



## GENERAL TENDER CONDITIONS

AND

## TENDER- REQUEST FOR PROPOSAL

REF: 001/2012

Proposal for the design of the world class modular domestic exhibition  
Stand

Date of Issue: 03 February 2012

Closing Date: 24 February 2012 at 10h00



## Call for Proposal Stand Building Company

The Gauteng Tourism Authority (GTA) is an agency of the Gauteng Provincial Government and is tasked with positioning Gauteng as a globally competitive destination of choice. One of the main functions of the GTA is to market the province using exhibitions as a platform to reach its target audience. In order to exhibit at the various pre-approved exhibitions that the Authority annually attends in South Africa it requires the services and expertise of an appropriately qualified stand building company to build all pre-approved GTA exhibition stands required for 2012/13 year.

The successful company will be required to present a proposal which will detail the following:

1. Submit a proposal for the concept and design, building, setting-up and storage of GTA exhibition stands, inclusive of detailed costing;
2. Tender/bid to incorporate various sizes of exhibition stands, inclusive of pavilions that can incorporate city regional and provincial flagship destinations e.g. the Cradle of Humankind World Heritage Site stands as well (an example of the latter being the annual tourism INDABA exhibition);
3. Tender/bid to demonstrate expertise and experience in building of modular and custom-made exhibition stands;
4. It is imperative that the design of the exhibition stand reflects the personality of Gauteng and its top six experiences being a) safari, scenic, splendour and serenity; b) indulging you senses; c) cultural and heritage encounters; d) outdoor rush; e) urban rhythm ) f) business.
5. The exhibition stands should meet the following criteria:
  - High tech
  - Modular
  - Custom
  - Should be modifiable for different platforms
  - Demonstrate value for money
  - Exhibit the core brand identity of Gauteng
6. Company profile, tax clearance certificate and B-BBEE credentials;
7. List of references with contact details, and
8. A portfolio of evidence showing examples of previous stands designed.

Interested parties are invited to submit their proposals before the closing date.

A tender/bid document consisting of additional information and scope of work will be available on the GTA's website at [www.gauteng.net](http://www.gauteng.net) or can be collected from the GTA offices at 124 Main Street, Johannesburg (Monday – Friday 08:30 – 17:00).

A duly completed and signed tender/bid document and supporting documents, enclosed in an envelope, clearly marked with the relevant tender/bid description (GTA STAND BUILDER TENDER/BID: REF 001/2012), must be addressed to Destination Marketing and must be deposited in the tender box at the GTA offices 11<sup>th</sup> floor reception, 124 Main Street, Johannesburg.

No late submissions, facsimile, electronic or telephonic tender/bids will be accepted. GTA reserves the right to accept any proposal in whole or in part and does not bind itself to accept any submission. Majority women owned companies that also have a B-BBEE Status Level, will have an added advantage.

**Compulsory Briefing:**

A compulsory briefing session has been scheduled for **Friday, 10 February 2012 at 11:00** @1 Central Place, Corner Street Jeppe and Henry Nxumalo streets, Newtown Johannesburg.

**Enquires:**

All enquiries may be directed to Ms Corne Koch, Trade Development Manager ([corne@gauteng.net](mailto:corne@gauteng.net)).

**Closing date and time:**

**24 February 2012 at 10H00.**

## ANNEXURE A

### 1. INTRODUCTION

Exhibitions form part of the major initiatives that the Gauteng Province and its products use as a platform to promote and market the province. This is an invitation to individuals and organizations, with knowledge and experience of exhibitions to put forward proposals for designing an exhibition stand according to the criteria supplied herewith.

### 2. THE AUTHORITY

The Gauteng Tourism Authority (GTA) is an agency of the Gauteng Provincial Government, and promotes the development of sustainable tourism by marketing the range of products and experiences the destination has on offer, as well as positioning the province as a leading global business and leisure destination. Gauteng, the economic powerhouse of the South African economy, boasts world-class venues and infrastructure for meetings, incentives, conferences and events.

The Authority works in partnership with the local tourism industry and local authorities. The Authority is empowered by the Gauteng Tourism Act 2001 and is run by the Chief Executive Officer.

### 3. KEY EXPERIENCES

It is imperative that the design of the exhibition stand reflects the personality of Gauteng and its top five experiences:

- a. Safari, scenic, splendor and serenity
- b. Indulging your senses
- c. Cultural and heritage encounters
- d. Outdoor rush
- e. Urban rhythm
- f. Business / MICE

### 4. EXHIBITIONS

The Authority participates in various types of exhibitions annually. Some exhibitions are known to the GTA but from time to time a need may also arise to participate at other exhibitions which offer unique destination promotional platforms as they become known to us.

