



CITY OF TSHWANE METROPOLITAN MUNICIPALITY
ECONOMIC DEVELOPMENT AND SPATIAL PLANNING DEPARTMENT
(OUTDOOR ADVERTISING)

TENDER NUMBER: ED 05 - 2024/25

TENDER DESCRIPTION:	TENDER FOR THE MARKETING, SELLING AND INSTALLATION OF ADVERTISING SPACE ON AND INSIDE A RE YENG BUSES -AND RELATED BUS TERMINUS AT THE COST OF THE TENDERER FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE

12 June 2025

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”

CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: ECONOMIC DEVELOPMENT AND SPATIAL PLANNING

(OUTDOOR ADVERTISING)

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Contact person	Compulsory briefing session	Closing date
ED 05 2024/25	Tender for the marketing, selling and installation of advertising space on and inside A Re Yeng buses -and related bus terminus at the cost of the tenderer for a period of 5 years on as and when required basis.	Technical enquiries: Clyde Petersen Clydep@tshwane.gov.za or 012 358 8035)	Venue: Sammy Marks Council Chambers, Cnr Lillian Ngoyi and Madiba Street, CBD Date: 08 May 2025 at 10:00	12 June 2025 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal.

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”

Documents must be deposited in the bid box not later than **10:00 on 12 June 2025**

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Clyde Petersen (012 358 8035 or Clydep@tshwane.gov.za)
- Supply chain enquiries: Maureen Radingoana (012 358 6153 or maureenr@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

INDEX

Number	Details	Document	Page
1.	Very important notice on disqualifications		
2.	Certificate of authority for signatory		
3.	Scope of work		
4.	Pricing schedule		
5.	Invitation to bid	MBD 1	
6.	Pricing schedule: Firm prices (purchases)	MBD 3.1	
7.	Pricing schedule: Non-firm prices (purchases)	MBD 3.2	
8.	Declaration of interest	MBD 4	
9.	Preference points claim form in terms of the preferential procurement regulations 2022	MBD 6.1	
10.	Contract form: rendering service	MBD 7.2	
11.	Declaration of past supply chain management practice	MBD 8	
12.	Certificate of independent bid determination	MBD 9	
13.	General conditions of contract		
14.	Service-level agreement		
LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT			
15.	Company registration certificate		
16.	Rates and taxes or lease agreement		
17.	Unique PIN		
18.	CSD summary report		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. 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.
6. 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;
 - i. 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
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.

12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.
13. It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
14. Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
 - i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....
Signature	Signature	Signature

.....
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

.....
Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

ECONOMIC DEVELOPMENT AND SPATIAL PLANNING DEPARTMENT

OUTDOOR ADVERTISING

BID NAME

TENDER FOR THE MARKETING, SELLING AND INSTALLATION OF ADVERTISING SPACE ON AND INSIDE A RE YENG BUSES -AND RELATED BUS TERMINUS AT THE COST OF THE TENDERER FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

BID NUMBER

ED 05 2024/25

1. INTRODUCTION AND PURPOSE

Tenders are hereby requested at the cost of the tenderer for profit sharing with the municipality to (a) market and sell advertising space on and inside A Re Yeng busses -and related bus terminus; (b) installation and operation digital advertising screens in related bus terminus; (c) provision of a closed-loop entertainment system and (d) the administration of outdoor advertising applications on and inside municipal busses.

The Municipality, however, shall retain overall responsibility for the approval of all advertising content.

2. BACKGROUND

The Economic Development and Spatial Planning Department (specifically the Outdoor Advertising Management Section under the Built Environment and Enforcement Division) manages outdoor advertising throughout the Tshwane municipal area. It entails the receipt and evaluation of outdoor advertising applications, approval of outdoor advertisements; entering into agreements with media owners for signs approved within public domain, contract management with the aim of generating revenue for the municipality; drawing up bylaws and related policies and updating such regularly; scanning the macro environment for opportunities and staying abreast of changes in the physical environment, economic environment, social environment and also with technological advancements in media and awareness of international trends affecting the outdoor advertising industry.

