, a trade, a partnership or an individual or any information, recommendation or exhortation in respect of any particular goods manufactured or sold or any particular services rendered or offered.

**EDGE OF THE ROADWAY** means the boundary between the roadway and the shoulder, which is indicated by an appropriate road traffic sign or in the absence of such sign, a) in the case of a road with bitumen or concrete surface, edge of sub-surface or b) in the case of any other road, the edge of the improved part of the road, intended for vehicle use.

**ENGINEER** means an engineer registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000).

**FREEWAY** means a road or section of a road designated as a freeway by the MEC by an appropriate road traffic sign in terms of Section 11(6) of the Road Traffic Act, 1989 (Act No. 29 of 1989) or deemed to be a freeway under Section 11(7) thereof.

**HEAD OF DEPARTMENT/ HOD** means an official appointed in this specific position, by the Municipality in the respective department, responsible for the specific function or anybody acting in his stead, or a nominee, to attend to the execution of this contract.

**ILLEGAL SIGN** means any sign or poster, painted, affixed, displayed, exhibited, posted or erected without the approval by the Municipality.

**LOCAL ADVERTISING SIGNS** means advertising signs / receptacles wholly or partly produced, manufactured or assembled in South Africa.

**MAXIMUM HEIGHT** means the greater measurement from ground, road or surface level to the utmost top point of the advertisement and / or the advertising sign.

**MUNICIPALITY** means the City of Ekurhuleni.



**MUNICIPAL LAND** means any portion of land including road, street, thoroughfare, bridge, subway, footpath, sidewalk, land, square, open space, garden, park or enclosed place, erf, site etc. vested in the Municipality.

**OUTDOOR ADVERTISING** means the act or process of notifying, warning, informing, making known or any other act of transferring information in a visible manner and which takes place out of doors.

**PERMANENT SIGN** means signs erected for a period of more than one year.

**POSTER** means an advertisement displayed against a receptacle which is attached to a street light pole standard inside the road reserve.

**PUBLIC PLACE** means any road, street, thoroughfare, bridge, subway, foot pavement, footpath, sidewalk, lane, square, open space, garden, park or enclosed space vested in the Municipality.

**PUBLIC ROAD** means a road, which the public has the right to use.

**RECEPTACLE** means a fixed poster display holder to be fixed to street light poles as approved in terms of this contract.

**ROAD** means a public road which includes the shoulder, the land of which the road consists or over which the road extends, and anything on that land forming part of, connected with, or belonging to the road.

**ROAD ISLAND OR TRAFFIC ISLAND** means an area demarcated on a roadway by means of painted lines, stones, kerbs or by other means with the intention of preventing vehicles from standing or being operated in that area.

**ROAD MEDIAN** means the area separating traffic lanes on a roadway.

**ROAD RESERVE** means the full width of a public road, including roadways, shoulders, sidewalks, the air space above it and all other areas from boundary to boundary.

**ROAD RESERVE BOUNDARY** means the proclaimed boundary forming the outer edge of the road reserve.

**ROAD TRAFFIC SIGN** means any road traffic sign as defined in the Road Traffic Act, 1989 (Act No. 29 of 1989).

**ROADWAY** means the portion of a road, street or thoroughfare improved, constructed or intended for vehicular traffic, which is between the edges of the travelled way.

**SHOULDER** is the outer portion of the roadway which, whether surfaced or not, does not normally constitute part of the travelled way.

**SIDEWALK** means that portion of a verge intended for the exclusive use of pedestrians.

**SITE** means the ground, the street light pole or any other place in which, on which, or over which the receptacles / advertising signs are to be stored, installed or mounted, or where work has to be executed in the Municipality Area.

**STREET** means any street, road or thoroughfare shown on the general plan of a township, agricultural holding or any other division of land in respect of which the public have acquired a prescriptive or other right of way and which vests in Municipality.

## 5. POSTERS

- a. This class will be allowed in urban areas of maximum, partial and minimum control.
- b. The contract is only for the provision of:
  - i. CATEGORY TWO (2) POSTERS – COMMERCIAL ADVERTISING:  
Posters erected in this category may be used for commercial advertising on receptacles for which specific provision has been made for by the Municipality and provided by the Service Provider.
- c. The categories **EXCLUDED** from this contract are as follows:
  - i. CATEGORY ONE (1) POSTERS – EVENTS ADVERTISING:  
Posters erected to advertise public and charitable events, functions, occasions, meetings or campaigns of a religious, educational, cultural, political, social, sporting or recreational nature, and include posters erected to advertise an auction, but exclude posters advertising sales promotions, commercial products and events of a commercial nature.
  - ii. CATEGORY THREE (3) POSTERS:  
Posters in this category shall display selected news headlines of a specific edition of a newspaper.
  - iii. CATEGORY FOUR (4) POSTERS:  
Posters in this category shall be used for public awareness and community-based campaigns, notices of a public meeting.
  - iv. CATEGORY FIVE (5) POSTERS:  
Posters in this category include posters for parliamentary or municipal elections, by-elections, referenda and registration process.

## 6. DESIGN AND STANDARDISATION OF COMMERCIAL POSTERS

- 6.1 CATEGORY TWO (2) POSTERS: (Commercial Posters) – Advertisements and receptacles  
The size and height of signs allowed in this class are as follows:

Prescribed dimensions (height x width):	1.2m x 0.9m
Size:	1.08m <sup>2</sup> per direction
	2.16m <sup>2</sup> in total if double-sided, i.e. for two receptacles back to back
Height:	Minimum Clear Height: 2.4m
	At least 2m below light fixtures
- 6.2 The following attachments, regarding design specifications are to be included as part of the proposal namely:
  - 6.2.1 a drawing sufficient to enable the Municipality to consider the appearance of the advertising sign / receptacle and all relevant construction detail, elevations and sections to a scale of 1:100,
  - 6.2.2 a full description of the materials and finishes to be employed shall be provided on the plan, elevations and sections, and
  - 6.2.3 an artist's impression of the final product in its setting.

