

# OUTDOOR ADVERTISING ILLEGAL SIGNAGE REMOVAL CONTRACT

## UMHLATHUZE MUNICIPAL AREA

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### DEFINITIONS

The following definitions will be applicable in terms of this contract:

**'Advertisement'** means any representation of a word, name, letter, figure or object or an abbreviation of a word or name, or any sign or symbol, or any light which is not intended solely for illumination or as a warning against any danger, which has its object the furthering of any industry, trade, business undertaking, event, or activity of whatever nature and which is visible from any street or public place.

**'Advertising signage structure'** means any physical structure built to display advertising

**'Advertising vehicle'** means a vehicle which has been constructed or adapted for use primarily for the display of advertisements

**'Billboard'** means any screen, board, hoarding, fence, wall or other structure larger than 4.5m<sup>2</sup> and in a fixed position used or intended to be used for the purpose of posting, displaying or exhibiting any advertisement

**'Bill-sticking'** means a poster pasted by means of an adhesive directly onto an existing surface not intended specifically for the display of a poster

**'Canopy'** means a rigid roof-like projection from the wall of a building

**'Cantilever'** means a projecting feature that is dependant for its support on the main structure of a building without independent vertical supports

**'Council'** means the Council of the City of uMhlathuze as reflected in current legislation, or its legal successor, or any officer employed by the Council, or any committee designated by the Council, acting by virtue of a delegated authority vested in him/her or it by the Council in connection with these Bylaws

**'Council Property'** includes all property, whether movable or immovable, which is owned by, vests in or is under the control of the Council other than property leased from the Council

**'Electronic sign'** means a sign that has an electronically controlled, illuminated display surface which allows the advertisement to be changed, animated or illuminated in various ways

**'Election advertisement'** means an advertisement used in connection with any national, provincial, local council or municipal election, by-election or referendum

**'Estate agents' board'** means an advertisement that is temporarily displayed to advertise the fact that land, premises, development or other forms of fixed property are for sale or to let

**'Flat sign'** means any wall sign, other than a projecting sign, which is directly attached to the face of an external wall of a building or on a wall external to and not part of a building.

**‘Ground Sign’** is a self-supporting sign erected on the ground and which is not attached to a building or a wall

**‘Illuminated Advertisement’** means an advertising signage structure which has been installed with electrical or other power for the purpose of illuminating the message of such sign

**‘Outdoor advertising’** means any form of advertising as defined, visible from any street or public place and which takes place out of doors

**‘Portable board’** is any self-supporting sign or any other collapsible structure which is not affixed to the ground and which is capable of being readily moved

**‘Posters’** are placards/banner type posters intended to be temporarily displayed in a street or public place as an announcement of a meeting, function or event relating to an election, activity or undertaking

**‘Projected sign’** means any sign projected by a cinematograph or other apparatus but does not include a sign projected onto the audience’s side of a drive-in cinema screen during a performance

**‘Projecting sign’** means any wall sign which is affixed to a building and protrudes more than 300mm from the wall of such building

**‘Public Place’** means any road, street, thoroughfare, bridge, subway, foot pavement, footpath, sidewalk, lane, square, open space, garden, park or enclosed space vested in the Council and to which the public has access

**‘Remote or third party advertising’** means that the content of such advertisement is unrelated to anything being undertaken on the premises on which such advertisement is displayed

**‘Roof sign’** means a sign painted or affixed directly onto the roof covering of a building

**‘Sign’** means any physical structure or device intended for the display of an advertisement

**‘Street furniture’** means public facilities and structures which are not intended primarily for advertising and includes seating benches, planters, sidewalk litter bins, pole-mounted bins, bus shelters, sidewalk clocks and drinking fountains, but excludes road signs, traffic lights, street lights, or any other road-related structures

**‘Temporary sign’** means a sign, not permanently fixed and not intended to remain fixed in one position, which is used to display an advertisement for a temporary period

**‘Under-awning sign’** means a sign suspended or attached to the soffit of a canopy or veranda.

**A. SPECIFICATIONS AND CONDITIONS OF CONTRACT**

**1. SCOPE OF CONTRACT**

The scope of work consists of the removal of illegal and/or unauthorized advertising signage on Municipal owned land and private property in accordance with the Schedule.