The goal of municipal revenue management is to ensure that the City has the ability to support, maintain and function to a degree that it meets service delivery and development obligations as a going concern. Outdoor advertising comprises two strains of revenue collection sources, namely application fees to erect and display signs and advertisements visible from public property, and agreements signed with the City to erect and display advertising signs and advertisement displayed/erected within the public domain.

Through this process it is aimed that the successful bidder will strive:

- To facilitate processes for revenue enhancement;
- To diversify the economy through enterprise development;
- To boost business confidence;
- To allow for business retention and expansion;
- To improve the quality of lives of our citizens through corporate social responsibility.

Bidders will be expected to provide proof that they have a thorough knowledge of the outdoor advertising industry and the marketing of advertising space. Also, they must have the ability to administer advertisement applications. Bidders are to provide proof to the satisfaction of the municipality that they have the experience, the resources and the ability to manage a contract of this nature.

The submission of bidders who are unable to provide the requisite proof, will be disqualified and will not be considered further.

The successful bidder will be obligated to enter into a binding agreement with the City of Tshwane Municipality on the conditions expressly or by implication embodied in this tender, immediately upon notification to the tenderer of the acceptance of its tender by the Municipality. Such agreement will come into effect on the date of signature by the authorised representative of the Municipality.

3. PROJECT SCOPE

The period of the agreement shall be for FIVE (5) years only, commencing on the commencement date.

At the expiry or cancellation of this agreement, the bidder shall within 14 (fourteen) days ensure that all busses are restored to its original condition free from any commercial advertising messages at its own expense, to the satisfaction of the Municipality and should it fail to do so, the Municipality may in its discretion carry out the necessary work at the bidder's expense.

The Municipality shall, after giving the bidder at least 21(twenty-one) days' notice, be entitled to sell or otherwise dispose of any such property removed by it and retain the total proceeds received to defray any expenses and storage costs incurred by the Municipality.

IMPLEMENTATION AND OPERATION

The successful bidder(s) may install advertising in -and outside municipal busses in the following manner:

Format	Number of units	Appropriate Opportunity
Digital screens	At least one digital screen inside the bus terminus	Bus terminus

Advertising strips	<ul style="list-style-type: none"> 2 panels above windows per length of a single decker bus 4 panels above the windows, per length of a double-decker bus 	Internally facing
Back advertising only	No more than one single advertising message per bus regardless of type of bus (ie. multiple messages on the back of the bus is not permitted)	Externally facing
Full bus wrap on both single -and double decker busses	With the exception of the front outside of busses, the entire bus may be wrapped with advertising messages. Contra-vision or similar see-through material shall be applied to windows in the case of full-wrapping of busses. No advertising material applied to any part of a bus may interfere with the operation of a bus or impede any emergency exits or equipment.	Externally facing
Front panel of a bus	Not permitted	Not permitted
Advertising on windows	Not permitted on the front panel window	Not permitted unless otherwise indicated herein
Closed-loop entertainment system on the bus and bus terminus	A system that runs agnostically from internet access without signal degradation in remote areas and without the need for passengers to have mobile data; it must run data-free for the end-user	A bring-your-own device (smart device) experience for end users
A dedicated municipal communication channel on the bus and bus terminus	A system that runs agnostically from internet access without signal degradation in remote areas and without the need for passengers to have mobile data; it must run data-free for the end-user	A bring-your-own device (smart device) experience for end users
Other forms of bus advertising not indicated herein		Subject to the specific consent of the City's Outdoor Advertising Management Section.

Bidders are encouraged to use the above-mentioned envisaged advertising opportunities to formulate their tender submissions but may propose as part of this tender, additional outdoor advertising revenue sources subject to the approval of the municipality.

The bidder shall submit the specifications of the digital screens in minute format (size of screens to be installed, how it will be installed, how it will operate, etc).

During the term of the tender, the bidder shall install at least one digital screen per bus terminus.

The municipality shall be entitled to at least one digital slot per rotation at no cost. All such content will be supplied by the municipality.

The closed-looped system must function independent from third-party signals.

The closed-loop system must be functional in all weather conditions and terrain and shall have low power draw from the battery.

The closed-loop system must be designed in a manner that it does not have any monetary implication for users when accessing the service.