- 6.3 A registered, professional engineer shall take full written responsibility for all structural work contemplated, giving details to the Municipality's satisfaction, to enable it to establish the adequacy of the proposed means of securing, fixing or supporting the advertising sign / receptacle, to resist all loads and forces to which the advertising sign / receptacles may be exposed and the sufficiency of the margin of safety against failure.
- 6.4 The design and aesthetical appearance of the advertising sign / receptacle is subject to the Municipality approval.

## **7. THE POSITION AND GENERAL REQUIREMENTS FOR COMMERCIAL POSTERS**

- 7.1 Allowed inside urban road reserve for roads under the jurisdiction of the Municipality ONLY.
- 7.2 The receptacles / advertising signs with or without advertisements are only to be placed in specific business areas and along certain arterial roads.
- 7.3 Not closer than 0.3m from the nearest edge of any poster to the shoulder of the road.
- 7.4 At least 50m from the centre of an intersection for lower order and lower operating speeds (access intersections included but excluding residential 1 property with a single dwelling). With regards to roads with higher operating speeds, the distance is to be increased in relation to the speed limit (example 80km/h road equals 80m).
- 7.5 Not to obstruct pedestrian movement.
- 7.6 Street light poles positioned in front of or adjacent to primary and secondary schools may not be used for posters and notices.
- 7.7 May not in any way interfere with the sight distances of motorists.
- 7.8 The receptacle should not be positioned at places where traffic turns, negotiates curves, merges or diverges.
- 7.9 The content of the advertisement shall not be mistaken for a road traffic sign.

## **8. CONDITIONS APPLICABLE**

- a. A maximum of two Category Two (2) Posters / receptacle will be allowed per pole. If two receptacles per pole are erected, it should be affixed in a double-sided manner, i.e. two receptacles back to back.
- b. All Category Two (2) receptacles may be double-sided (dependent on the direction of traffic-flow or where such a need exists).
- c. Specific Category Two (2): Commercial Advertisement conditions:
- i. Posters shall be fixed to street light poles by means of removable steel brackets, approved by the HOD. No drilling or welding of poles will be allowed.
  - ii. The Municipality shall determine the number and display format of posters in this category.
- d. Street light poles positioned in front of Municipal Offices are reserved for the exclusive use for advertising purposes by the Municipality's Communications and Brand Management Department and are excluded from this contract.
- e. Street light pole positions currently being utilized for advertising purposes by the Municipality's Communications and Brand Management Department are excluded from this contract.

- f. The first two street light poles positioned within 50m radius of an intersection are reserved for category three posters being newspaper headlines and are excluded from this contract.
- g. The Service Provider is required to reserve at least 5% of advertising space free of charge for the Municipality of, at no additional cost to the Municipality. This will be for signs in specific positions as demanded and required by the Municipality. The Service Provider will be responsible for the cost pertaining to the design, manufacture and lighting of this advertisement on behalf of the Municipality. The Municipality will have the right to change these advertisements every 6 months, and not more frequent than that.
- h. The Municipality reserves the right to light any message or advertisement for community services, non-political organisations, emergency services, or branding of the Municipality on the advertising signs referred to in Clause 7.5 and Clause 7.7.
- i. Commercial street light pole advertisements shall not be displayed on the road reserve boundaries of freeways, or along any Provincial or National Road.
- j. All signs should be placed within the municipal road reserves.
- k. The Service Provider is responsible for all claims that may arise from using any patent, brand names or any other protected rights and the Service Provider indemnifies the Municipality against any liability.
- l. No lighting or electrical device is allowed on any part of the sign.
- m. The Service Provider shall regularly inspect, at least every six months, and properly maintain all advertising signs / receptacles as provided by himself and shall forthwith remove or repair all unsafe, damaged, deteriorated or unsightly advertising signs / receptacles.
- n. All costs regarding the supply, erection, management and maintenance of Categories Two Posters on the street light poles legally utilised by the Service Provider, will be borne by the Service Provider.
- o. No part of any advertising sign / receptacle shall infringe on any clearance prescribed by legislation.
- p. No advertising sign / receptacle or any mounting arrangement pertaining to it shall obscure any pole number or any other similar information.
- q. No steel or aluminium ladder may be placed against the street light poles on which the posters / receptacles are to be erected.
- r. Each receptacle / advertising sign shall be allocated a unique number through which the receptacle / advertising sign can be identified. The number shall be associated with the specific street light pole on which the advertising sign / receptacle is mounted and shall be displayed so that it can easily be read by an observer standing on the ground. Reference shall be made of the unique number of a receptacle or advertising signs in all correspondence, when payments are made and when any approval or permission is sought.
- s. Standardized pole mounted poster receptacles shall be allowed only where they will not have a negative visual impact on the streetscape and the character of an area.
- t. Only permitted on street light poles or other structure, which are provided for the express purpose of pasting or affixing posters.

- u. May not be placed on, or against, or attached to, or otherwise supported by any power line standard, power masts, transformer box, telegraph pole, road traffic sign or signal (any lamp pole which has a road traffic sign or signal attached to it), traffic circle, traffic island, wall, column or post of a veranda or balcony, fencing, electricity box or sub-stations, tree or bridge or any other municipal structure.
- v. No receptacle / advertising sign shall be mounted on a short (4,5m) street light pole.
- w. Not to cover municipal markings / stripes on street light poles.
- x. No limitations to the colour and texture of advertising signs.
- y. These receptacles / advertising signs may not be illuminated or animated.
- z. Advertisements may not have any letters smaller than 50mm in height.
- aa. These receptacles may not be installed where they interfere with the existing covering on a street light pole giving access to worker performing maintenance.
- bb. No message shall be spread across more than one advertisement, advertising sign or advertising sign panel.
- cc. Part B of the Ekurhuleni Metropolitan Municipality Billboards and the Display of Advertisements By-Law (2017) apply.

