



**WALTER SISULU**  
LOCAL MUNICIPALITY

*Botho Humanity Ubuntu*

## **WALTER SISULU LOCAL MUNICIPALITY**

**Appointment of a service providers for placements of adverts, interviews and live broadcast of municipal programmes on National, Provincial and Community Radio Stations**

<b>BID NO.</b>	64/2025/2026
<b>PUBLISH DATE:</b>	29/01/2026
<b>VALIDITY PERIOD:</b>	90 days from the closing date
<b>BRIEFING DATE:</b>	N/A
<b>CLOSING DATE:</b>	02/03/2026
<b>CLOSING TIME:</b>	12:00 pm
<b>BID RESPONSES MUST BE HAND DELIVERED/ COURIERED TO ADDRESS:</b>	<p><b>WALTER SISULU LOCAL MUNICIPALITY</b></p> <p>Appointment of a service provider for placements of Adverts, Interviews and Live Broadcast of Municipal Programmes on National, Provincial and Community Radio Stations</p> <p>No.1 Jan Greyling Street</p> <p>Burgersdorp</p> <p>9744</p> <p>Contact Person: Mr. Ntembeko Mshicileli</p> <p>Tel: 051 653 1777</p>
<p><b>NB: Bidders must ensure that they sign the register at the reception when delivering their bids</b></p>	
<b>BIDDER NAME:</b>	
<b>CSD NUMBER:</b>	
<b>SARS PIN:</b>	



## BID NOTICE FOR TENDERS

YOU ARE HEREBY INVITED TO BID FOR GOODS AND SERVICES REQUIRED BY THE WALTER SISULU MUNICIPALITY AS OUTLINED BELOW:

Project Name	Bid Number	Closing Date	Enquiries
Placements of Adverts, Interviews and Live Broadcast of Municipal Programmes on National, Provincial and Community Radio Stations	Bid-Number: 64/2025/2026	Date 02/03/2026 TIME: 12H00pm	Technical Enquiries may be directed to Mr SK Fetile at 051 653 1777 or <a href="mailto:samkelo.fetile@wslm.gov.za">samkelo.fetile@wslm.gov.za</a>  SCM Enquiries may be directed to Mr N Mshicileli at 051 653 1777 or <a href="mailto:ntembeko.mshicileli@wslm.gov.za">ntembeko.mshicileli@wslm.gov.za</a>
Upgrade and Maintenance of municipal website for a period of 36 months	Bid-Number: 65/2025/2026	Date 02/03/2026 TIME: 12H00pm	Technical Enquiries may be directed to Mr SK Fetile at 051 653 1777 or <a href="mailto:samkelo.fetile@wslm.gov.za">samkelo.fetile@wslm.gov.za</a>  SCM Enquiries may be directed to Mr N Mshicileli at 051 653 1777 or <a href="mailto:ntembeko.mshicileli@wslm.gov.za">ntembeko.mshicileli@wslm.gov.za</a>

### Bidders must take note of the following bid conditions:

Walter Sisulu Local Municipality is inviting suitable, qualified and experienced service providers for the establishment and rehabilitation of the above mentioned. Contract will be based on the National Treasury General Condition of Contracts. The bids will be evaluated on the basis of the Preferential Procurement Policy Framework Act (Act No. 5, 2000), and the revised regulations pertaining thereto 2022 **Price and Specific Goals: Price 80, Specific Goals 20**

Detailed specifications are contained in the tender documents that are available at No 1 Jan Greyling Street, Walter Sisulu Municipality Office's Supply Chain Management Unit upon payment of a non-refundable fee of R890.00 for each document (direct bank deposit to FNB, 62476326965) from Thursday, 28<sup>th</sup> of January 2026, or can be e-mailed at a request to [ntembeko.mshicileli@wslm.gov.za](mailto:ntembeko.mshicileli@wslm.gov.za) after the payment has been received for bidders who are unable to collect the document, please be advised to use notice number as a reference on the proof of payment, alternatively download the tender document from e-tender portal.