Your tender/bid has to incorporate examples of various sizes of exhibition stands, inclusive of pavilions that can accommodate city regional stands and some of the provinces foremost offerings such as the Dinokeng Game Reserve as well. An example of the latter is the annual tourism INDABA being held annually in Kwa-Zulu Natal.

Your tender/bid has to demonstrate expertise and experience in building modular exhibition stands.

Your services will only be required for exhibitions hosted within the borders of South Africa.

## **5. STAND SPECIFICATIONS**

Whilst the stand dimensions will vary from exhibition to exhibition, the stand itself in its completed form should be of high quality. It should meet the following criteria:

- High tech
- Modular
- Custom design and production
- Should be customizable for different shows
- Demonstrate value for money

## **6. ADDITIONAL SERVICES**

The successful contractor should be in a position to provide the following services:

- Conceptualization and design of the stand
- Erection of the stand
- Dismantling the stand
- Décor (i.e. supply of plants, flowers, signage, images, furniture, etc) of required
- Storage of stand
- Transportation of stand
- Ensure re-usability of material to maximize cost effectiveness

## **7. DESIGN AND COST**

Please submit design and cost for this project as well as above additional services (see point 6), ensuring that provision is made for escalations. All costs such as projects management, development and presentation of the stand design, construction, transport, maintenance and any other related costs to be incurred must be included in the final costing.

## **8. PROPOSAL**

Taking the above points into consideration, your proposal must include:

- Organization profile and BEE credentials
- Examples of exhibition stands previously designed
- List of references with contact details
- Concept and costs

## **9. SELECTION AND APPOINTMENT**

The successful appointment of a contractor will be final and no discussion will be entered into.

**ANNEXURE B**  
**TENDER/BID DOCUMENT**

**SCHEDULE 1:**

TENDER/BIDS FOR THE APPOINTMENT OF A STAND BUILDING COMPANY TO BUILD ALL PRE-APPROVED MODULAR EXHIBITION STANDS FOR THE GAUTENG TOURISM AUTHORITY FOR THE REMAINDER OF 2011/12 AND 2012/13

TENDER/BIDS FOR

**FOR THE GAUTENG TOURISM AUTHORITY (GTA)**

FORM OF TENDER/BID

TO: CHIEF EXECUTIVE OFFICER  
GAUTENG TOURISM AUTHORITY  
124 MAIN STREET  
JOHANNESBURG  
Or  
PO BOX 155  
NEWTOWN  
2113  
TENDER/BID REFERENCE NO/NAME: **GTA STAND BUILDER TENDER/BID  
RFP 001/2012**

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Sir/ Madam

I/We, the undersigned:

- (a) tender/bid to supply and deliver to the GAUTENG TOURISM AUTHORITY all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Tender/bid Document
- (b) agree that we shall be bound by the specifications, prices, terms and conditions stipulated in those Schedules regarding delivery and execution;
- (c) further agree to be bound by those conditions should this tender/bid be accepted in whole or in part;

- (d) confirm that this tender/bid may only be accepted by the GTA by way of a duly authorised Letter of Acceptance; and,
- (e) declare that we are fully acquainted with the requirements of this Tender/bid Document;
- (f) agree thereto that on acceptance by the GTA, each page of the tender/bid document and amendments thereto shall be initialed by the relevant authorised person in order for the document to constitute a proper contract between the GTA and the undersigned.
- (g) are allowed to do business with Government and neither the Company nor any one of its Directors are for tender/bidden to do business with Government in terms of Treasury Regulation 16A(9).

Signed at.....this.....day of..... 2012

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
TENDER/BID NUMBER/NAME

\_\_\_\_\_  
NAME OF COMPANY BIDDER

PHYSICAL ADDRESS: .....  
.....  
.....

AS WITNESSES: (1) .....

(2) .....

BANK ACCOUNT DETAILS OF BIDDER:

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

Type of Account: \_\_\_\_\_

**THE FOLLOWING MUST BE ATTACHED:**

1. PROOF OF GOOD STANDING WITH SARS TO BE ATTACHED IE. TAX CLEARANCE CERTIFICATE.  
(NON COMPLIANCE SHALL DISQUALIFY THE TENDER/BID)
2. PROOF OF VAT REGISTRATION (NON COMPLIANCE SHALL DISQUALIFY THE TENDER/BID)
3. DECLARATION OF INTEREST
4. THE CONCEPT AND COSTS