## **9. TYPES OF POLES IN AREA**

It is recorded that street light poles of various lengths and made of reinforced concrete, glass reinforced polyester and of galvanized steel are used in the Municipality. Bidders are required to carry out the necessary inspections to acquaint themselves of the prevailing situation and to take it into account when preparing their bids.

## **10. REMOVAL OR REPOSITIONING OF POLES**

It is recorded that the Municipality will be entitled to reposition or remove any street light pole or poles in order to maintain, improve or adapt its street light network or for any other reason it may deem applicable. If the said pole or poles are carrying receptacles / advertising signs, the Service Provider will be required to remove or reposition its receptacle or advertising signs at no cost to the Municipality.

The Municipality will give due written notice to the Service Provider of its intention to remove or reposition street light poles. The Service Provider is requested to remove the receptacle / advertising sign within a period of fourteen (14) days after written notification. If the Service Provider does not adhere to this timeously, the Municipality will remove the receptacle / advertising sign at the cost of the Service Provider.

## **11. ILLEGAL POSTERS**

The Service Provider will be responsible for the removal of all illegal advertising signage pasted or affixed against street light poles approved to be used by the Service Provider through this contract. The removal will include the removal of string or cord or any materials used to secure the advertising signage to the street light poles or any other municipal structure. Posters for parliamentary or municipal elections, by-elections, referenda and registration process may be affixed to the same street light poles as those approved to be used for this contract. The Service Provider will be permitted to discard the illegal signage.

## **12. POLES DAMAGED**

If a pole carrying a receptacle / advertising sign is damaged by a vehicle or through any other means the Municipality will, through its authorized officials, have the discretion to decide if and when the pole is repaired or replaced. The Municipality will, however, under no circumstances be responsible for any costs pertaining to the removal, repair, and replacement or repositioning of the receptacle / advertising sign or the loss of advertising income. The Service Provider is also responsible to inform the Municipality of any damaged poles which the Service Provider is aware of.

## **13. NUMBER OF POLES TO BE USED AND MINIMUM QUANTITIES**

All the street light poles on arterial roads and business areas (not in residential areas) in the Municipality are available for the placement of receptacles / advertising signs, with accommodation of, and with exception of those referred to as in Clause 7.4, 7.5 and Clause 7.6 above, in the Project Specifications. The Service Provider will be required to make available 5% of advertising space free of charge for the Municipality.

The Service Provider is obliged to supply and erect **700** as a minimum number of Category Two (2) Posters advertising signs / receptacles for commercial advertising in the Municipal Area.

## **14. NEW DEVELOPMENT**

The Service Provider will be expected to make provision to supply Category Two (2) posters (receptacles and advertising signs) to new developments in the Municipality when notified by the HOD: Real Estate Department.

## **15. OBLIGATION OF THE MUNICIPALITY**

The Municipality intends on appointing a Service Provider as the Sole Service Provider for the supply, erection, management and maintenance of commercial street light pole advertisement receptacles for Category Two (2) posters in lieu of the right to advertise on the advertisement panel in accordance with the terms of this agreement in the municipal area.

## **16. OBLIGATIONS OF THE SERVICE PROVIDER**

16.1 The Service Provider is required to undertake and will be responsible for the cost of the design, manufacture, supply, erection, management and maintenance of receptacles for Category Two (2) Posters, i.e., for Commercial advertising. The Service Provider must exercise his discretion, fairly and equally for all parties.

16.2 The Service Provider shall conduct its duties under the direction of the relevant Heads of Departments and comply with the conditions and guidelines as required in this agreement and in the Ekurhuleni Metropolitan Municipality Billboards and the Display of Advertisements By-Law (2017).

16.3 The Service Provider undertakes that the receptacles and advertising signs shall be kept in good state and condition at all times.

16.4 The Service Provider shall develop and maintain a database for the management of the receptacles for Category Two (2) street light pole posters for commercial advertising and the advertisements displayed thereon as indicated in Clause 19.

16.5 The Service Provider must comply with provisions and requirements of the National Archives of S.A. Act, Act No. 43 of 1996.

16.6 The Service Provider shall pay for the design, manufacture, supply, delivery, erection, management and maintenance of the receptacles and shall source advertisers to advertise in/on the receptacles.

## **17. PAYMENT FOR CATEGORY TWO (2) POSTERS**

The amount payable per month to the Municipality shall be based on the number of category two single-sided receptacles / advertising signs affixed to street light poles. An indication of the period for which payment is made and the unique sign number(s) of the advertising sign(s) / receptacle (s) for which payment is made, shall accompany all payments. Payments will be applicable as follows:

- 17.1 The first 3 (three) months from the date of the letter of acceptance: No charge.
- 17.2 From the 4<sup>th</sup> month to the 6<sup>th</sup> month: Charged and pay per receptacle / advertising sign affixed to street light poles.
- 17.3 From the 7<sup>th</sup> month onwards: The Service Provider will be charged the rate for the minimum amount of Category Two (2) receptacles / advertising signs specified above, plus additional receptacles / advertising signs affixed to street light poles.

The Service Provider shall make payments to the Municipality promptly on or before the 7<sup>th</sup> (seventh) day of each month without any set-off of any money the Municipality might be due to the Service Provider, at the Municipality address referred to in bid notice hereof and shall be free of bank charges. Should the Service Provider by any means fail or neglect to pay any monthly payment promptly before or on the due date as mentioned above, such payments will bear compound interest at the prime overdraft rate of the Municipality bank.

The Service Provider shall submit an audited statement with an indication of the period for which payment is made and the unique sign number(s) of the advertising sign(s) for which payment is made shall accompany all payments. The Service Provider shall also furnish the Municipality annually with an audited statement reflecting the receptacles/ advertising signs erected and paid for, in terms of the agreement.

The Service Provider shall submit an annual financial statement audited or independently reviewed in compliance with the requirements of the relevant Act as well as a certificate of good standing with the SARS within 3 (three) months after the financial year-end of the Service Provider, to the HOD.