Bidders must provide commuters with visible instruction on the bus and bus terminus on how to access the closed-loop system.

Bidders must provide an ICASA approved certification for the closed-loop system.

Bidders must ensure POPIA compliance and shall exempt the municipality from all and any claims that may result from the use and access of the closed-loop system.

Bidders must ensure that customer analytics is shared with the municipality at no cost (to the municipality) when required.

The municipality shall be at liberty to veto content offering on the closed-loop system.

The bidder shall have the ability to maintain and update the closed-loop system service remotely.

The installation of the closed-loop system within the busses must not void any existing manufacturer's warranty.

The bidder shall ensure that installation of the closed-loop system does not permanently affect the wiring or structure of the bus or bus terminus.

The supply and installation of digital screens shall commence no later than 30 days after the date of commencement of the tender.

The bidder shall submit an implementation plan to the City to complete the supply and installation of the minimum amount of digital screens within 18 months from

the commencement date of this tender, provided that 60% of the minimum number of digital screens shall be installed within 12 months from the aforementioned commencement date.

Digital screens inside busses shall not emit any sound.

Digital screens shall not conceal or obstruct any information signs currently displayed inside municipal buses. Furthermore, digital screens shall not impede drivers' ability or distract drivers' attention.

The bidder shall ensure that all attachments and cabling are properly concealed.

The bidder shall ensure that all surface finishes are non-abrasive and that there are no protruding elements that may constitute any physical danger.

The bidder shall ensure that the digital screens are at all times in full working condition.

The bidder shall comply at all times with national broadcasting licence legislation and criteria, and the City shall not be held liable or responsible to obtain or assist in procuring such licence.

The bidder shall repair at its own cost any damage caused to City property and assets (including paintwork) during the installation of digital screens and/or advertising material on and inside municipal buses.

The City shall not be held liable for the breakdown of any municipal bus or the disruption of any bus services.

The City may in its sole discretion carry out any maintenance and effect any alterations to its property at any time, and should such maintenance and/or alterations affect an advertising campaign, the City shall not be liable for any damage to any advertising material or digital screen arising from such maintenance and/or alterations, whether such damage was caused by negligence or was the result of the action of the City, its employees, contractors or representatives. The City shall furthermore not be liable for any loss of income or any damage caused by such maintenance or alterations that the bidder may suffer.

With respect to the abovementioned, the bidder shall prove and inform (in writing) the Group Head: Economic Development and Spatial Planning in the case of the disruption of municipal bus services in terms of non-payment.

No political advertisement may be displayed or aired on or inside municipal buses.

The bidder shall submit all proposed advertising concepts, ideas, plans, programmes, campaigns and merchandising for approval by the Group Head: Economic Development and Spatial Planning.

The City shall allow the bidder a maximum grace period of five working days to remove an expired advertising campaign from a municipal bus. The bidder shall pay the City the same amount for an expired campaign if such campaign is not

removed within five working days. Should any working day after a Monday spill over into a new calendar month, the bidder shall pay the City for the full month for the display of such campaign.

The bidder shall be responsible to restore paintwork of buses used to the satisfaction of the Divisional Head: Tshwane Bus Services.

The bidder shall obtain the written approval of the City in the case of activation campaigns inside busses.

The City shall not be held liable or responsible for the safeguarding of any employee(s) appointed by a bidder to conduct such activations on a municipal bus.

The bidder shall make available to the City at least one slot of free advertising space as and when required by the City on all digital screens installed in buses.

Process flow

The bidder shall obtain graphic approvals in writing from the Director: Outdoor Advertising Management. Such approval application shall make reference to the number and type of buses to be used and the campaign period.

The bidder shall inform the Tshwane Bus Services Division of the approval obtained and make arrangements to have the campaign flighted on and inside municipal buses.

The bidder shall be responsible for the physical application and installation of advertising on and inside municipal bus(es) at his/her own cost.

Upon the expiry of an advertising campaign, the bidder shall arrange with the Tshwane Bus Services Division for the removal of expired campaigns within the specified period (five working days).

4. DELIVERABLES

The bidder shall submit the specifications of the digital screens in minute format (size of screens to be installed, how it will be installed, how it will operate, etc).