**SCHEDULE 2****GENERAL UNDERTAKINGS BY THE TENDER/BIDDER:**

## 1.1 Definitions:

- 1.1.1 "The Authority" means a Board, appointed by the MEC, and a CEO, appointed by the Board subject to MEC approval;
- 1.1.2 "The Board" means the accounting authority of the Gauteng Tourism Authority appointed by the MEC;
- 1.1.3 "Chief Executive Officer" ["CEO"] means the CEO of the GTA or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.1.4 "Contract" shall include any schedules, drawings, patterns, samples attached any agreement entered into and all other Schedules hereto;
- 1.1.5 "Contractor(s)" means Tender/bidder whose tender/bid has been accepted by the Gauteng Tourism Authority;
- 1.1.6 "Cost of materials" means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods tender/bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.1.7 "Final delivery certificate" means the document issued by the GTA confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.1.8 "Letter of acceptance" means the written communication by the GTA to the Contractor recording the acceptance by the GTA of the Contractor's tender/bid subject to the further terms and conditions to be itemised in the contract;
- 1.1.9 "Local contents" means the portion of the tender/bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.1.10 "Local goods" means goods wholly or partly produced or manufactured or assembled in the Republic;
- 1.1.11 "GTA" shall mean the Gauteng Tourism Authority";
- 1.1.12 "Order(s)" means an official letter issued by the GTA calling for the supply of goods pursuant to a contract or tender/bid;

- 1.1.13 "Signature date" and in relation to any contract, means the date of the letter of acceptance;
- 1.1.14 "Tender/bid" means an offer to supply goods/services to the GTA at a price;
- 1.1.15 "Tender/bidder" means any person or body corporate offering to supply goods/services to the GTA;
- 1.1.16 "termination date" - in relation to any Contractor means the date of the final delivery certificate;
- 1.1.17 "Value added" means that portion of the tender/bid price not constituting the cost of materials;
- 1.1.18 "Warranties" - means collectively any and all warranties listed and otherwise (if any) given by the Tender/bidder in terms of this agreement.
- 1.1.19 The Declaration of Interest Form, means (Annexure N) sent to all inviting tender/bids to obtain the identity numbers of the directors/trustees/ shareholders of the preferred tender/bidder(s) as this is required during the tender/bid evaluation process to verify the information against the Authority's staff establishment in order to determine whether or not any of the directors/trustees/shareholders are in the service of the state or officials employed by the Authority.

## 1.2 Interpretation:

- 1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:-
- 1.2.2 An expression which denotes:-
- 1.2.2.1 any gender includes the other genders;
  - 1.2.2.2 a natural person includes an artificial or juristic person and vice versa;
  - 1.2.2.3 the singular includes the plural and vice versa;
- 1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
- 1.2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

- 2.1 I/we hereby tender/bid:
- 2.1.1 to supply all or any of the supplies and/or to render all or any of the goods / services described in the attached documents to the GTA;
  - 2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the tender/bid documents (and which shall be taken as part of and incorporated into, this tender/bid);
  - 2.1.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
- 2.2 I/we agree further that:
- 2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the GTA during the validity period indicated and calculated from the closing time of the tender/bid;
  - 2.2.2 this tender/bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
  - 2.2.3 notwithstanding anything to the contrary:
    - 2.2.3.1 if I/we withdraw my/our tender/bid within the period for which I/we have agreed that the tender/bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the GTA may, without prejudice to its other rights, agree to the withdrawal of my/our tender/bid or cancel the contract that may have been entered into between me/us and the GTA;
    - 2.2.3.2 in such event, I/we shall then pay to the GTA any additional expense incurred by the GTA for having either to accept any less favorable tender/bid or, if fresh tender/bids have to be invited, the additional expenditure incurred by the invitation of fresh tender/bids and by the subsequent acceptance of any less favourable tender/bid;
    - 2.2.3.3 the GTA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other tender/bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender/bid or contract;
    - 2.2.3.4 pending the ascertainment of the amount of such additional expenditure the GTA may retain such monies, guarantee or deposit as security for any loss the GTA may sustain, as determined hereunder, by reason of my/our default;

- 2.2.4 any legal proceedings arising from this tender/bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/WE undertake to pay the GTA's legal costs on an attorney and own client basis;
- 2.2.5 if my/our tender/bid is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 2.2.6 the law of the Republic of South Africa shall govern the contract created by the acceptance of this tender/bid;
- 2.2.7 I/we have satisfied myself/ourselves as to the correctness and validity of this tender/bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender/bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
- 2.2.8 I/we accept full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
- 2.2.9 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
- 2.3 I/we declare that I/we have participation/no participation in the submission of any other offer for the supplies/ services described in the attached documents. If your answer here is in the affirmative, please state the name(s) of the other Tender/bidder(s) involved:





<b>2.4.2</b>	<b>Small Enterprise:</b>																																									
	2.4.2.1 Black women owned enterprise (25.1% black women owned and employs 1-20 with turnover not exceeding R1m per annum)																																									
	2.4.2.2 Black women youth owned enterprise (Up to 35 years old and employs 1-20 with turnover not exceeding R1m per annum)																																									
	2.4.2.3 Black male owned enterprise (25.1% black male owned and employs 1-20 with turnover not exceeding R1m per annum)																																									
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<b>2.4.3</b>	<b>Medium Enterprise:</b>																																									
	2.4.3.1 Black women owned enterprise (25.1% black women owned and employs 21-50 with turnover between R1m and R50m per annum)																																									
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<b>2.4.5</b>	SA Blacks include Black, Coloured and Indian.																																									

<b>2.4.6</b>	Black Empowerment Policy: attach please.			
<b>2.4.7</b>	Any other information: attach please.			
<b>2.4.8</b>	Owner(s) and/or Director(s) must complete the attached Declaration of Interest Form (Annexure Bii). If not completed, the tender/bid will be rejected.			
<b>2.4.9</b>	VAT Number:			
<b>2.4.10</b>	Name of bank:			
	Account Number:			
<b>2.4.11</b>	Does your business have any overdue obligations towards:			
	<b>1. The Receiver of Revenue(attach copy of your tax clearance certificate if the amount quoted is more than R30,000 inclusive of VAT. If not provided, the tender/bid is invalid):</b>	<b>Yes</b>	<b>No</b>	
	<b>2. Municipal Services Accounts:</b>	<b>Yes</b>	<b>No</b>	
	If yes, please provide details :			
<b>2.4.12</b>	<b>Attach a copy of your B-BBEE Status Level Certificate</b>			
<b>2.4.13</b>	<b>Complete attached Declaration of Interest form and submit with all your documents. If the declaration form is not completed, the tender/bid is invalid and will be rejected.</b>			
<b>2.4.14</b>	<b>Please note close relatives of staff members are not allowed to conduct any business with the GTA except if it is stated in 2.4.13. Also, if your Company or any Directors of your Company are prohibited to do business with Government, please indicate as such in 2.4.11</b>			
<b>2.4.15</b>	<b>Any other information you want to supply:</b>			

**SCHEDULE 3****GENERAL TENDER/BID CONDITIONS AND DIRECTIONS:**

3. All Tender/bidders are hereby advised that in the event that any tender/bid or part thereof be accepted by the GTA all conditions and stipulations set out in these instructions and in all Schedules, shall be deemed to have been incorporated into the contract between the Tender/bidder and the GTA.
4. It is a condition of all requests or invitations to tender/bid that the bidders accept, as a condition of tender/bidding, that the obligation rests, without exception, on the Tender/bidder to fully acquaint themselves with all requirements and conditions of this tender/bid.
5. Without limiting the generality of the provisions of this document, Tender/bidders are required to acquaint themselves and to comply in their tender/bid with the requirements of this document.
6. Tender/bid documents are generally available in English only.
7. The attention of Tender/bidders is expressly drawn to the fact that the tender/bid documents of the GTA may differ from tender/bid to tender/bid.
8. Tender/bids submitted after the expiry of the deadline shall not be considered at all.
9. Failure on the part of the Tender/bidder to sign this tender/bid for and thus to acknowledge and accept the conditions in writing or to complete any attached forms, questionnaires and specifications in all respects, may - in the sole discretion of the GTA - invalidate the tender/bid.
10. If any of the conditions on this tender/bid form are in conflict with any special conditions, stipulations or provisions incorporated in the tender/bid, such special conditions, stipulations or provisions shall apply.
11. Where security is required particulars thereof are indicated in paragraphs 21-28 of this document.
12. Tender/bids must be on the official tender/bid forms and attachments which must be filled in and completed in all respects.
13. Tender/bids must be submitted in sealed envelopes.
14. Separate envelopes must be used for each tender/bid invitation.
15. The address, tender/bid number or name and closing date must appear on the front of the envelope.
16. The name and address of the Tender/bidder must appear on the back of the envelope.