Should the Service Provider have erected any sign without the written consent of the Municipality, and/or not specified and paid for, a penalty of twice the monthly tendered price will be charged to the Service Provider.

## **18. ESTABLISHMENT OF OFFICES WITHIN THE CITY OF EKURHULENI**

The Service Provider will be responsible for the establishment of an office in City of Ekurhuleni. The locality of this office will be approved to the satisfaction of the Municipality.

Aspects that will be considered include:

- a) Accessibility to the office for the general public;
- b) Proximity to other Municipal offices;
- c) Safe and secure environment.

## **19. COMPULSORY CONTRACT MEETINGS**

The HOD: Real Estate Department, or a nominee, and the Service Provider shall hold quarterly meetings with the view to discuss possible problems. The said meetings shall be held at the offices of the Municipality. The Service Provider is to set up such meetings and administer the invitations, agenda and minutes (secretarial services) for the duration of the contract.

## **20. DATABASE OF APPROVED SITES**

The following information, as a minimum is to be contained in the database, which the Service Provider shall develop and keep updated, within the first 6 (six) months from the date of the letter of acceptance:

- 20.1 Customer Care Centre
- 20.2 Suburb name
- 20.3 Street name
- 20.4 Description of the position of the commercial street light pole advertisement / receptacle
- 20.5 Unique number of receptacle / advertising sign
- 20.6 Defining if advertising sign / receptacle is part of the % allowed for the Municipality's advertising

The database is to be made available on a monthly basis or on request. The database will become the ownership of the Municipality on termination or expiration of the contract.

## **21. ESCALATION**

Escalation as set out in the Pricing Schedule.

## **22. DAMAGE CAUSED BY SERVICE PROVIDER**

The Service Provider will be required to, at his own cost, reinstate to its original condition, any damage to any sidewalk, road surface, street light pole, any other pole, structure or any other property that was caused by him. If this is not done within a reasonable time, the Municipality will be entitled to effect the necessary repairs and to recover the cost from the Service Provider.

## **23. MAINTENANCE**

The Service Provider shall regularly inspect, at least every three months, and properly maintain all advertising signs / receptacles under this contract, and shall forthwith remove or repair all unsafe, damaged, deteriorated or unsightly advertising signs / receptacles.

From the installation it shall be the responsibility of the Service Provider, at his own expense and when called upon to do so by the HOD, in writing, to rectify any defects of whatever nature, such as faulty materials, defective design, or workmanship. The Service Provider may be required to furnish the Municipality with a defect report and maintenance schedule on how all defects will be attended to.

If it becomes necessary for the Service Provider to replace or renew any defective portions of the advertising signs / receptacles under this clause, the provisions of this clause shall apply to the portions of the advertising signs / receptacles and works so replaced or renewed. If any defects are not remedied within seven (7) days, the Municipality may proceed to do the work at the Service Provider's risk and expense, but without prejudice to any other right, which the Municipality may have against the Service Provider in respect of such defects.

## **24. INSURANCE AND INDEMNITY**

- a) Public Indemnity Insurance. Successful Bidders will be required to purchase Public Liability Insurance Cover and indemnify Council against any and all third-party loss, damage or injury claims emanating from contract. Council reserves the right to, at any point in time, request proof of the validity of the Insurance Policy during the contractual period.
- b) The successful bidder shall for the duration of this Agreement be required to maintain in force such sufficient insurance cover for its performance under this Agreement. The level of insurance will be kept



under review by the Successful Provider on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Successful bidder.

- c) The Service Provider must insure Employees against injury at work and further ensure that the Employees are fully covered as is required by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (the COIDA). Documentary proof of such cover must be made available to CoE upon request.
- d) Insurance Cover will include relevant applicable insurance policies for risk associated with the scope of work such as Public Liability, Contractors All Risk, etc, and such Insurance will be determined by the City of Ekurhuleni (CoE). Successful Bidder will present Certificates of Insurance to CoE (Risk Management Department) prior to the commencement of works, but not later than Fourteen (14) days after having been informed of the acceptance of this bid.

## **25. OWNERSHIP**

- 25.1 Upon awarding of this contract, the previous Service Provider shall be expected to remove all receptacles / advertising signs as provided under his contract, within 30 (thirty) days after expiring of the previous contract, failing which it shall become the property of the Municipality without any remuneration. Any damage which was caused by the removal thereof, should also be repaired by the previous Service Provider. If signs are not removed, the successful Bidder will be given permission to remove the receptacles / advertising signs.
- 25.2 All advertising signs / receptacles shall at all time remain the property of the Service Provider and shall not by reason of attachment or connection to any fixed property become, or be deemed a fixture or appurtenance to such fixed property and shall at all times be severable there from.
- 25.3 Upon expiry of this contract, the Service Provider shall be obliged to remove the receptacles / advertising signs from the street light poles within 30 (thirty) days, or as required by the Municipality at that stage, and to repair any damage caused by the removal thereof, failing which the Municipality shall have the right to remove the receptacles / advertising signs at the expense of the Service Provider.
- 25.4 On termination of this agreement for any reason whatsoever, the Municipality shall require the Service Provider to remove all receptacles / advertising signs within a period of fourteen (14) days, or as required by the Municipality at that stage. In the event of the Service Provider failing to comply with this condition, the Municipality shall have the right to remove the receptacles / advertising signs at the expense of the Service Provider.
- 25.5 The Service Provider shall not cede or sublet any of the rights contained in this agreement without prior consent of the Municipality in writing having been obtained, which consent shall not unreasonably be withheld.

## **26. CONTRACT PERIOD**

The duration of this contract shall be from date of award to 30 June 2034.

## **27. SECURITY**

Security of the works, temporary works, plant, equipment and the workers remain the responsibility of the Service Provider. The Service Provider shall assess and manage the security on site.

## **28. SITE SAFETY**

The Service Provider must submit a Safety Plan on appointment which adhere to the provisos as specified in the National Occupational Safety Act, which forms an integral part of this contract, in order to ensure compliance with these Acts for Site Safety and Accommodation of Traffic.