The bidder shall submit an implementation plan to the City to complete the supply and installation of the minimum amount of digital screens within 18 months from the commencement date of this tender, provided that 60% of the minimum number of digital screens shall be installed within 12 months from the aforementioned commencement date.

5. STAGES OF EVALUATION

This bid will be evaluated in the following three (3) stages

Stage 1: Administrative compliance

Stage 2: Mandatory criteria

Stage 3: Preferential point system

5.1 ADMINISTRATIVE COMPLIANCE (Stage 1)

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <input type="checkbox"/> A copy of their Tax Clearance Certificate (TCS); or <input type="checkbox"/> Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) a copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: • Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councilors confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they		Was a Municipal Account Statement(s) or landlord letter(s) provided for ALL the bidding company's (SA based) directors? The names and/or addresses of all directors on statement correspond with CIPC document? Are all payments up to date (i.e. not in arrears for more than 90 days?

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
are not required to pay Rates and Taxes a letter from the local councilors confirming they are residing in that area		
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company.</p> <p>declare any interest in any other related companies or business whether they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces)? All documents fully signed. Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or none submission of the above, will be considered)?</p>
<p>Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent 3 years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit Proof that the bidder is not required by law to prepare Audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or</p>
f) Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture) • Where the bidder bid as a Joint Ventures (JV), the required or relevant documents as per (a) to l above must be provided for all JV parties. • In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.		<p>If applicable. JV agreement provided. JV agreement complete and relevant? Agreement signed by all parties. All required documents as per (i.e., a to e) must be provided for all partners of the JV.</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<ul style="list-style-type: none"> Note: It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from The City. 		
Bidder attended a compulsory briefing session where applicable		<p>A compulsory briefing register must be signed by the bidder.</p> <p>Bidders will be disqualified should they fail to attend compulsory briefing session</p>
Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

5.2 MANDATORY EVALUATION CRITERIA (Stage 2)

- The Rights Development Manager must hold at least an NQF 7 Level qualification in either the field of Legal Services, Commerce, Financial Management, Project Management, Marketing Management, Business Management or in the Built Environment (attach proof of qualification).
- Portfolio of evidence on company letterhead (with at least two contactable references) indicating the experience of the Rights Development Manager who must have at least 10 years' experience and indicating outdoor advertising projects/campaigns that have successfully been placed within public domain.
- Bidder shall provide the registration certificate with the Engineering Council of South Africa (ECSA) or similar body of a structural engineer
- Bidder shall submit the appointment certificate of the structural engineer in terms of SANS10400

- Bidder shall submit the curriculum vitae of the structural engineer (who must have a minimum of five years' experience in structural design)
- Bidder shall submit the signed designs (by the structural engineer) of signs presented in terms of SANS10400 and the National Building Regulations and Building Standards Act, 1977 (Act no. 103 of 1977).
- Bidders are requested to provide evidence of access to financial facility from institutions accredited by Financial Sector Conduct Authority (FSCA) or Reserve Bank, as proof of financial capacity. To clarify this requirement, any one of the following will be accepted as proof of financial facility:
 - Bank guarantee
 - Letter of credit
 - Overdraft facility
 - Letter of financial support
 - Any other form of funding from an accredited Financial Sector Conduct Authority (FSCA or Reserve Bank) confirming that the bidder has access to financial facility/funding to the amount of at least R 5000 000 and above.
- Bidder shall submit a shall submit an implementation plan to the City to complete the supply and installation of the minimum amount of digital screens within 18 months from the commencement date of this tender, provided that 60% of the minimum number of digital screens shall be installed within 12 months from the aforementioned commencement date along with a detailed operation plan for the affixing and removal of decals on the inside and outside of busses. The plan must comprise of details regarding the duration of affixing and removing decals, indication of how long a bus will be out of operation during such activities, the installation of a close-loop system on the inside of a bus and detailed sketches indicating elevations, sides, colours (pantone codes), materials and dimensions and an artist impression of the digital screens to be erected inside a bus terminus and the design(s) must depict the finishes, method of illumination, an estimate of the weight of the sign, and the manner in which the signs are to be installed.
- Bidders must provide an ICASA approved certification for the closed-loop system.

Failure to submit the above will result in the immediate disqualification.

5.3 PREFERENTIAL POINT SYSTEM (Stage 3)

The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 1) Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- 2) Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals.
- 3) Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Table:2

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)

Local participation	Economic	4 Points	Municipal agreement.	Account statement/Lease
• City of Tshwane		2 Points		
• Gauteng		1 Point		
• National				

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

6. PRICING SCHEDULE (FINANCIAL OFFER)

In line with regulation 51 of MSCM regulation, the compensation payable to the successful service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the City of Tshwane must stipulate—

- (a) a cap on the compensation payable to the service provider; and
(b) that such compensation must be performance based

PERCENTAGE OF GROSS MONTHLY INCOME PAYABLE TO THE MUNICIPALITY

.....% of gross monthly income. (offer indicated as a figure/number)

.....% of gross monthly income. (offer indicated in words)

MINIMUM GUARANTEED OFFER OVER THE PERIOD OF THE AGREEMENT

.....minimum guaranteed income. (offer indicated as a figure/number)

.....minimum guaranteed income. (offer indicated in words)

Offer indicated above shall correlate and should there be any discrepancy, the offer indicated in words shall apply. The minimum guaranteed offer in rand value over the period of the agreement which amount shall include VAT will be used for evaluation purposes.

7. AWARD

The tender will be awarded to one service provider.

8. VALIDITY

The validity period for the tender after closure is 90 days. The city shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

9. MARKET ANALYSIS

The City of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender..

10. AGREEMENT TO BE SIGNED BY BOTH PARTIES

The successful tenderer will be obligated to enter into a binding agreement with the City of Tshwane Municipality on the conditions expressly or by implication embodied in this tender, immediately upon notification to the tenderer of the acceptance of its tender by the Municipality. Such an agreement will come into effect on the date of signature by the authorised representative of the Municipality.

In the tender, unless otherwise provided or the context otherwise requires:-

- a. "Advertising" means the act of notifying, informing, making known or transferring of information in a visible manner on –and inside busses;

- b. "City of Tshwane By-law for the Control of Outdoor Advertising Bylaws, 2024" means the bylaws for the control of outdoor advertising of the City of Tshwane Municipality as amended from time to time;
- c. "Chief Financial Officer" means the Chief Financial Officer of the City of Tshwane Metropolitan Municipality or his delegatee;
- d. "commencement date" means the first day of the following the month after having been notified of acceptance by the tenderer's submission;
- e. "closed-loop system" means a system that runs agnostically from internet access without signal degradation in remote areas and without the need for passengers to have mobile data; it must run data-free for the end-user
- f. "Group Head: Economic Development and Spatial Planning" means the Group Head: Economic Development and Spatial Planning of the City of Tshwane Metropolitan Municipality or his delegatee;
- g. "Executive Director: Transport" means the Executive Director: Transport of the City of Tshwane Metropolitan Municipality or his delegatee;
- h. "Executive Director: Tshwane Bus Services" means the Executive Director: Tshwane Bus Services of the City of Tshwane Metropolitan Municipality or his delegatee;
- i. "bus advertising" means the installation, maintenance and management of internal and external commercial advertising campaigns and also the affixing of digital screens inside municipal busses;
- j. "Municipality" means the City of Tshwane Metropolitan Municipality;
- k. "parties" means the Municipality and the service provider;
- l. "Service provider" means the tenderer to whom the tender has been awarded;
- m. "Strategic Executive Director" means the Strategic Executive Director: Economic Development and Spatial Planning of the City of Tshwane Metropolitan Municipality;
- n. any reference to one gender includes the other gender;
- o. any reference to natural persons includes legal persons and vice versa; and
- p. any reference to the singular shall include the plural and vice versa;

Public liability and indemnity

The bidder shall at its own cost and to the satisfaction of the Chief Financial Officer take out and maintain for the duration of the tender and any extension thereof, a

public liability insurance policy in terms of which the Municipality and the bidder are fully covered for their respective rights, interests and liabilities.

The policy shall provide for coverage of at least R10 000 000 (ten million Rand) per event, with the number of events unlimited; Provided that the Chief Financial Officer reserves the right, in his sole discretion, to require such increased coverage under the said policy which he may deem necessary. Written proof that the full premium has been paid shall be submitted to the Chief Financial Officer for approval within 14 (fourteen) days of the commencement date of the tender, provided that the Chief Financial Officer shall further be provided with written proof of each annual renewal of the said policy until expiry of the tender or of such extended term as may be agreed upon between the parties.

The bidder indemnifies the Municipality against any claims of whatever nature, as well as legal costs (inclusive of costs on the attorney/client scale) or which may directly result from any actions or omissions by the bidder resulting from the tender.

Financial obligations

The successful bidder shall pay the municipality a monthly amount equal to (a percentage of income indicted on the financial offer schedule attached hereto) of gross income per month, inclusive of VAT payable to the company by advertisers.

The amount(s) payable to the municipality in terms of this agreement shall be payable from commencement date in arrears on or before the 7th day of each month.

In addition to the percentage offer per month, the successful bidder shall ensure that the minimum guaranteed amount shall be payable to the municipality over the period of the agreement. This minimum guaranteed amount shall be considered as part of the evaluation of the financial offer. Should there be a shortfall between the minimum guaranteed amount at the culmination of the agreement and the percentage paid over the period of the agreement, the bidder shall pay the difference to the Municipality. This difference (top-up) shall be paid with the last monthly payment of the agreement.

The successful bidder shall together with all requisite documentation contained herein submit a 10% surety of the minimum guaranteed amount which shall be warranted by a registered financial institution. This surety document shall be submitted within 30 days after the bidder has been notified of appointment.

Cession of rights

The bidder shall not be entitled to cede its rights or any part thereof under the tender or to assign its title or interest or delegate its obligations in terms of the tender without the prior written consent of the Strategic Executive Director: Economic Development and Spatial Planning, which consent shall not be unreasonably withheld. This clause will not prevent the bidder from entering into

a normal advertising contract with third parties in respect of the advertisement displays on and inside busses.

The bidder shall not be entitled to transfer any of its shares or members interest to any third party that would effectively pass control to such third party without the prior written consent of the Strategic Executive Director: Economic Development and Spatial Planning, which consent shall not be unreasonably withheld.

Such cession of rights or change of ownership shall be subject to the same conditions as those in terms of which the tender was awarded and comprising the tender signed by the service provider.

Breach

Should the bidder at any time during the duration of the tender

- fail to commence delivery of the required goods and/or services on the delivery date specified in the tender;
- fail to deliver any or all of the goods and/or services within the period specified in the tender;
- fail to pay the amounts due in terms of the tender on due date and remain in default for 7 (seven) days after the receipt of a written notice from the Municipality requiring the payments to be made;
- commit any other breach of the conditions of the tender and fail to rectify the breach within 14 (fourteen) days of the receipt of written notice requiring it to remedy the breach or
- in the judgement of the Municipality, engage in corrupt or fraudulent practices in executing the tender
- then, notwithstanding any other provisions of the tender, the Municipality shall have the right forthwith to cancel the tender and to terminate the service provider's rights thereunder, without prejudice to any claim that the Municipality may have against the bidder for payment of any charges or fees outstanding and/or any damage which it may sustain by reason of termination of the tender.

Should the Municipality cancel the tender at any time in terms of the abovementioned Clause, all digital screens already supplied and installed will become the property of the Municipality without payment of any compensation to the service provider.

Should the Municipality cancel the tender in whole or in part the Municipality may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those undelivered, and the bidder shall be liable to the Municipality for any loss of income due to the procurement of such similar goods and services. However, the bidder shall continue performance of the tender to the extent not terminated.

Notwithstanding the aforementioned provisions, the Municipality shall be entitled to terminate this tender in the event of the bidder being placed in liquidation, whether provisionally or finally or being placed under judicial management.

Neither party shall be liable for any failure to fulfill its obligations under this tender if such failure is caused by circumstances beyond its reasonable control (*force majeure*), including the right to display advertising material on or inside municipal busses being refused, prohibited, restricted or curtailed by any legislation, bylaw, order or decision of any statutory, planning or other authority.

If neither party is able to perform its obligations under this tender as a direct result of *force majeure*, the tender shall be temporarily suspended for an agreed period of time or until the conditions constituting the *force majeure* have cleared up sufficiently for normal operations to resume.

Either party shall have the right to terminate this tender by giving 3 (three) month's written notice to the other, should the condition constituting the *force majeure* not be resolved.

Compliance with legislation

The service provider shall conduct its duties under the direction of the City's Outdoor Advertising Management Section and Transport and Roads Department and comply with the conditions and guidelines of the by-laws and policies of the Municipality with regard to the control of outdoor advertising in the City of Tshwane Metropolitan Municipality (as amended from time to time), as well as any other applicable national, provincial and municipal legislation or similar regulatory provisions law as amended from time to time. In this regard, the Service Provider's particular attention is drawn to the requirements of the Occupational Health and Safety Act (OHSA) and its regulations, Compensation for Occupational Injuries and Diseases Act (COIDA) and Unemployment Insurance Fund (UIF) requirements, Financial Intelligence Centre Act (FICA) and any other law applicable law.

Should any condition or term of the tender be contrary to any existing by-law of the Municipality, the provisions of such by-law shall prevail.

Notices and Domicilia

The parties hereby respectively choose their *domicilia citandi et executandi* for all purposes arising from and out of this Tender as the addresses set opposite their names:

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

.....
Fax:
And a copy of any notice to:
PO Box
.....
.....
.....

The City of Tshwane Metropolitan Municipality (the Municipality)

2nd Floor, Middestad Building
252 Thabo Sehume Street
PRETORIA
0001

Fax: (012) 358 8026

And a copy of any notice to

P.O. Box 3242

PRETORIA

0001

Either party shall be entitled at any time to change its *domicilium citandi et executandi* to any other physical address within the Republic of South Africa, provided that such change shall take effect upon delivery or deemed delivery of notice thereof to the other party.

Any notice given by either party to the other shall be deemed to be received by the addressee:

on the date on which the same was delivered to the addressee's *domicilium citandi et executandi*, if delivered by hand; or

on the date on which the same was received by facsimile transmission at the addressee's domicile; or 5(five) days after posting if sent by prepaid registered mail. Notwithstanding the above, any notice actually received by the party to whom it is addressed shall be adequate notice to that party.

Miscellaneous

Terms and conditions

This document contains all the terms and conditions agreed to by the parties relating to the subject matter of the tender and the parties waive the right to rely on any express provision not contained in this document.

No Representation

Neither party may rely on any representation which may have induced that party to enter into this tender, unless the representation is recorded in this tender.

Variation, Cancellation and Waiver

No tender varying or canceling this tender, and no waiver of any right under this tender shall be effective unless reduced to writing and signed by or on behalf of both the parties.

Notwithstanding any deferment or other indulgence given by one party, same shall not novate, cancel or otherwise adversely affect the rights of the other party which may otherwise so be affected and in any event same shall be of no consequence unless committed to writing and signed by both parties.

Jurisdiction

The parties hereto hereby consent and submit to the jurisdiction of the Magistrate's Court in any dispute arising from or in connection with this tender.

Vis Major

Notwithstanding anything to the contrary contained in this tender, should compliance with any material term or condition hereof become impossible, whether by vis major, casus fortuitous or any other factor beyond the control of the Municipality, this tender shall automatically be terminated without any further rights, obligations or claims between the parties, excluding any existing claims the parties may have against each other and the Municipality's right to any arrear rental and other monies payable by the bidder for any period up to such termination.

Stamp Duties

The bidder will be responsible for any stamp duties which might be applicable to this tender and will further see to it that such stamps are cancelled by the Receiver of Revenue.

Dispute Resolution

The parties agree to any competent Court adjudicating upon any dispute arising out of this tender, unless otherwise agreed to in writing at the time between the parties in an Arbitration Tender.

Arbitration

Save and except for those provisions which provide their own remedies, a dispute which may arise in respect of:

- the interpretation of; or
- the carrying into effect of; or
- any of the parties' rights and obligations arising from; or

- the termination or purported termination of, or arising from the termination of or the rectification or proposed rectification of this tender, or out of or pursuant to this tender, or on any matter which in terms of this tender requires tender by the parties (other than where an interdict is sought or where urgent relief may be obtained from a court with competent jurisdiction), shall be submitted to and decided by arbitration.

That arbitration shall be held with only the parties and their representatives, including legal representatives present and at Pretoria.

It is the intention of the parties, that, where possible, such arbitration shall be held and concluded within 21 (twenty one) working days after it has been demanded. The parties shall use their best endeavors to procure the expeditious completion of the arbitration.

Save as expressly provided for in this tender to the contrary, the arbitration shall be subject to the arbitration legislation for the time being enforced in the Republic.

The arbitrator shall be, if the matter in dispute is primarily a legal matter, a senior counsel or a practicing attorney of not less than 10 (ten) years standing an accounting matter, a practicing chartered accountant of not less than 10 (ten) years standing any other matter, a suitably independent person or persons, agreed upon by the parties.

If the parties fail to agree on an arbitrator within 7 (seven) days after the arbitration has been demanded, the arbitrator shall be nominated, at the request of either of the parties by the presiding President of the Incorporated Law Society of the Transvaal, or its successor body governing the attorneys' profession in Gauteng, giving fair consideration to the nature of the dispute.

If there is any other clause in this tender providing for a different method of determination of a particular dispute, that clause shall prevail over this clause.

The parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein.

The provisions of this clause are severable from the rest of this tender and shall remain in effect even if this tender is terminated for any reason.

The parties irrevocably agree that the decision in those arbitration proceedings:

- shall be binding on all the parties
- shall be carried into effect.

PENALTIES TO BE APPLIED FOR NON-COMPLIANCE

The following penalties shall apply in case of non-compliance with regard to the Implementation and Operation of advertising in -and outside municipal busses:

Implementation and operation	Penalty
19 th month – 24 months from commencement date	1% of minimum guaranteed amount
25 th month – end of 29 th month from commencement date	1.5% of minimum guaranteed amount
30 months from commencement date	Termination of agreement

Together with the penalty amounts indicated above, the bidder shall continue to pay the percentage of gross monthly income to the Municipality.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	ED 05 2024/25	CLOSING DATE:	12 June 2025	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE MARKETING, SELLING AND INSTALLATION OF ADVERTISING SPACE ON AND INSIDE A RE YENG BUSES -AND RELATED BUS TERMINUS AT THE COST OF THE TENDERER FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE
DEPOSITED IN THE BID BOX SITUATED AT
(STREET ADDRESS)

Tshwane House				
Supply Chain Management				
320 Madiba Street				
Pretoria CBD				
0002				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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 PRICE	BID	R
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		DEPARTMENT	Economic Development and Spatial Planning (Outdoor Advertising)	
CONTACT PERSON	Maureen Radingoana		CONTACT PERSON	Clyde Petersen	
TELEPHONE NUMBER	012 358 6153		TELEPHONE NUMBER	012 358 8035	
EMAIL ADDRESS	Maureenr@tshwane.gov.za		EMAIL ADDRESS	Clydep@tshwane.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number
Closing Time	Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
.....
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 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? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

¹ 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.

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

3.9 Have you been in the service of the state for the past twelve months? **YES/NO**

3.9.1 If yes, furnish particulars.

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

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. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bid

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to

mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.1.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- 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
 - 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,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> Level 1 Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Non-compliant 	<ul style="list-style-type: none"> 8 Points 7 Points 6 Points 5 Points 4 Points 3 Points 2 Points 1 Point 0 Points 	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation <ul style="list-style-type: none"> City of Tshwane Gauteng National 	4 Points 2 Points 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi*

- alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

CONTRACT FORM: RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **ED 05 2024/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1
2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

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:		
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"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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: **ED 05 2024/25**

TENDER FOR THE MARKETING, SELLING AND INSTALLATION OF ADVERTISING SPACE ON AND INSIDE A RE YENG BUSES -AND RELATED BUS TERMINUS AT THE COST OF THE TENDERER FOR A PERIOD OF 5 YEARS ON AS AND WHEN REQUIRED BASIS.

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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 I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ 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