17. All Tender/bidders are advised that it is as per par 2.4.8 to 2.4.15 an express condition of a tender/bid that all Tender/bidders shall be required to show, as part of their tender/bid, that:
  - 17.1. they are in good standing with the Receiver of Revenue;
  - 17.2. the Tender/bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any rates, fines, service charges or the like due to any Municipal Council located within Gauteng; and
  - 17.3. the Declaration of Interest Form (Annexure E) is completed and accompanies their tender/bid to enable the Authority to verify the identity numbers of the directors/trustees/shareholders of the tender/bidder against the Authority's staff establishment.
18. In compliance with National Treasury 16A9 and Treasury Circular dated 30 September 2011, the successful tender/bidder's details will be verified against the Treasury Restricted Supplier Database for confirmation as to whether the company and/or its directors are prohibited from doing business with government. Tender/bidders listed as restricted suppliers will automatically be disqualified.
19. The GTA shall not be obliged to accept the lowest or any tender/bid. The GTA reserves the right to negotiate additional conditions with the Tender/bidder and the GTA further reserves the right to submit a counter proposal to the or Tender/bidder or to award, where it deems appropriate, more than one (1) Tender/bidder.
20. Neither the Board or CEO nor any official in the GTA shall be held responsible for loss of a potential opportunity to tender/bid due to the failure of the Tender/bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.
21. DETAILS OF OFFERS MADE-
  - 21.1. Although the tender/bid documents shall constitute the tender/bid, it must be accompanied by a covering letter fully detailing all offers made with clear reference to all drawings and other matter submitted with the tender/bid;
  - 21.2. Where offers depart from requirements of the specification, such departure shall be fully described in the covering letter;
  - 21.3. The covering letter or other matter submitted with the official tender/bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;
  - 21.4. The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate tender/bid document.

- 21.5 The final design of the stand will be determined and finalized through a process of ongoing consultation (presentations, discussion, etc) and engagement between client and the appointed tender/bidder

**SCHEDULE 4****GENERAL CONTRACTUAL UNDERTAKINGS:****22. WARRANTIES-**

22.1 The Contractor gives the GTA the warranties required on the basis that this agreement is entered into by the GTA relying on those warranties, each of which is deemed to be a material warranty inducing the GTA to award this tender/bid.

22.2 Notwithstanding same, the GTA shall not be entitled to cancel this agreement as a consequence of any breach by the Tender/bidder of any of the warranties unless the breach a material breach of a warranty and such breach is incapable of being remedied by payment of compensation or, if it is capable of being remedied by payment of compensation, the seller fails to pay to the GTA such compensation within fourteen (14) days of the amount thereof being finally determined.

**23. QUALITY OF GOODS-**

Notwithstanding anything to the contrary in this agreement:

23.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample and specifications provided.

23.2 In every case the goods shall be subject to the inspection and approval of the CEO, who shall be at liberty to reject them and in cases of such rejection, the Contractor agrees to be bound by the rejection of the Board and CEO.

23.3 In the event of the approval of the goods by the said CEO and if it is later discovered that the goods are in any way defective, the GTA may reject same, in spite of such approval by the Board and CEO.

**24. INDEMNITY-**

24.1 Without prejudice to of the rights of the GTA arising any of the provisions of this agreement, the Tender/bidder indemnifies and holds the GTA harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the GTA) which the GTA may suffer as a result of or which may:

24.1.1 be attributable to-

24.1.1.1 any liability of the Tender/bidder, whether actual or contingent;

24.1.1.2 any liability of the Tender/bidder for taxation, for which purpose the terms "taxation" shall include:

- 24.1.1.2.1 normal taxation;
- 24.1.1.2.2 value added tax;
- 24.1.1.2.3 minimum or secondary taxation on companies;
- 24.1.1.2.4 all other forms of levies or taxation.

24.1.1.3 any penalties or interest as a result thereof.

24.1.2 arise out of or in the course of or by reason of the Tender/bidder's performance in terms of this agreement;

24.2 The Tender/bidder undertakes to indemnify the GTA in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the Tender/bidder as a consequence of the negligence of the tender/bid, its employees, members or any persons under its control;

24.3 The Tender/bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the GTA or any person for whose actions the GTA is legally liable.

25. POWERS OF THE GTA IN THE EVENT OF GOODS BEING DEFECTIVE-

25.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-

25.1.1 the CEO shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Contractor; or,

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

25.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the GTA in terms of the dispute resolution provisions of this agreement.

26. DELIVERY OF GOODS-

26.1 The goods shall be delivered, at the Contractor's risk and expense, to:

**12<sup>th</sup> Floor**  
**124 Main Street**  
**Johannesburg**

Or such other place as may be specified and at the time/s and in the manner appointed by the CEO.