- 28.1 The Service Provider shall supply proof of his/her registration in terms of the Compensation of Occupational Injuries and Diseases (Act No. 135 of 1993 as amended) in the form of a certificate issued by the Workmen's Compensation Commissioner.
- 28.2 Copies of the letter of appointment and acceptance of appointment of the Responsible Person in terms of the Machinery and Occupational Safety Act (Act 85 of 1993), as amended, must be available on request. The Safety Plan must be submitted prior to the commencement of the contract and must be available on site, whilst working if requested.
- 28.3 The Service Provider shall at all times grant access to the office of the "Municipal Safety Officer."
- 28.4 At the handing over of the site, the Service Provider shall appoint a person or persons to act as responsible person(s) in terms of the act on Occupational Health and Safety, Act No 85 of 1993 and the appropriate regulations.
- 28.5 The Service Provider and his/her employees are to be trained in the correct and safe handling of the equipment they use.
- 28.6 The Service Provider and his/her employees are to acquaint themselves with all Municipal by-laws and regulations.
- 28.7 The Service Provider is to issue his/her employees with the correct and applicable Personal Protective Equipment and ensure that it is worn/used at all times.
- 28.8 The Service Provider is to conduct regular site inspections and site audits.
- 28.9 The Service Provider is to ensure that qualified and competent persons conduct regular risk assessments.
- 28.10 The Service Provider is responsible for road safety, application of the OHS Act, traffic flow arrangements and traffic accommodation in all cases.

## **CLAUSE TO BE ADDED TO CONTRACTS BETWEEN THE EMPLOYER AND SERVICE PROVIDERS IN TERMS OF SEC 37(2) OF THE OHS ACT**

The employer and the Service Provider hereby agree, in terms of the provisions of Section 37(2) of The Occupational Health and Safety act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Service Provider with the provisions of the act, namely:

- a) The Service Provider undertakes to acquaint the appropriate officials and employees of the Service Provider with all relevant provisions of the Act and the regulations promulgated in terms of the Act;
- b) The Service Provider undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- c) The Service Provider hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Municipality from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- d) The Service Provider agrees that any duly authorised officials of the Municipality shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Service Provider has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Service Provider, or to inspect any appropriate records held by the Service Provider;
- e) The Service Provider shall be obliged to report forthwith to the Municipality any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

### **29. QUALITY OF ADVERTISING**

The Service Provider shall ensure that the advertising content complies with the Ekurhuleni Metropolitan Municipality Billboards and the Display of Advertisements By-Law (2017) and conforms to the guidelines or standards laid down from time to time by the Advertising Standards Authority (ASA), or any similar body recognised as representing the industry. Any changes to the design of the receptacles / advertising signs and its advertisement shall be submitted to the HOD: Real Estate Department for his approval prior to the fixture thereof.

### **30. RATE OF DELIVERY**

The first 6 (six) months from the date of the letter of acceptance:  
The amount as indicated as minimum quantities under Clause 12.

From the 7th month onwards:

The minimum quantity of receptacles / advertising signs as specified under Clause 12 plus any additional receptacles / advertising signs as requested by the Service Provider and approved by the Municipality or as identified by the Municipality.

It is recorded that a failure to provide the minimum quantities as specified under Clause 12 within the first 6 (six) months from the date of the letter of acceptance, shall be a material breach of this contract.

Example of the Commercial Street Light Pole Advertisement Receptacles or equivalent to be supplied. The bidder must ensure that the receptacles provided meet the requirements of the specifications.



A Service Level Agreement will be entered into with the successful bidder.

**NAME OF BIDDING ENTITY** .....

## **FORM “J”**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

### **VARIATIONS AND OMISSIONS:**

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality’s specification, in all respects, **except as stated hereunder;**

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**AUTHORISED PERSON’S SIGNATURE**

\_\_\_\_\_  
**DATE**

**FOR EVALUATION PURPOSE (MUST BE COMPLETED)**

**NAME OF BIDDING ENTITY** .....

**FORM “K”**

**CITY OF EKURHULENI**

**CONTRACT NUMBER: A-RE-01-2025**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.**

**SCHEDULE OF PRICES**

**SCHEDULE OF PRICES AND PRICING INSTRUCTIONS**

For the purposes of this schedule of quantities, the following words shall have the meaning hereby assigned to them:

Amount: An amount bided for an item, the extent of which is described in the schedule of quantities, the specification or elsewhere, but of which the quantity of work is not measured in units.

Minimum Quantity: The amount as indicated in the project specification.

Quantity: The number of units for each item.

Unit: The unit of measurement for each item provided as defined in the specifications.

Rate: The payment per unit per month for which the Bidder bids to pay the municipality.

**Part of Contract**

This schedule of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

**Rates and Lumpsum**

Bidder shall complete all rates and lumpsums.

**Amount in Rands**

The bidder shall fill in an amount in Rands where provision is made for it.

**Additional pricing instructions**

It is expected of the bidder to price on the minimum quantity as indicated in the Pricing Schedule and Project Specifications, and thereby implicating that the bidder is able to provide these minimum quantities of receptacles for Category Two (2) Posters for commercial advertising, within the first six months from date of the letter of

acceptance, as well as any additional receptacles / advertising signs in the course of the contract term at the same rate as indicated.

### Rejection of Bid

Should the bidder fail to complete the schedule of quantities by filling in a rate in each column where provision is made for it, the bid will be rejected. A bidder who is unable to price and/or supply the minimum quantity will be rejected. If a bidder bids for a lesser quantity, the bid will also be rejected.

### Units of Quantities

The units of measurement indicated in the schedule of quantities are metric units.

The following abbreviations are used in the schedule of quantities:

No	=	number
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### Sums of Monetary Amounts

All rates and sums of money quoted in the schedule of quantities shall be in Rands and whole Cents. Fractions of a Cent shall be discarded.