The scope of work is required for the time period valid until end of the financial year which is 30 June 2019 period.

**2. QUOTATIONS WILL BE LIABLE FOR REJECTION UNLESS COMPLETED ON THE RATES SCHEDULE AND QUOTATION FORM ANNEXED HERETO.**

Contractors shall sign all pages and complete the Rates Schedule and Quotation Form. No erasure or any scratching out relating to the completion of the Schedule or Quotation Form shall be made; any corrections or alterations shall be made by ruling out incorrect words or figures and inserting the correct words or figures above with the Contractor's initials affixed thereto. Failure to comply with these conditions will invalidate the quotation.

**1. ACCEPTANCE OF QUOTATION**

The lowest or any quotation will not necessarily be accepted and the Municipality reserves the right to accept the whole or any part of any quotation submitted.

On award of the contract/s, the successful Contractor/s will be required to conclude a services contract with the uMhlathuze Municipality.

**4. WITHDRAWAL OF QUOTATION**

Quotations must remain valid for acceptance for a period of ninety (90) days from the closing date of the quotation and may be accepted or rejected at any stage during this period.

**5. ABILITY TO PERFORM**

Contractors must be able to satisfy the Senior Manger City Development, or his/her representative, of their ability to perform the work covered by this contract.

## **6. EXECUTION OF THE WORK**

The Contractor is to carry out the work without delay when instructed to do so by the Office of the Municipal Manager, or his representative, and which instruction shall be confirmed in writing.

It is a condition of this contract that the telephone number, which appears on the Quotation Form, will at all times provide a means of relaying messages and instructions to the Contractor.

In cases of emergency, the Contractor shall carry out the work on the same day that he/she receives the instruction.

If for any reason, the Contractor is unable to carry out the work within three days, or in the case of emergency, on the same day that it is instructed to do the same, the Contractor shall

- a) immediately inform the Chief Operational Manager, or his representative,
- b) confirm this to the same in writing.

The Municipality reserves the right, without invalidating this contract, to employ alternative sources to do the work.

## **7. TRAVELING EXPENSES**

No traveling expenses will be paid for any work at any site within the boundaries of the City of uMhlathuze as this should be included in the quotation.

## **8. V.A.T.**

All prices quoted shall (in the case of registered vendors) be deemed to be exclusive of VAT, which VAT must be shown separately on invoice claims. The invoice must be clearly endorsed "Tax Invoice" and must also show the VAT registration number of the Contractor.

Non-registered vendors however, must include all VAT, which they are charged by others, in their prices and must not show VAT as a separate item on invoice claims.

Please attach copy of valid current original tax clearance certificate,

## **9. TENDERED RATES AND ESCALATION**

Unit prices must include the cost of all labour and transport as well as material, fittings, workmanship, equipment and profit and the cost of removing faulty, worn out and broken material and rubble from the site. The unit prices shall not be subject to any form of contract price adjustment due to fluctuations in cost of labour and materials and all increases in cost from

whatsoever cause shall be at the Contractor's risk and decreases in cost shall be to his benefit.

The Municipality reserves the right to reject any quotation where the rates breakdown is incomplete.

## **10. QUANTITIES**

Quantities of items removed must be clearly stated on invoice claims.

## **11. ABORTIVE CALL**

An abortive call charge will only be paid where the Contractor is called out with a request to remove a sign and whilst on site he is contacted by the Senior Manager City Development, or his representative, to leave the sign in position as the owner has made an application or done such other thing so as to bring the signage into conformity.

## **12. LIMITS**

The Office of the Municipal Manager reserves the right to call for quotations outside the scope of this contract if, in his opinion, the quantities required for any one site and/or contract and/or quotation are deemed to warrant such calling.

## **13. PUBLIC LIABILITY INSURANCE**

The Contractor shall be solely responsible for providing all safety measures and for securing, lighting and being vigilant of all places on or adjacent to the site of the works which may be or become dangerous to the public or to the Contractor's workmen.

The Contractor shall be solely responsible for the acts and omissions of his workmen and shall be liable for and shall indemnify the Municipality in respect of any damage, injury or loss or death to any person and all damage to any property whatsoever caused by the execution of the contract or by any act or omission in the course of any operation there under. The Contractor shall indemnify the Municipality against all claims of whatever nature made against the Municipality in this connection and also against all legal or other expenses.

The Contractor is to provide Public Liability Insurance cover for a minimum amount of R500 000,00 for any one occurrence unlimited as to the number of occurrences for any claim arising from any injury, damage or loss, which may occur to any property or person in the execution of the contract.

The insurance shall be affected with an insurer registered in South Africa and on the terms and conditions approved by the Chief Financial Officer.

The Contractor shall produce a copy of the public liability insurance to the Outdoor Advertising Officer as well as provide proof that such insurance has been affected together with the receipt of payment of the current premium.

#### **14. COMMUNICATIONS AND DISQUALIFICATION**

All correspondence during the course of awarding this contract or enquiries for clarity regarding the contents of this contract must be directed to Mrs Shernon Daniels on tel. 035-907 5401.

An interested contractor may not communicate with the Municipality or with any officer of the Municipality on a question affecting any contract for the supply of goods or for any work, undertaking or service which is the subject of the contract and which may affect the award thereof; provided that an interested contractor may request additional information or a sample of the various sign types for comparative analysis purposes.

Any offer, promise of any benefit or gift to any person/s connected with this contract or the awarding thereof, may disqualify such quotation.

#### **15. CONTRACTORS RESPONSIBILITY**

The Contractor undertakes to comply with the requirements of the Occupational Health and Safety Act, the Workmen's Compensation Act and Occupational Injuries and Diseases Act, the regulations promulgated there under and any reasonable, lawful directive of the Municipality in terms of such Acts. The Contractor also undertakes to comply with any other Act or legislation applicable to the performance of this contract.

#### **16. RIGHT OF CANCELLATION**

The Municipality reserves the right to cancel this contract for any breach of the conditions thereof, without the Contractor being entitled to claim any compensation or damages in respect of such cancellation.

#### **17. PAYMENT**

Payment for work carried out shall be based on the accepted quotation rates extended by the measured quantities as ordered by the Communications Manager in the Office of the Municipal Manager, or his representative, and reflected on the official order form. No interim payment will be made.

Upon certification by the Office of the Municipal Manager, or his representative, of the satisfactory completion of the works and receipt of a detailed invoice by him from the Contractor, the full contract amount will be paid within a period of 30 days from the date of receipt thereof.

**18. MATERIALS AND WORKMANSHIP**

All materials used in the execution of this contract are to be of the best quality and shall be suitable for working under the atmospheric and prevailing wind conditions of uMhlathuze; and all work is to be executed in a thoroughly professional manner in accordance with the National Building Regulations and Building Standards Act or any other applicable legislation.

**19. SECURITY**

The Contractor shall make provision and be responsible, as he/she deems necessary, for his/her own security, including the security of all his/her workmen, plant and equipment including transport. Please submit a letter stating that you will not hold Council liable for any security problems you or any of your workers may encounter.

**20. STORAGE OF SIGNS**

All signs are to be stored by the Contractor for a period of 60 days unless otherwise instructed by the Communications Manager in the Office of the Municipal Manager, or his representative.

All posters, street light pole signs, litterbins or other signs removed are to be stored in batches according to sign type and street from which they were removed, which information is to be clearly stated on top of each batch.

**21. PREFERENTIAL PROCUREMENT POINTS CERTIFICATE**

Please attach certificate of Preferential Procurement Points with your quotation.

**RATE SCHEDULE OF SIGN TYPES FOR REMOVAL PURPOSES**

Interested contractors are to price separately for removal of the following sign types:

**AREAS TO BE COVERED IS RICHARDS BAY INCLUDING OUTLAYING AREAS OF NSELENI, MZINGAZI, MEERENSEE AND MANDLAZINI**

| DESCRIPTION   | ESTIMATED QUANTITY | PRICE PER UNIT | TOTAL AMOUNT |
|---|--------------------|----------------|--------------|
| <b>Bill sticking</b> - Price to be quoted in batches of 50 for this item only | 20 X 50            |                |              |
| <b>Posters</b> (temporary posters on street poles) ad -hoc                    | 2500               |                |              |
| <b>Estate agent boards/portable boards</b><br>Portable/collapsible boards     | 250                |                |              |
| <b>Banners &amp; Flags</b><br>(Temporary on banner poles)                     | 250                |                |              |
| <b>Ground signs</b><br>a) Non-illuminated under 6m <sup>2</sup>               | 1250               |                |              |
| <b>Ground Signs</b><br>b) Illuminated under 6m <sup>2</sup>                   | 3                  |                |              |



|   |           |  |  |
|---|-----------|--|--|
| <b>Billboards<br/>a) Non-illuminated<br/>over 6m<sup>2</sup></b>                    | <b>1</b>  |  |  |
| <b>Billboards<br/>b) Illuminated over 6m<sup>2</sup></b>                            | <b>1</b>  |  |  |
| <b>Wall/flat signs<br/>a) Non-illuminated.</b>                                      | <b>25</b> |  |  |
| <b>Projecting signs<br/>a) Non-illuminated.</b>                                     | <b>2</b>  |  |  |
| <b>Projecting signs<br/>b) Illuminated</b>  | <b>2</b>  |  |  |
| <b>Roof signs</b>   | <b>2</b>  |  |  |
| <b>Veranda, balcony,<br/>Canopy &amp; under-awning signs<br/>a) Non illuminated</b> | <b>2</b>  |  |  |
| <b>Towing of Advertising Trailers and Parked Vehicles with Advertising</b>          | <b>10</b> |  |  |
| <b>TOTAL EXCLUDING VAT</b>  |           |  |  |
| <b>VAT@15%</b>  |           |  |  |
| <b>TOTAL AMOUNT</b>   |           |  |  |

**EMPANGENI AND SURROUNDING AREAS INCLUDING ESIKHALENI,  
NGWELEZANE, VULINDLELA AND FELIXTON.**

| DESCRIPTION   | ESTIMATED QUANTITY | PRICE PER UNIT | TOTAL AMOUNT |
|---|--------------------|----------------|--------------|
| <b>Bill sticking - Price to be quoted in batches of 50 for this item only</b>               | 200X 250           |                |              |
| <b>Posters</b> (temporary posters on street poles) ad -hoc                                  | 2500               |                |              |
| <b>Estate agent boards</b><br>Portable/collapsible boards                                   | 250                |                |              |
| <b>Banners &amp; Flags</b> (Temporary on banner poles)                                      | 250                |                |              |
| <b>Ground signs</b><br>b) Non-illuminated under 6m <sup>2</sup>                             | 750                |                |              |
| b) Illuminated under 6m <sup>2</sup>  | 3                  |                |              |
| <b>Billboards</b><br>b) Non-illuminated over 6m <sup>2</sup>                                | 1                  |                |              |
| b) Illuminated over 6m <sup>2</sup>   | 1                  |                |              |
| <b>Wall/flat signs</b><br>a) Non-illuminated.   | 10                 |                |              |
| <b>Projecting signs</b><br>b) Non-illuminated.  | 5                  |                |              |
| b) Illuminated  | 6                  |                |              |
| <b>Roof signs</b><br>Veranda, balcony,<br>Canopy & under-awning signs<br>b) Non illuminated | 2                  |                |              |
|   | 3                  |                |              |

|  |    |  |  |
|--|----|--|--|
| <b>Towing of Advertising Trailers and Parked Vehicles with Advertising</b> | 20 |  |  |
| <b>TOTAL EXCLUDING VAT</b>   |    |  |  |
| <b>VAT@15%</b>   |    |  |  |
| <b>TOTAL AMOUNT</b>  |    |  |  |

**\*THE ABOVE TOTALS MUST BE TAKEN TO SECOND PAGE OF RFQ**