- 26.2 Each delivery must be accompanied by a correct delivery note;
- 26.3 All VAT invoices must be forwarded to the GTA without delay, clearly stating the contract, order numbers, VAT Registration number, description and quantity of the goods.
- 26.4 All equipment and material shall be marked accordingly.
- 26.5 Tender/bidders shall state in their tender/bids and on the form of tender/bid, the time required to fulfill the contract.
- 26.6 Delivery shall be made in accordance with the requirements set out in the contract.
- 26.7 All goods under contract arising from this tender/bid shall be supplied only when ordered upon an official letter issued by the GTA.
27. FAILURE OF DELIVERY-  
To be subject to par 5.29 relating to Delegation of Authority
- 27.1 In the event-
- 27.1.1 of the Tender/bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the Board and/or CEO, or
- 27.1.2 of the Tender/bidder, if he/she should be required to deliver by installments, failing to deliver any installment, either in whole or in part, at the time and in the manner appointed by the Board and/or CEO, or
- 27.1.3 of the GTA suffering damage by delay while injected goods are being replaced as provided for above, it is agreed that the Tender/bidder shall pay liquidated damages, and not by way of penalty, to the GTA;
- 27.2 Such liquidated damages shall be determined in each case by the Board and/or CEO and shall be:
- 27.2.1 Re 27.1.1 and 27.1.2: a sum equal to any excess cost incurred by the GTA over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;
- 27.2.2 Re 27.1.3: a sum not exceeding the actual damage so incurred by the GTA.
- 27.3 The Board and/or CEO shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the Board and/or CEO shall be binding in every case.

27.4 Notwithstanding the above, the Tender/bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to viz major, actions of the enemies of the Republic, fires and dangers and accidents at sea and/or during navigation.

28. SURETYSHIP-

28.1 The Tender/bidder shall, if it is required of him, provide good and sufficient surety for the due fulfillment of the contract to the satisfaction of the GTA and such surety shall remain in force until the handing over of a final delivery certificate by the GTA;

28.2 In completing the form of surety hereto, the Tender/bidder shall clearly state which of the undermentioned forms of surety he/she shall adopt these are:

28.2.1 A cash amount;

28.2.2 A certified cheque from a registered bank drawn in favour of the GTA, which shall be deposited into the bank account of the GTA on receipt thereof;

28.2.3 A surety by any registered bank or financial institution acceptable to the Board and/or CEO to be jointly and severally bound with the Tender/bidder.

28.3 Unless otherwise provided for, the surety shall be as per the Policy of the GTA of the total value of the tender/bided price;

28.4 The cost of obtaining any such suretyship shall be borne by the Tender/bidder;

28.5 The liability under such suretyship shall terminate upon the issue of a final delivery certificate.

29. ACCEPTANCE-

29.1 Unless otherwise specified in the invitation to tender/bid, this tender/bid shall remain open for acceptance for a period of ninety (90) days from the date on which tender/bids are due and during this period the Tender/bidder shall agree not to withdraw his/her tender/bid or impair or derogate from its effect;

29.2 The Authority shall publish the names of all tender/bidders that submitted tender/bids on the GTA website within ten (10) days after closure of the advertised tender/bid for thirty (30) days. The information shall contain where practical the total price and preference claimed by the respective tender/bidders;

29.3 The written approval of this tender/bid by the GTA, by way of letter of acceptance, shall constitute a contract binding on both parties;

29.4 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

30. PRICE-

The price quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes including VAT.

31. GOVERNMENT PRICE CONTROL-

31.1 Where the price of any item place on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the tender/bid was submitted, be subject to a like increase or decrease as the case may be.

31.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.

31.3 Tender/bidders shall, where appropriate, submit with their tender/bid, details of present controlled prices. Failure to do this shall render the tender/bid liable to rejection on the grounds of being incomplete.

31.4 Any subsequent claims for increases in the tender/bid prices shall be substantiated by documentary proof acceptable to the Board and/or CEO.

32. PAYMENT-

32.1 Payment shall be made within thirty (30) days after the goods are supplied and invoiced. The GTA may deduct any sum due to it by the Tender/bidder under any of the provisions of this contract from any due by the Tender/bidder.

32.2 Notwithstanding the foregoing, or as provided for in the Schedules, the Tender/bidder shall be entitled to receive interim progress payments which shall be based on progress payment certificates issued.

33. MAINTENANCE-

33.1 The Tender/bidder shall guarantee all goods for a period of twelve (12) months, or such other period set out in the specifications in this contract, commencing immediately upon the taking over of the goods;

33.2 During this period it shall be the responsibility of the Tender/bidder , at his/her own expense and when called upon to do so in writing by the CEO in concurrence with the Board, to rectify any defects of whatever nature which may become apparent under proper use arising from faulty materials and from faulty design or workmanship;

- 33.3 If it comes necessary for the Tender/bidder to replace or renew any defective portions of the goods under any subsections of this clause, the provisions of this clause shall apply to the portions of the goods so replaced or renewed until the expiration of six (6) months from the date of such replacement or renewal or until the end of the abovementioned period of twelve (12) months, which ever may be the latter.
- 33.4 If any defects are not remedied within a reasonable time, the GTA may proceed to do the work at the Tender/bidder's risk and expense, but without prejudice to any other rights which the GTA may have against the Tender/bidder in respect of such defects.