### SCHEDULE OF QUANTITIES

The schedule must be priced in full

ITEM	DESCRIPTION	UNIT	RATE (Excl. VAT) PER MONTH PAYABLE TO MUNICIPALITY PER RECEPTACLE UNIT (Rand)	MINIMUM QUANTITY	LUMP SUM AMOUNT (Excl.VAT) PER MONTH PAYABLE TO MUNICIPALITY FOR MINIMUM. QUANTITY (Rand)
1	Receptacle for Category Two (2) Posters for Commercial Advertising: Single-sided advertising signs (per advertisement panel).	No	R	700	R
15% VAT					R
TOTAL AMOUNT INCLUDING VAT PER MONTH					R

**Note: The quantities above are provisional and for the purpose of bid adjudication only. Payments will be based on actual quantities of work executed.**

**NB: PLEASE NOTE**

- **THE CITY OF EKURHULENI HAS DETERMINED A RESERVE PRICE AMOUNTING TO A MINIMUM AMOUNT OF R300,00 (EXCLUDING VAT) PER RECEPTACLE PER MONTH.**
- **BIDDERS ARE NOTIFIED THAT ANY OFFER BELOW THE RESERVE PRICE WILL NOT BE CONSIDERED.**

The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

**CONSUMER PRICE INDEX**

**PERIOD ONE (01)**

**BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID**

**PERIOD TWO (02)**

**BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12<sup>TH</sup> MONTH OF PERIOD ONE (01)**

**PERIOD THREE (03)**

**BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12<sup>TH</sup> MONTH OF PERIOD TWO (02)**

**NB! ESCALATION OF CPI WILL BE APPLICABLE FOR THE REMAINING PERIOD OF THIS BID.**

\_\_\_\_\_  
Signature of person authorised to sign bid documents

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date



# FORM “L”

## CITY OF EKURHULENI GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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 as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.
- 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 activities” means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 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 “Dumping” occurs when a private enterprise abroad markets 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.
- 1.10 “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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.11 “GCC” means the General Conditions of Contract.
- 1.12 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.13 “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.
- 1.14 “Local content” means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.

- 1.15 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.16 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.17 "Purchaser" means the organization purchasing the goods.
- 1.18 "Republic" means the Republic of South Africa.
- 1.19 "SCC" means the Special Conditions of Contract.
- 1.20 "SCM" means Supply Chain Management.
- 1.21 "Services" means those functional services ancillary 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.
- 1.22 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.23 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **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**

- 3.1 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.
- 3.2 Invitations to bid are usually published in locally distributed news media, the municipality/municipal entity website and the eTender Publication Portal.

## **4. Standards**

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.

## **6. Patent Rights and Copyright**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims for infringement of patents, copyright, trademarks, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 The ownership of any intellectual property, i.e. patents, copyright, trademarks and industrial design, developed by the supplier within the scope of this contract shall vest in the purchaser.

## **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 performance security in 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 form 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.
- 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 whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 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 and 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, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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**

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**

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 or services, shall be agreed upon in advance by the parties before it is provided and shall not exceed the prevailing rates charged to other parties by the supplier for similar goods or 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 cost 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 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:
  - An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
  - An original cancelled cheque (if applicable)
  - An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity
- 16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.
- 16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.
- 16.5 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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**

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**

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**

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, where 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 without the application of penalties is agreed upon, pursuant to GCC Clause 21.2.
- 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 its other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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 committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 23.2 In the event that the purchaser lawfully 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 lawfully terminates the contract in whole or in part, the purchaser may decide to have a restriction penalty imposed on the supplier by causing such supplier to be prohibited from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends to have a restriction imposed on the 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 to cause the supplier to be restricted?
- 23.5 Any restriction imposed on any person will 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 the purchaser intends to have a restriction imposed on the supplier, the purchaser must, within five (5) working days of such decision, furnish the National Treasury, with the following information:
- (i) Written submissions as to whether the supplier should be restricted from conducting business with any organ of state; and
  - (ii) Written representations from the supplier as to why that tenderer should not be restricted from conducting business with any organ of state.
- 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. **Antidumping and countervailing duties and rights**

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 Purchaser 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**

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**

The settlement of disputes will be in terms of paragraph 50 of the COE SCM Policy, which provides as follows:

- “50.** (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
- (a) to assist in the resolution of disputes between the municipality and other persons regarding -
    - (i) any decisions or actions taken in the implementation of the supply chain management system; or
    - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
  - (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
- (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
  - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- (a) the dispute, objection, complaint or query is not resolved within 60 days; or
  - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

**28. Governing language**

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.

**29. Applicable law**

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

29.1 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

29.2 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.

**30. Taxes and duties**

30.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

30.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

30.3 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.

30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**31. Transfer of contracts**

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

**32. Amendment of contracts**

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.

**33. Prohibition of restrictive practices**

33.1 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.

33.2 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.

- 33.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Tribunal 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.

# FORM "M"

## CITY OF EKURHULENI

### SPECIAL CONDITIONS AND UNDERTAKINGS:

- 1 1.1 DEFINITIONS:
  - 1.1.1 "Accounting Officer" in relation to the Municipality, means the Municipal Manager
  - 1.1.2 *"Bid"* means an offer to supply goods and/or services to the COE at a specified price or rate;
  - 1.1.3 *"Bidder"* means any person offering to supply goods and/or services to the COE;
  - 1.1.4 *"CCC"* shall mean Customer Care Centre
  - 1.1.5 *"CM"* shall mean City Manager of COE appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998
  - 1.1.6 *"Contractor(s)"* means the bidder whose bid has been accepted by the COE;
  - 1.1.7 *"ED"* means the *Executive Director* of the Department in the COE responsible for this bid or her/his duly authorised representative;
  - 1.1.8 *"COE" or "Municipality"* shall mean the CITY OF EKURHULENI;
  - 1.1.9 *"Final delivery certificate"* means the document issued by the COE confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
  - 1.1.10 *"Letter of acceptance"* means the written communication by the COE to the Contractor recording the acceptance by the COE of the Contractor's bid subject to the further terms and conditions to be included in the contract;
  - 1.1.11 *"Signature date"* and in relation to any contract, means the date of the letter of acceptance;
  - 1.1.12 *"Termination date"* - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate whichever is the latest;
  - 1.1.13 *"Value added"* means that portion of the bid price not constituting the cost of materials;
  - 1.1.14 *"Warranties"* - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.
- 1.2 Interpretation:
  - 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
  - 1.2.2 An expression which denotes-
    - 1.2.2.1 any gender includes the other gender;
    - 1.2.2.2 a natural person includes an artificial or juristic person and vice versa;
    - 1.2.2.3 the singular includes the plural and vice versa;
  - 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
  - 1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day

- falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

## 2 GENERAL UNDERTAKINGS BY THE BIDDER

- 2.1 I/we hereby bid:
- 2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the COE;
  - 2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
  - 2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.
- 2.2 I/we agree further that:
- 2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the COE during the validity period indicated and calculated from the closing time of the bid.
  - 2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.
  - 2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:
    - 2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the COE may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the COE;
    - 2.2.3.2 in such event, I/we will then pay to the COE any additional expense incurred by the COE for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
    - 2.2.3.3 the COE shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
    - 2.2.3.4 pending the ascertainment of the amount of such additional expenditure the COE may retain such monies, guarantee or deposit as security for any loss the COE may sustain, as determined hereunder, by reason of my/our default.
  - 2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.
  - 2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all

- my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

## GENERAL BID CONDITIONS & DIRECTIVES

- 3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the COE adheres.
- 4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the COE:
- 4.1 SUPPLY CHAIN MANAGEMENT POLICY;
- 4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the COE's Requests for Bids.

- 5 **Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.**
- 6 **Bid prices must be submitted on the official bid Form "K" – "Schedule of Prices" form, which must be filled in and completed in all respects.**
- 7 Bids must be submitted in sealed envelopes.
- 8 Separate envelopes must be used for each bid invitation.
- 9 The address, bid number and closing date must appear on the front of the envelope.
- 10 The name and address of the Bidder must appear on the back of the envelope.
- 11 **Each bid document is allocated with a certain bid box number in which the bid documents must be deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.**
- 12 **Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The COE accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.**
- 13 13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the COE or any other municipality or municipal entity.
- 13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the COE, as contemplated in this clause which arises after

the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the COE deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the COE and/or to any CCC located within the area of jurisdiction of the COE.

- 13.3 The books and records of the COE, or any extracts there from certified by the City Manager or other officer authorised thereto by the COE shall, for the purposes of this clause be *prima facie* evidence of the amounts lawfully owing to the COE.
- 13.4 For purposes of this clause the term "*in good standing*" means that the Bidder shall not be in any way lawfully indebted to the COE and/or to any CCC located within the area of jurisdiction of the COE, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;
- 14 In the event that a contract is awarded, the COE shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 4 and 5 of the Preferential Procurement Regulations, 2022, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The COE reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.
- 15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the COE that might have application on the Bidder's activities in terms hereof.
- 16 Neither the COE nor any official in the COE will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.

#### **17 DETAILS OF OFFERS MADE**

- 17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;
- 17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.

#### **17.3 ADJUDICATION OF BIDS**

**Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form "A" - "Procurement Form", included in this bid document.**

**Form "A" – "Procurement Form", must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.**

#### **18. VARIATIONS AND OMISSIONS**

Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form "J" – "Variations and Omissions" document.

## **GENERAL CONTRACTUAL UNDERTAKINGS**

### **19 QUALITY OF GOODS**

Notwithstanding anything to the contrary in this agreement:

- 19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.
- 19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.
- 19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the COE may reject same, in spite of such approval by its ED or his duly authorised representative.
- 19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the COE provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The COE shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.
- 19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

### **20 INDEMNITY**

- 20.1 Without prejudice to any of the rights of the COE arising from any of the provisions of this agreement, the Bidder indemnifies and holds the COE harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the COE) which the COE may suffer as a result of or which may:
  - 20.1.1 be attributable to-
    - 20.1.1.1 any liability of the Bidder, whether actual or contingent;
    - 20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:
      - 20.1.1.2.1 normal taxation;
      - 20.1.1.2.2 value added tax;
      - 20.1.1.2.3 minimum or secondary taxation on companies;
      - 20.1.1.2.4 all other forms of levies or taxation.
    - 20.1.1.3 any penalties or interest as a result thereof.
  - 20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;
- 20.2 The Bidder undertakes to indemnify the COE in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the COE as a consequence of the negligence of the bidder, its employees, members or any persons under its control;
- 20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the COE or any person for whose actions the COE is legally liable.

### **21 POWERS OF THE COE IN THE EVENT OF GOODS BEING DEFECTIVE**

- 21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-
  - 21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,



21.1.2 if the COE so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the COE may fix.

21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the COE in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.

## 22 DELIVERY OF GOODS

22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:

*The Offices of the CITY OF EKURHULENI,  
Corner Cross and Roses Streets,  
Germiston; or,*

such other place in the Municipal Area of the COE as may be specified and at the time/s and in the manner appointed by the ED;

22.2 Each delivery must be accompanied by a correct delivery note;

22.3 All invoices (accompanied by TAX invoices) must be forwarded to the COE without delay, **clearly stating the contract and order numbers.**

22.4 All equipment and material shall be marked with the appropriate contract and order numbers.

22.5 Bidders shall state in their bids as well as on the official Form "I" – "Schedule of Prices" document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.

22.6 Delivery shall be made in accordance with the requirements set out in the contract.

22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the COE.

## 23 RATE OF DELIVERY

As and when required, during the period of this contract.

## 24 FAILURE TO DELIVER GOODS

24.1 In the event-

24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or

24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or

24.1.3 of the COE suffering damage by delay while rejected goods are being replaced under Clause 19,

it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the COE;

24.2 Such liquidated damages shall be determined in each case by the City Manager of the COE and shall be:

24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the COE over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the COE.