### Failure to submit or complete supplementary information will result in the tender being non-responsive.

All bidders must submit latest Municipal Rate charges and taxes Statement of the Company or All its Directors from their respective Municipalities and must not be older than three months showing that they do not owe their respective Municipality, the stated document must not be older than 90 days in arrears or attach a valid signed lease agreement, signed by both Lessor and Lessee. If exempted bidders residing on areas not subjected to Municipal rates they are to submit a confirmation from the Municipality's Finance Department confirming that such a bidder is not liable for municipal rates

Failure to complete ALL MBD forms as stipulated in the Tender Document will result in a tender being deemed non-responsive

**NB: No quotations will be considered from persons in the service of the state.**

**Failure to comply with the above conditions will invalidate your offer.**

The Council reserves the right to disqualify any service provider whose members and or

shareholders owe the municipal rates, taxes and Municipal Charges.

The Walter Sisulu Local Municipality does not bind itself to accept the lowest or any bid

All alterations in prices/quotes must be signed for and failure to sign will result in tender being deemed non-responsive.

Use of tip-ex is prohibited and the bidder will be deemed non-responsive

### **Evaluation Criteria**

Evaluation on functionality for Bid Numbers: 64/2025/2026 and Bid Number:65/2025/2026

Bidders will have to score minimum points of 70 out of 100 points for further evaluation on price and WSLM Specific Goals

### **Points For Specific Goals As Listed Below**

51% Race (Black Owned Entity): 6 (30%), 51% Youth (18-35): 2 (10%), 51% Gender (Women): 4 (20%), 51% Disability: 2 (10%), 51% Locality (within WSLM): 4 (20%), 51% black military veterans: 2 (10%) and non-compliant contributor: 0 (0%)

The specifications, detailed functionality including mandatory documents (eligibility criteria) and bid conditions are attached in the tender documents.

Completed bid documents and supporting documentation are to be placed in a sealed envelope endorsed with **RELEVANT PROJECT NAME AND BID NUMBER** must be delivered to **Walter Sisulu Local Municipality, at No. 1 Jan Greyling Street, Burgersdorp, reception area, and placed in the Tender Box not later than 12H00 Noon on Monday, 02 March 2026**

at which time the tenders will be opened in public.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender data and tender documents.

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**Mr K Gashi**  
**Municipal Manager**  
**P O Box 13**  
**Burgersdorp**  
**9744**

**PART A**  
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WSLM**

BID NUMBER:	64/2025/2026	CLOSING DATE:	02/03/2026	CLOSING TIME:	12:00
DESCRIPTION	<b>RFP: Placements of Adverts, Interviews and Live Broadcast of Municipal Programmes on National, Provincial and Community Radio Stations</b>				

**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

NO 1 JAN GREYLING STREET

BURGERSDORP

9744

**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:
VERIFICATION CERTIFICATES BLACK OWNED, YOUTH, WOMEN, DISABLED, LOCALITY, MILITARY VETERANS [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL OR 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 ENCLOSURE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes [IF YES, ANSWER PART B.3]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL PRICE	BID R
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SIGNATURE OF BIDDER	.....	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED			
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM DEPARTMENT	CONTACT PERSON	SK Fetile
CONTACT PERSON	MR N MSHICILELI	PHONE NUMBER	051 653 1777
TELEPHONE NUMBER	051 653 1777	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	051 653 0056	E-MAIL ADDRESS	<a href="mailto:samkelo.fetile@wslm.gov.za">samkelo.fetile@wslm.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:ntembeko.mshicileli@wslm.gov.za">ntembeko.mshicileli@wslm.gov.za</a>		

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### **1. BID SUBMISSION:**

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

#### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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: .....

BIDDER'S OFFICIAL STAMP: .....

DATE: .....

## **SECTION 1**

### **INDICATIVE SCOPE OF WORKS/TERMS OF REFERENCE**

## 1. PROJECT BRIEF

1.1. Walter Sisulu Local Municipality (WSLM) seeks to appoint a suitably qualified and experienced service provider to assist with the dissemination of municipal information through multiple communication platforms, including **community and national/provincial radio, local newspapers, and digital livestreaming services**.

1.2. The appointment aims to support the Municipality's communications strategy by ensuring that residents are consistently informed about municipal programmes, service delivery updates, campaigns, and notices. The service provider will be expected to supply airtime, secure print media placements, and deliver professional livestreaming services for key events and public engagements.