34. INSURANCES-

- 34.1 Notwithstanding anything contained elsewhere in this contract and without limiting the Tender/bidder's obligations, liabilities or responsibilities in terms of the contract in any way whatsoever including but not limited to the provision by the Tender/bidder of any insurances, the GTA shall effect and maintain for the duration of the contract until the issue of the final delivery certificate, the following insurances in the joint names of the GTA and the Tender/bidder (including all subcontractors):
- 34.1.1 Insurance of the works;
- 34.1.2 Public liability insurance;
- 34.1.3 SASRIA.
- 34.2 The insurances effected by the GTA shall be subject to terms, provisions, limitations, exceptions and conditions generally found in such insurances for similar contracts.
- 34.3 The GTA shall be free to effect at its own cost any additional insurance which it deems necessary in its own interest to cover any loss or damage not insured in terms of the insurance policies listed above;
- 34.4 The Tender/bidder and subcontractors shall be free to effect and maintain at their own cost any additional insurance which they deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the GTA;
- 34.5 The submission of a tender/bid shall be construed as an acknowledgement by the Tender/bidder that he/she is satisfied with the insurance cover effected by the GTA:
- 34.6 The Tender/bidder shall give, and shall ensure all subcontractors comply with, all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Tender/bidder;
- 34.7 The Tender/bidder shall be liable for the amount of any deductible/s in respect of claim made by the Tender/bidder or subcontractor under the insurances effected by the GTA.

34.8 Any moneys which become payable as a result of a claim under the insurance effected by the GTA in the joint names of the GTA and the Tender/bidder shall be paid to the GTA but this shall in no way affect the Tender/bidder's obligations in terms of the contract.

34.9 The Tender/bidder is responsible to insure all plant owned, leased or hired by him/her and which is brought on to the site.

35. LIABILITY OF THE TENDER/BIDDER-

All the liabilities of the Tender/bidder towards the GTA in terms of this agreement shall be joint and several.

36. DURATION-

Unless otherwise provided for in this contract, this agreement shall become effective on the signature date and each provision hereof shall, unless it expressly stipulates that it applies only for a limited period, continue to be of force and effect between the parties until the contract is duly terminated on the termination date.

37. INTELLECTUAL PROPERTY-

37.1 The Tender/bidder shall immediately disclose to the GTA all discoveries, improvements, designs and trade marks, made, developed or conceived by him/her, whether alone or in conjunction with others, in the course of the due performance of his contract.

37.2 The Tender/bidder hereby cedes and assigns to the GTA, unconditionally and free of consideration, all his/her rights in and to those discoveries, inventions, improvements, designs and trade marks, which shall be and remain the property of the GTA alone. The GTA's rights shall include the right to have formal registration in its name of all the rights referred to herein.

37.3 In so far as may be necessary, the Tender/bidder hereby unconditionally assigns to the GTA the copyright in all present and future works eligible for copyright (including, without limitation, software programmes of which he/she may be the sole author or co-author) if such works were or are created, compiled, devised or brought into being during the course and scope of the contract with the GTA. No consideration shall be payable by the GTA to such Tender/bidder in respect of this assignment.

38. CONFIDENTIALITY-

38.1 It is recorded that the Tender/bidder, by virtue of his/her association with the GTA, shall become possessed of and shall have access to confidential information belonging to the GTA including, but without limiting the generality of the foregoing, the following matters:

- 38.1.1 the contractual and financial arrangements between the GTA and other Sub-Contractors;
  - 38.1.2 the GTA's financial matters;
  - 38.1.3 all other matters which relate to the GTA's business and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 38.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:
- 38.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;
  - 38.2.2 it comes or came into the possession of the Tender/bidder other than by virtue of the Tender/bidder's relationship with the GTA.
- 38.3 Having regard to the facts recorded above, the Tender/bidder undertakes that in order to protect the proprietary interest of the GTA in the confidential information-
- 38.3.1 he/she shall not during the period that he/she is a Contractor or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the GTA or as may be required to comply with any law or to enforce the Tender/bidder's rights in terms of this contract;
  - 38.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the GTA. Such property of the GTA shall be surrendered to the GTA on demand and in any event on the termination date and the Tender/bidder shall not retain any copies thereof or extracts there from.

39 BREACH-

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

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

40. DISPUTE MEDIATION & ARBITRATION-

40.1 If a dispute arises out of or relating to this contract, or the breach, termination, validity or subject matter thereof, or as to any claim in delict or pursuant to any domestic or international statute or law, the parties to this agreement and to the dispute expressly agree to endeavour in good faith to settle the dispute by mediation administered by INDEPENDENT MEDIATION SERVICES OF SOUTHERN AFRICA ["IMSSA"] - or such other appropriate body as the parties may agree upon in writing and within sufficient time as to comply with the time periods set out herein - before having recourse to arbitration.