- 24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.
- 24.4 The City Manager of the COE shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the COE shall be binding in every case.
- 24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to *vis major*.

## 25 SURETY

- 25.1 The Bidder shall, **if it is required of him/her**, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the COE and such surety shall remain in force until the handing over of a final delivery certificate by the COE;
- 25.2 The only surety acceptable to the COE is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the COE

Guarantees will be required as follows:

CATEGORY	PROJECT VALUE (INCL. OF VAT)	GUARANTEE
A	< R500 000	2,5%
B	R500 001 – R1 000 000	5%
C	R1 000 001 – R2 000 000	7,5%
D	>R2 000 000	10%

- 25.3 Unless otherwise provided for, the security shall be for NIL% of the total value of the bided price;
- 25.4 The cost of obtaining any such surety shall be borne by the Bidder;
- 25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate
- 25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the COE, the COE will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

## 26 ACCEPTANCE

- 26.1 Unless otherwise specified in the invitation to bid, **this bid shall remain open for acceptance by the COE for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;**
- 26.2 The written approval of this bid by the COE, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;
- 26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

## 27 PRICE

The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes **excluding VAT**.

## 28 GOVERNMENT PRICE CONTROL

- 28.1 Where the price of any item placed on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.
- 28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.
- 28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. **Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.**
- 28.4 **Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.**

## 29 CONTRACT PRICE ADJUSTMENT

Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as **being firm** and the COE will not, under any circumstances, accept for its account, any increase in the prices bid during the duration of the contract.

## 30 PAYMENT

Payment will be made **within thirty (30) days after goods are supplied and date of invoice**. The COE may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

## 31 PERIOD OF CONTRACT

This contract is for a period with effect from date of award by the City, until 30 JUNE 2034

## 32 ORDERS FOR REQUIREMENTS

During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

## 33 DISCOUNT

A minimum of 2,5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

## 34 CONFIDENTIALITY

- 34.1 It is recorded that the Bidder, by virtue of his/her association with the COE, will become possessed of and will have access to confidential information belonging to the COE including, but without limiting the generality of the foregoing, the following matters:
- 34.1.1 the contractual and financial arrangements between the COE and other Bidders;
  - 34.1.2 the COE's financial matters;
  - 34.1.3 all other matters which relate to the COE's business and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 34.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:
- 34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;
  - 34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the COE.
- 34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the COE in the confidential information-
- 34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the COE or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;
  - 34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the COE. Such property of the COE shall be surrendered to the COE on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.
- 34.4 Any action which can be construed as a contravention of the condition referred to in clause 34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the COE alternatively the summary termination of any contract entered into.

## 35 BREACH

- 35.1 Should either the Bidder or the COE commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;
- 35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36 **PUBLICITY**

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the COE, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 **SEVERABILITY OF THE CONTRACT TERMS**

37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;

37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.

37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 **WAIVER OF RIGHTS**

38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;

38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;

38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 **CESSION OF RIGHTS**

39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;

39.2 Any party to the agreement who wishes to cede, delegate or assign their right of payment may only cede, delegate or assign their right of payment to a Financial Service Provider.

39.3 Any request to cede, delegate or assign a parties right of payment must be made in writing by the Financial Service Provider, accompanied by a copy of the cession agreement between the Financial Service Provider and any party to this agreement.

39.4 Should the COE be succeeded or replaced by any other entity that entity shall automatically substitute the COE in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 **DOMICILE & NOTICES**

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-

40.1.1 THE CITY OF EKURHULENI

Physical - Golden Heights,  
141 Victoria Street,  
(Corner Victoria and F H Odendaal Streets)

Germiston

1400  
Use entrance at 65 FH Odendaal Street  
Fax - +27.(0)11.999-7511

40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY)

Physical Address .....

.....

.....

Postal Code .....

Postal Address .....

.....

.....

Postal Code .....

Fax Number .....

- 40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.
- 40.3 Any notice given or any payment made by any party to any other ("addressee") which is-
- 40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
- 40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.
- 40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.
- 40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 **TOTALITY OF AGREEMENT**

This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

**42 APPLICABLE LAW**

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

**43 DEFAULT/CANCELLATION OF BID AND/OR CONTRACT**

Should it appear to the COE that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any such event the COE may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the COE shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the COE may sustain by reason of such action as the COE may take in terms of this clause.

**44 PACKING**

All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the COE.

**45 FALSE INFORMATION**

Should it come to the attention of COE that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the COE holds the right to disqualify the bid and/or terminate the contract?

**46 LABOUR CONDITIONS**

The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.

# FORM – “N”

## CONTRACT FORM - RENDERING OF SERVICES

### CITY OF EKURHULENI

#### CONTRACT NUMBER: A-RE-01-2025

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.

#### PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

THIS FORM MUST BE COMPLETED 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.

1. I hereby undertake to render services described in the attached bid documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the COE during the validity period indicated and calculated from the closing date of the bid.
2. The bid documents shall be deemed to form and be read and construed as part of this agreement:
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid 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 .....

WITNESS:

1 .....

DATE.....



# FORM – “N”

## CONTRACT FORM - RENDERING OF SERVICES

CITY OF EKURHULENI

CONTRACT NUMBER: A-RE-01-2025

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, ERECTION, MANAGEMENT AND MAINTENANCE OF COMMERCIAL STREET LIGHT POLE ADVERTISEMENT RECEPTACLES IN LIEU OF THE RIGHT TO ADVERTISE ON THE ADVERTISEMENT PANELS FROM DATE OF AWARD UNTIL 30 JUNE 2034.

### CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE COMPLETED BY THE COE)

1. I ..... in my capacity as .....  
..... accept your bid under reference  
number.....dated.....for the rendering of services indicated  
hereunder and/or further specified in the annexure(s).
2. 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.
3. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE.....

OFFICIAL STAMP



WITNESS:

1 .....

DATE.....