1.3. The successful service provider will work in close collaboration with WSLM's Communications Unit and must be capable of delivering services in **at least two** of the municipality's official languages: **English, isiXhosa, Sesotho, and Afrikaans**.

## 2. BACKGROUND

2.1. As a local government institution, Walter Sisulu Local Municipality has a constitutional mandate to ensure transparent and effective communication with its communities. Given the municipality's geographic spread and rural nature, it is vital to use a combination of traditional and digital media platforms to reach residents in all towns and wards.

2.2. WSLM covers the areas of Maletsuwa, Burgersdorp, Venterstad, Steynsburg, and Jame Calata. These communities depend heavily on radio and local newspapers for news and municipal updates, while the younger and urban-based population increasingly consumes content via social media.

2.3. To strengthen its public engagement efforts and enhance citizen access to information, the Municipality requires a dedicated service provider who can offer comprehensive media solutions. This includes the procurement of radio airtime, placement of notices in newspapers, and management of livestreaming on social media platforms.

2.4. The intended outcome is to build a well-informed community that actively participates in governance, service delivery processes, and developmental initiatives.

## 3. SCOPE OF WORKS

### **Employer's Objectives**

Walter Sisulu Local Municipality requires the appointed service provider to provide the following services:

### 3.1 Community Radio Stations

- Procure and manage airtime on at least **two (2)** local community radio stations with proven reach across the municipality.
- Use the airtime for:
  - Live broadcasts (e.g. IDP sessions, mayoral events, etc)
  - Live interviews with officials and councillors
  - Live-read adverts and public announcements
  - Pre-recorded promotional content
- Content must be broadcast in at least **two (2)** of the municipality's official languages: **English, isiXhosa, Sesotho, Afrikaans.**

### 3.2 National and Provincial Radio Stations

- Procure airtime on **at least one (1)** national or provincial radio station with signal coverage in WSLM's jurisdiction.
- Deliver content in the same formats and languages as described under community radio.

### 3.3 Local Newspapers

- Secure placements of WSLM notices, tenders, job advertisements, public updates, and editorial articles in widely circulated local newspapers.
- Ensure content is well-designed, professionally formatted, and translated appropriately based on the target audience.

### 3.4 Livestreaming Services

- Provide **professional livestreaming** of key municipal events such as:
  - Council meetings
  - Mayoral engagements
  - Public consultations
  - Special campaigns or celebrations
- Manage livestreams across the Municipality's social media platforms (Facebook).
- Provide all necessary audiovisual equipment and technical crew.
- Submit livestream recordings and performance analytics.

## 4. SPECIFICATION AND REQUIREMENTS

### 4.1 Proven Track Record

Bidders must provide:

- At least **three (3)** letters of reference for similar work in the public sector.
- References must confirm:

- Quality of service
- Timely delivery
- Professional conduct
- Client satisfaction

#### **4.2 Radio Broadcasting Capability**

- MOUs/confirmation letters from **at least two (2) community radio stations**.
- Proof of access to **one (1) national/provincial station**.
- Ability to broadcast in at least 2 official languages.

#### **4.3 Print Media Access**

- Letters of intent or agreements with newspaper publishers.
- Proof of distribution reach.

#### **4.4 Livestreaming & Digital Media Capability**

- Access to professional audio-visual equipment.
- At least **one (1)** staff member with formal media / digital broadcasting qualification (minimum NQF Level 6).
- Provide **two sample links** of previously livestreamed work.

#### **4.5 Team Capacity**

Provide:

- Team structure / organogram
- CVs for all key personnel
- Proof of media-related experience (minimum 2 years)
- Relevant industry registration where applicable

#### **4.6 Personnel Substitution**

- Any change of personnel must be reported in writing within 30 days.
- Replacement must have equal or better qualifications and experience.

## 4.7 Language Ability

- Service provider must demonstrate the ability to produce content in at least two (2) official languages of the municipality.

## 5. SELECTION EVALUATION CRITERIA

The selection process will follow a two-stage evaluation method:

- Bids will be evaluated on the following criteria and bids that score less than **70 out of 100 points** will be considered as not responsive:
- Bidders must score the minimum points stipulated for each functionality category to be considered for the next stage of evaluation.
- Only those bidders that pass the minimum threshold of 70 points will be allowed to proceed to the next stage of the evaluation.

### Stage 1: Functionality Evaluation

Bids will be evaluated on functionality based on the criteria below. Only bidders who achieve a minimum score of 70 out of 100 points will proceed to the next stage of evaluation (Price and Preferential Points).

Failure to meet the minimum threshold will render the bid non-responsive.

#### Evaluation Criteria

	POINTS
<b>Four (4) appointment letters + four (4) corresponding reference letters</b> <ul style="list-style-type: none"><li>• One (1) letter of appointment + matching reference letter = 5 points</li></ul>	<b>20 Points</b>
<b>Technical Capability: Team Qualifications &amp; Experience</b>  Submit CVs and certified qualifications of key personnel. Must demonstrate capacity for integrated media services including radio procurement, print placements, and livestreaming. <ul style="list-style-type: none"><li>• Project Manager – Communications / Media / PR Degree = 5</li><li>• Digital Media / Broadcasting Specialist (NQF Level 6+) = 5</li><li>• Sound / Broadcasting Technician Certification = 5</li><li>• Graphic Designer / Content Producer Qualification = 5</li></ul>	<b>20 Points</b>
<b>Radio &amp; Print Media Access (Mandatory Evidence)</b>  Registered / contracted with media platforms relevant to WSLM Bidders must provide: <ul style="list-style-type: none"><li>- MOUs / confirmation letters from two (2) community radio stations</li><li>- Access confirmation for one (1) national/provincial station</li><li>- Proof of agreements / letters of intent from local newspapers</li></ul> <ul style="list-style-type: none"><li>• Confirmed access to 2 community radio stations = <b>10 points</b></li><li>• Confirmed access to 1 national/provincial radio station = <b>10 points</b></li><li>• Confirmed access to local newspaper publishers = <b>10 points</b></li></ul>	<b>30 Points</b>

<b>Reference Letters: Quality, Timeliness &amp; Professionalism</b>	<b>15 Points</b>
Reference letters must confirm:	
<ul style="list-style-type: none"> <li>• Timely delivery = 5 points</li> <li>• Professional service = 5 points</li> <li>• Client satisfaction = 5 points</li> </ul>	
<b>Project Proposal</b>	<b>15 Points</b>
<ul style="list-style-type: none"> <li>• Project Plan &amp; Project Scope = 5 points</li> <li>• Organogram of the project team = 5 points</li> <li>• Project Scope, Timeline, Budget &amp; Risk Assessment = 5 points</li> </ul>	
<b>TOTAL</b>	<b>100 Points</b>

## Stage 2: Price and Preferential Points Evaluation

Bidders who meet the minimum functionality score will be evaluated on **Price and BBBEE status** using the **80/20 preference points system** in accordance with the Preferential Procurement Policy Framework Act.

<b>Component</b>	<b>Points</b>
Price	80
Walter Sisulu Local Municipality Specific Goals	20
<b>Total</b>	<b>100</b>

### Formula for Price Scoring (Ps):

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

- **Ps** = Points scored for price of the bid/proposal under consideration
- **Pt** = Price of the bid under consideration
- **Pmin** = Price of the lowest acceptable bid

➤ The final score will be obtained by adding points obtained for price to the preference points.

NB: Point score will be rounded to the nearest two (2) decimals

## **Second Stage Evaluation – Price**

A total of 80 points will be awarded to the bid with the lowest price. The other bids will be awarded points based on the ratio of the price under consideration to the lowest price.

### Price

The 70/30 preference points system

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = points scored for price of the bid/proposal under consideration

Pt = Price of the bid under consideration

Pmin = Price of the lowest priced acceptable bidder

- The final score will be obtained by adding points obtained for price to the preference points.

NB: Point score will be rounded to the nearest two (2) decimals

## **SECTION 2**

### **GENERAL CONDITIONS OF BID AND GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF BID

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### 1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "WSLM" in these conditions shall mean the Walter Sisulu Local Municipality.

### 2. EXTENT OF BID

This contract is for – **RFP:**

**RFP: Placements of Adverts, Interviews and Live Broadcast of Municipal Programmes on National, Provincial and Community Radio Stations**

### 3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by WSLM will constitute a contract binding on both parties, and WSLM may require sureties to its satisfaction from the contractor, for the due fulfillment of this contract.

### 4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. **The lowest or any Bid will not necessarily be accepted.**

The WSLM wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### 5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with WSLM prior to the submission of a Bid.

### 6. INSURANCE CLAIMS, ETC.

WSLM shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify WSLM against all risks or claims which may arise.

It will be required from the successful Bidder to submit proof of insurance or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

## **7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

## **8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 90 days from the closing date as stipulated in the Bid document.

### **8.1 PENALTY PROVISION**

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise WSLM of his / her / their inability to fulfill the contract; or
- [c] Fail or refuse to fulfill the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the agency:

- [a] All expenses incurred by the agency to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favourable (for the agency) Bid price (inclusive of escalation) accepted as an alternative by the agency from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

## **9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price, but must be shown separately (this applies only to VAT vendors).

## **10. PRICE ESCALATION**

No claim in respect of any price escalation will be considered by the agency unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, which ever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the agency at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

**12. DURATION OF THE BID**

Three Years

**13. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the agency the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**14. CLOSING DATE / SUBMITTING OF BIDS**

Completed bid documents must be placed in a sealed envelope clearly marked:

**RFP: RFP: Placements of Adverts, Interviews and Live Broadcast of Municipal Programmes on  
National, Provincial and Community Radio Stations**

**This bid document must be deposited in the Tender Box of Walter Sisulu Local Municipality, situated at No 1 Jan Greyling Street, Burgersdorp not later than Monday, 02/03/2026 at 12:00 pm**

**N.B. Bids which are not deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed bids will not be considered.**

# **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

## **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an 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 "Delivery ex stock" means immediate delivery directly from stock actually, on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier

bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subservice providers) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services 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.
- 1.25 "Written" or "in writing" means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85,

**4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of  
Contract  
documents  
and  
information;  
inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance  
Security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another 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 in SCC.

## **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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Service Provider shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there is 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies 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 supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

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

## **12. Transportation**

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

## **13. Incidental**

### **Services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not

exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts** 14.1 As specified in SCC, 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 in SCC.

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 in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

**16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

## **18. Contract**

**Amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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

**20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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 subservice provider(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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

**22. Penalties**

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

The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination**

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

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

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

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force**

**Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing**

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

## **30. Applicable**

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

**31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and**

**Duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order.

Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.

This certificate must be an original issued by the South African Revenue Services.

**33. National  
Industrial  
Participation  
(NIP)**

**Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition  
of Restrictive**

**practices** 34.1 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 (or bid rigging).

34.2 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 the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. Js General Conditions of Contract (revised July 2010)

## **SECTION 3**

### **LIST OF ANNEXURE (S)**

Fill in all forms included as annexure(s)

## ANNEXURE A

### PRICING SCHEDULE

#### Electronic Media (Radio)

Radio	30" Promo (6am – 9am)	30" Promo (15h00 – 18h00)	15 min Live Interview (6am – 9am)	15 min Live Interview (15h00 – 18h00)
Local Community Radio Station	R	R	R	R
Provincial Radio Station	R	R	R	R
National Radio Station	R	R	R	R

#### Radio Stations (Outside Broadcast)

Radio	2 hrs Live Outside Broadcast	2 hrs Live Outside Broadcast
Local Community Radio Station	R	R
National Radio Station	R	R

#### Digital Marketing Services

Service	Rate
Live streaming (per hour)	R
Live streaming aired simultaneously on live radio (per hour)	R

#### MBD 3: PRICING DECLARATION

(To be completed by the bidder)

#### 3.1 Total Bid Price (Including VAT)

R \_\_\_\_\_

#### 3.2 Total Bid Price (Excluding VAT)

R \_\_\_\_\_

#### 3.3 VAT Amount

R \_\_\_\_\_

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## **DECLARATION OF INTEREST (MBD 4)**

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Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

## 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 bidder or his or her representative:.....

3.2 Identity Number: .....

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: .....

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. ....

.....

<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) an executive 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 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 Bidder**

## **ANNEXURE B**

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### **PREFERENCE POINT CLAIM FORMS (MBD 6.1)**

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Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Race, Youth, Gender, Disability, Locality and Black Military Veterans

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF WSLM 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 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

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
WSLM SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

### Specific Provisions Contained In The Revised Preferential Procurement Regulations 2022

1.5 Failure on the part of a bidder to submit proof of Race, Youth, Gender, Disability, black military veteran and Locality contributor together with the bid, will be interpreted to mean that preference points for wslm specifc goals of contribution are not claimed.

1.6 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

The following definitions are modified to the list of definitions:

- (a) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (b) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tender;
- (c) **“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
- (d) **“specific goals”** means specific goals as contemplated in section2(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.
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

- (g) “**prices**” means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts;
- (h) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (i) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_S = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_S = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR WSLM SPECIFIC GOALS

4.1

In terms of Walter Sisulu Local Municipality Policy and the Specific Provisions Contained In The Revised Preferential Procurement Regulations 2022, preference points must be awarded to a bidder for attaining the specific goals of contribution in accordance with the table below:

Specific Goal	Number of points (80/20 system)
51% Race(Black Owned Entity)	6
51% Youth (18-35)	2
51% Gender (Women)	4
51% Disability	2
51% Locality (within WSLM)	4
51% black military veterans	2
Non-compliant contributor	0

## 5. BID DECLARATION

5.1

Bidders who claim points in respect of specific goals level of contribution must submit proof of the claim for such goal.

## 6. SUB-CONTRACTING

61

Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES  NO

### 6.1.1

If yes, indicate:

i) What percentage of the contract will be subcontracted.....%  
ii) The name of the sub-contractor.....  
iii) Whether the sub-contractor is an EME or QSE

whether the sub-cont  
**(Tick applicable box)**

*(Tick applicable box)*

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	30%	30%
Black people who are youth	10%	10%
Black people who are women	20%	20%
Black people with disabilities	10%	10%
Black people living within Walter Sisulu Municipality	20%	20%
Black Military Veterens	10%	10%
<b>OR</b>		
Any EME		
Any QSE		

#### 7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium  
 One person business/sole propriety  
 Close corporation  
 Company  
 (Pty) Limited  
[*TICK APPLICABLE BOX*]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

7.6 COMPANY CLASSIFICATION

Manufacturer  
 Supplier  
 Professional service provider  
 Other service providers, e.g. transporter, etc.  
[*TICK APPLICABLE BOX*]

7.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

7.8 Total number of years the company/firm has been in business:.....

7.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the WSLMN specific goals level of contributor indicated in paragraph 4.1 qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the WSLM Specific Goals level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)

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

## **ANNEXURE C**

---

### **CONTRACT FORM- RENDERING SERVICES (MBD 7.2)**

---

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

## 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..... 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 2011;
    - 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 authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRMM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING  
OF SERVICES PART2 (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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

A large rectangular box intended for an official stamp or seal.

WITNESSES

1 .....

2

.....

.....

## **ANNEXURE D**

---

### **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

---

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons 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 partem</i> rule was applied).</b>	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 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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <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 outside of 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	Was any contract between the bidder and any 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"/>
4.4.1	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 A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **ANNEXURE E**

---

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

---

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

---

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

---

- 1 This Municipal Bidding Document (MBD) 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

<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:

---

(BID Ref. Number and Description)

in response to the invitation for the bid made by:

---

(Name of Client Institution)

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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **ANNEXURE F**

---

### **COMPANY REGISTRATION & ID DOCUMENTS**

---

[List of all shareholders/directors of the company or the consortium/joint venture with the original certified colour copies of shareholders' / directors' ID must be attached to this schedule.]

Attached hereto is the List of all shareholders/directors of the company or the consortium/joint venture with the original certified colour copy of shareholders' / directors' IDs (in cases of sole proprietor, partnerships and close corporation). Failure to submit the foresaid documentation will lead to disqualification

**Company Registration & ID documents**

## ANNEXURE G

---

### **B-BBEE CERTIFICATE or SWORN AFFIDAVIT (CERTIFIED)**

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- a. Certified copies of B-BBEEE Certificate issued by SANAS Accredited Verification Agency Or
- b. Sworn Affidavit in cases of EMEs and only those QSEs which are at least 51% Black-owned as prescribed in terms of B-BBEE Codes of Good Practice and in a format provided by the Department of Trade & Industry.
- c. ***NB: Certificates issued by IRBA and Accounting Officers, have been discontinued.***

## **ANNEXURE H**

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### **COMPANY PROFILE & COMPANY REFERENCE EXPERIENCE**

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The Company profile and company experience must be attached to this Schedule

(a) Letters of Appointment, (b) relevant Completion Certificates and (c) Reference letters (Stamped by client)

## COMPANY'S EXPERIENCE

The Bidder shall provide details of his relevant experience on similar scale projects above implemented in the past years. In support tenderers are to complete the "Project Experience" schedule below and attach thereto copies of (a) Letters of Appointment, (b) Completion Certificates and (c) Reference letters (Stamped by client). The Company Profile must be attached to this schedule & the company's experience must be indicated on the table which is provided below:

Criteria	Contract description	Value of Contract	Contract Period	References	
				Client	Contact person and Number
<i>(Bidder to issue project completion certificate or letter of confirmation of services contract completion from client/ employer)</i>	1.				
	2.				
	3.				
	4.				

.....  
Signature of the Bidder

.....  
Date

## **ANNEXURE I**

---

### **COMPANY RESOURCE CV'S & SUPPORTING DOCUMENTS**

---

CV's, copies of qualifications and professional registration of the assigned personnel to be attached here

## **HUMAN RESOURCES EXPERTISE - KEY PERSONNEL ASSIGNED TO THE WORK**

- Human resources' CV's and supporting documents (i.e., certified copies of qualifications / professional registration documents) must be attached to this schedule. The Bidder shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.
- The table of resources expertise must also be completed. Please make copy if need to add more.

**Note: Above is the team that will be allocated to work as resource allocated for this project**

.....  
**Signature of Bidder**

.....  
**Date**

## **ANNEXURE J**

---

### **CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

---

#### **COPY OF JOINT VENTURE AGREEMENT (IF APPLICABLE)**

*Attached hereto is a signed certified copy of our **notarised** Joint Venture Agreement. Our failure to submit the copy with our tender document will lead to the conclusion that there is no joint venture agreement, and as such, our bid will be disqualified*

**(Attach the notarised joint venture agreement here)**

## **CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed Enterprises whom submit a bid as joint ventures.  
We, the undersigned, are submitting this bid in Joint Venture and hereby authorise Mr/Ms . . . . .  
....., authorised signatory of the company . . . . .  
....., acting in the capacity of lead  
partner, to sign all documents in connection with submission on our behalf.

<b>Name of Enterprise</b>	<b>Address</b>	<b>Duly authorised signatory</b>
Lead Partner:		Signature..... Name ..... Designation .....
		Signature..... Name ..... Designation .....
		Signature..... Name ..... Designation .....
		Signature..... Name ..... Designation .....

## **ANNEXURE K**

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### **RECORD OF ADDENDA TO SUBMISSION DOCUMENTS**

---

Fill in, complete and signed the following form, failure to do so will result to your bid being non responsive

---

## RECORD OF ADDENDA TO SUBMISSION DOCUMENTS

---

We confirm that the following communications received from the employer, amending the submission documents, have been taken into account in this submission.

ITEM No.	DATE	TITLE OR DETAIL
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed .....

Date .....

Name  
Enterprise.....

Position.....

## **ANNEXURE L**

---

### **PROOF OF OFFICE ADDRESS**

---

Attach a proof of company office address (Municipal account not later than 90 days or Municipal Clearance certificate or written and signed by both parties lease agreement and sworn affidavit or proof of address and affidavit from village residents only)

## **ANNEXURE M**

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### **CHECKLIST**

---

Please fill in checklist to ensure that you have completed the bid document correctly

## BID CHECK LIST

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This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

- (a) All pages of the bid document have been read by the bidder.
- (b) All pages requiring information have been completed in black ink.
- (c) All MDB's bid forms have been read, completed and signed.
- (d) Surety details have been included in the bid (If applicable).
- (e) All sections requiring information have been completed.
- (f) The bidder has submitted the correct documentation, e.g., original and current certificates in terms of SARS and Levies, etc.
- (g) The bid document is submitted before 12h00 on the set/ publicized due date at the designated bid box of the WSLM.
- (h) Offer transfer to MBD 1 in figures and amount failure will result to your bid being non responsive.