40.2 A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute;

40.3 On receipt of the notice specified above, the parties to the dispute must within seven (7) days of receipt of the said notice seek to resolve the said dispute;

40.4 If the dispute is not resolved within seven (7) days or within such further period as the parties agree in writing then the dispute is to be referred to IMSSA or such other body as is contemplated sub paragraph (1) above;

40.5 In the absence of an agreement to the contrary, the mediation shall be conducted in accordance with the IMSSA guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are hereby deemed to be incorporated;

40.6 In the event that the dispute has not been settled within twenty-eight (28) days or such other period as is agreed to in writing between the parties hereto after the appointment of the mediator the dispute shall be referred to arbitration (administered by IMSSA or such other body) and conducted in accordance with guidelines of the ARBITRATION FORUM OF SOUTHERN AFRICA which are hereby deemed incorporated.

40.7 The arbitrator shall not be the same person as the mediator;

40.8 This clause shall not expire at the termination date;

40.9 Notwithstanding anything to the contrary in this clause but subject to the time frames described in the subsections to this clause, the parties may agree on alternative mediation or arbitration processes the terms of which agreement shall be in writing.

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41. PUBLICITY-

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

42. AMENDMENT OR VARIATION OF THIS AGREEMENT-

No addition to, variation or agreed cancellation of this agreement shall be binding upon the parties unless reduced to writing and signed by or on behalf of the parties.

43. SEVERABILITY OF THE CONTRACT TERMS-

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

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

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

44. WAIVER OF RIGHTS-

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

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

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

45. CESSION OF RIGHTS-

- 45.1 Save as is otherwise expressly stipulated in this agreement, this agreement is personal to the parties;
- 45.2 No party may cede, delegate or assign any of its rights or obligations in terms of this agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

46. DOMICILE AND NOTICES-

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

## 46.1.1 THE GTA

Physical-	124 Main Street Johannesburg
Postal	-PO Box 155 Newtown 2113
Fax	--+27 (0)11 832 2780 / 639 1600
Tel	--+27 (0)11 832 2781 / 639 1700

## 46.1.2 [THE TENDER/BIDDER/CONTRACTOR]

Physical	-
Postal	-
Fax	-
Tel	-

- 46.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Poste Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

46.3 Any notice given or any payment made by any party to any other ("addressee") which is-

46.3.1 delivered by hand between the hours of 09h00 and 16h00 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;

46.3.2 posted by registered post to the addressee's postal domicile for the time being shall be presumed to have been received by the addressee on the fourteenth day after date of posting.

46.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.

46.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.

46.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

47. TOTALITY OF AGREEMENT-

This agreement plus attachments constitutes the record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied

term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

48. APPLICABLE LAW-

This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved, the Magistrate Court for the district of Johannesburg shall have jurisdiction in respect of any action whatever arising from this contract.

**SCHEDULE 5****REQUIRED TECHNICAL SPECIFICATIONS: (to be completed in detail by GTA)**

Whilst the exhibition stand should be of high quality it should also reflect what Gauteng has to offer as a destination –please refer and study Annexure A, attached hereto.

The stand dimension will vary from exhibition to exhibition, but should all meet the following criteria:

- High tech
- Modular
- Custom design
- Should be customizable for different shows
- Demonstrate value for money

**ADDITIONAL SERVICES**

The successful contractor should be in a position to provide the following services:

- Conceptualize and design
- Erection of the stand
- Dismantling the stand
- Décor (i.e. supply of plants, flowers, signage, images, furniture, etc) of required
- Storage of stand
- Transportation of stand
- Public Liability insurance
- Project management
- Liaison with GTA Destination Marketing

**SCHEDULE 6**

**TENDER ADJUDICATION CRITERIA:**

- **Annexure A:** Detailed specification of the Stand design (creativity, safety, functionality, flexibility, modular, quality);
- **Annexure B:** Acceptance of Tender/bid/ Tender Conditions –Schedule1 to 4
- **Annexure C:** Detailed Breakdown of Total Costs and Standard Services (including transportation, insurance, public liability insurance and demonstration of good project management)
- **Annexure D:** Formal registration of company with Registrar of Companies (including expertise in the exhibitions industry and list of references);
- **Annexure E:** Declaration of Interest;
- **Annexure F:** Tax clearance certificate valid for 12 months

**The GTA will also consider over and above details on schedule 5 and good standing with Treasury**

**ANNEXURE E****DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
  
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:  
 .....  
 .....  
 .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Peral Number

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder