



BID NUMBER: LTA001-26/27

APPOINTMENT OF A PANEL OF COMPANIES FOR THE DESIGN AND CONSTRUCTION OF EXHIBITION STANDS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

NO PAYMENT IS REQUIRED FOR THIS BID. BEWARE OF SCAMS.

The following conditions will apply:

- 1) Price offer to be valid for 120 days from the closing date of the bid.
- 2) Price(s) quoted must be firm and inclusive of VAT.
- 3) The bid will be evaluated in terms of the administrative compliance, functionality and the 80/20 preference point system as prescribed in the Preferential Procurement Regulations (2022) and for this purpose the enclosed forms SBD 1, SBD 3.1, SBD 4, & SBD 6.1, must be scrutinized, completed and submitted together with your bid.
- 4) The successful bidder will be the one scoring the highest points in terms of the Preferential Procurement Regulations (2022).

| | | |
|---|---|--|
| <p>ISSUED BY:</p> <p>THE CHIEF EXECUTIVE OFFICER LIMPOPO TOURISM AGENCY P.O. BOX 2814 POLOKWANE 0700</p> <p>Tel: (015) 293 3600 Fax: (015) 293 3651</p> | <p>CONTACT PERSON</p> <p>JERRY MAMABOLO (SPECIFICATION)</p> <p>Contact No: 082 566 4330</p> <p>E-mail: jerrym@golimpopo.com</p> | <p>CONTACT PERSON</p> <p>SEWELA NYAKA (SCM PROCESS)</p> <p>Contact No:066 039 0295</p> <p>E-mail: sewelan@golimpopo.com</p> |
|---|---|--|

Name of Bidder: _____

BID AMOUNT: R _____

BID AMOUNT IN WORDS:

| | |
|---|--|
| <p>COMPULSORY BRIEFING SESSION:</p> <p>DATE: 18 MAY 2026 TIME: 10:00AM VENUE: MICROSOFT TEAMS (VIRTUAL) Join: https://teams.microsoft.com/meet/315680028359704?p=ZgF9f1nEo8YmqntlAT Meeting ID: 315 680 028 359 704 Passcode: 435mz6aM</p> | <p>CLOSING DATE: 05 June 2026</p> <p>TIME: 11H00</p> |
|---|--|

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SBD 1

**PART A
INVITATION TO BID**

| | | | | | |
|--|---|---------------|---|-------------------------------|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | |
| BID NUMBER: | LTA001-26/27 | CLOSING DATE: | 05 JUNE 2026 | CLOSING TIME: | 11H00 |
| DESCRIPTION | APPOINTMENT OF A PANEL OF COMPANIES FOR THE DESIGN AND CONSTRUCTION OF EXHIBITION STANDS FOR A PERIOD OF THIRTY-SIX (36) MONTHS. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| ERF 92/688 PORTION 2 | | | | | |
| SOUTHERN GATEWAY EXT 4 | | | | | |
| N1 MAIN ROAD | | | | | |
| POLOKWANE | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | MS. SEWELA NYAKA | | CONTACT PERSON | MR JERRY MAMABOLO | |
| TELEPHONE NUMBER | 066 039 0295 | | TELEPHONE NUMBER | 082 566 4330 | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | sewelan@golimpopo.com | | E-MAIL ADDRESS | jerrym@golimpopo.com | |
| 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 | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | 2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |

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| | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 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 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

| |
|--|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p> |

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

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TERMS OF REFERENCE/SPECIFICATIONS

APPOINTMENT OF A PANEL OF COMPANIES FOR THE DESIGN AND CONSTRUCTION OF EXHIBITION STANDS FOR A PERIOD OF THIRTY-SIX (36) MONTHS. INTRODUCTION

1. INTRODUCTION

Limpopo Tourism Agency is a schedule 3c entity mandated in terms of Limpopo Tourism Act of 2009, as amended, to amongst other things to promote and offer a sustainable and diverse tourism experience through strategic marketing (destination marketing) and support and facilitate tourism, trade and investment development programmes, collaborations with stakeholders and sectors transformation.

2. PURPOSE

The invitation to bid is intended to secure services of a service provider with a capacity to design and construct exhibitions stands on behalf of Limpopo Tourism Agency.

3. SPECIFICATIONS FOR THE BID: DESIGN AND CONSTRUCTION OF EXHIBITION STANDS

Service providers are required to provide a comprehensive proposal on design and construction of exhibition stands which will position and market a representative tourism and travel offering of the Limpopo Province. The LTA will book and pay for exhibition space in tourism exhibition and events. The Service provider is then required to design and construct the stand as per requirements from the LTA. The contract is for a period of thirty-six (36) months upon the date of signing.

The following constitute the main areas of delivery:

- I. Develop, design and build the LTA exhibition stands as per the concept and the requirements of the client.
- II. Provide LTA with a turn-key solution to exhibitions and shows.
- III. Pay attention to the brand manual guidelines as per the marketing needs of the Limpopo Tourism Agency.
- IV. Provide LTA with the floor plan as part of the design and execution plan of the stands per exhibition.
- V. Provide rate price for the square meters (m²) to be charged per consumer and trade exhibition stand which will increase annually.
- VI. Facilitate hospitality services during exhibitions/shows for the duration as some venues offer exclusive deals.
- VII. All infrastructure will need to comply with all relevant laws and regulations including engineer safety certificate and public liability compliance.

- VIII. Use materials that represent the locality and sustainability (environmentally sensitive material to be used with a bias on the heritage and cultural elements of the province).
- IX. The appointed service provider should familiarize themselves with all the show/exhibition rules regarding safety, compliance and the several competition rules that apply to shows/exhibitions in order to position the agency (LTA) as a possible winner of these competitions and awards.

4. STANDS APPEARANCE

The stand of each exhibition should be inviting, attractive and colourful with large visual graphics which portray the characteristics of destination Limpopo. High resolution graphics and logos will be provided by Limpopo Tourism Agency for printing purposes and some of the images to be sourced from stock footage as and when necessary.

5. STAND REQUIREMENTS

- I. Each stand should be built in such a manner that it can be re-used. The service provider shall be responsible for erecting, dismantling and storage of the stand at and after every show/exhibition. Transportation and storage of stand material is to be included in the bid amount
- II. Collection and transportation of LTA promotional materials, branding to the events when necessary.
- III. The stand to include placement of furniture and appropriate décor.
- IV. The design must be open plan and free flowing.
- V. The exhibition space at trade shows/exhibitions is dependent on availability. LTA has the right to choose the appropriate stand based on space availability at the mentioned shows/exhibitions.
- VI. Over and above the mentioned shows, where LTA is required to participate the service provider will be engaged based on the contract. There may be added requirements which will be shared with stand builder based on the m².

6. APPOINTMENT AND CONTRACTING PROCESS

The following principles consistent with the relevant supply legislation and the needs of the client will be applied when appointment is done.:

- I. The LTA will enter into a service level agreement with the appointed service provider for the provision of the required services.
- II. Proven knowledge, experience and expertise within the stand design and construction sector.
- III. Proven technical knowhow and capacity to deliver within a short space of time when ever required.

- IV. Experience and track record of the service provider including portfolio of evidence (tourism and trade related exhibitions) should be submitted and will be taken into account when the appointment is done.
- V. The service provider must demonstrate capacity in terms of infrastructure and personnel to deliver on their contractual obligations.
- VI. Experience in leveraging small budgets
- VII. Performance and excellence driven
- VIII. Monitoring and evaluation skills

1. CONDITIONS OF APPOINTMENT OF THE PANEL OF COMPANIES

- The Entity will appoint the first two (02) qualifying (in terms of the evaluation criteria) companies to the panel.
- The companies will be used on a rotational basis.
- For the purpose of fairness and “*levelling the playing field*”, The Entity will offer the companies the average rate of the qualifying companies, i.e., All the qualifying companies offered rates will be added together, and then divided by two (the number of the companies on the panel) to come up with a final uniform rate.
- The appointed companies will enter into a Service Level Agreement with LTA
- LTA may negotiate rates with the recommendable bidders.



“FORM B”

EVALUATION CRITERIA

CRITERIA - MANDATORY REQUIREMENTS

i. MINIMUM REQUIREMENTS

Bidders must comply with all the minimum requirements as listed below. Failure to comply with or submit any of the supporting documentation listed below will result in your bid being disqualified.

| ITEM DESCRIPTION | | Please indicate with an “X” to offer complies with the requirements | | |
|------------------|---|---|----|---------|
| | | YES | NO | Comment |
| (a) | Bidder must complete and sign the bid forms in full | | | |
| (b) | Bidder must be registered on Central Database System (CSD) | | | |
| (c) | Proof of Registration with EXSA (Exhibition Association of Southern Africa) | | | |
| (d) | Bidder attended the compulsory briefing session | | | |

ii. EVALUATION METHODOLOGY

- The Limpopo Tourism Agency reserves the right to accept all, some, or none of the bids submitted - either wholly or in part - and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Agency or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Agency.

PLEASE NOTE

- A. the bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- B. the bidder has not:
 - i. abused the Supply Chain Management System; or
 - ii. failed to perform on any previous contract and has been given a written notice to this effect;

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- C. All corrections and scratching are initialled;
- D. Completion of the bid document using pencil not allowed, **BID DOCUMENT TO BE COMPLETED IN BLACK INK**;
- E. Scratching are done by putting a straight line through the corrected items;
- F. **THE USE OF CORRECTION FLUID WILL AUTOMATICALLY INVALIDATE YOUR BID**;
- G. Alterations to the bid document or submission of a copy of the original bid document will invalidate the bid;
- H. **The Limpopo Tourism Agency may cancel a contract awarded to a person if:**
- The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- I. **The Limpopo Tourism Agency may reject the bid or quote of any person if that person or any of its directors has:**
- i. Failed, during the last five years, to perform satisfactorily on a previous contract with the Limpopo Tourism Agency or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - ii. Abused the supply chain management system of the Agency or have committed any improper conduct in relation to this system;
 - iii. Been convicted of fraud or corruption during the past five years;
 - iv. Wilfully neglected, reneged on or failed to comply with any government, or other public sector contract during the past five years; or
 - v. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

The bid evaluation process shall be carried out in three Phases namely:

- Phase 1 : Administrative Compliance
- Phase 2 : Evaluation on Functionality
- Phase 3 : Evaluation in terms of Price and Preference Point Systems in

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accordance with the Preferential Procurement Regulations 2022.

PHASE 1: ADMINISTRATIVE COMPLIANCE (Submission of compulsory documents by bidders and compliance to specification.)

The first phase of evaluation is checking and verification of all mandatory documents to be submitted by the bidders and compliance to specification.

If any of the following Bid Forms are not completed and signed or handed in with your proposal on closing date and time, your proposal will be immediately disqualified.

- **SBD 1** (Invitation to Bid) Make sure it is completed and signed.
- **SBD 3.1** (Pricing Schedule) Make sure it is completed.
- **SBD 4** (Bidder’s Disclosure) Make sure it is completed and signed. **(Failure to disclose any other companies involved in will result in disqualification).**

If the following Bid Form is not completed/attached, the bidder will forfeit points for specific goals:

- **SBD 6.1** (Preference Points Claim Form) Make sure it is completed and signed.

Bidders are required to comply with the bidder requirements mentioned above.

Bidders that do not comply with the bid requirements may be regarded as non-responsive and may be disqualified.

PHASE 2 : FUNCTIONALITY

The assessment on functionality will be done in terms of the evaluation criteria and minimum threshold as specified. The minimum qualifying score for functionality is **70%** as set out below.

Bidders who fail to achieve the minimum qualifying score on functionality will be disqualified for further evaluation of price and specific goals.

Functionality assessment should be allocated as follows:

| | | |
|--|-------------------------------|--|
| | FUNCTIONALITY CRITERIA | |
|--|-------------------------------|--|

| COMPONENTS | | Points Awarded | |
|------------|--|--|-----------|
| A | FINANCIAL ABILITY | | 30 |
| | <ul style="list-style-type: none"> • R 2 000 001 and above • R 1 000 001 - R 2 000 000 • R 500 001 - R 1 000 000 • R 200 001 - R 500 000 • R 100 001 - R 200 000 • Below R100 000 or no submission of financial information or letter with no amount. <p>Bidders must attach:</p> <ul style="list-style-type: none"> • Letter of intent from NCR (National Credit Regulator) accredited financial institutions to provide funding (<i>letter must be signed and not older than three months</i>), <u>or</u> • proof of overdraft facility in the name of business (<i>Bank letter must be signed and not older than three months</i>), <u>or</u> • Proof of company capability to self-fund (i.e. <i>stamped bank statement not older than three months</i>). | 30 20 10 08 05 0 | |
| B | COMPANY'S EXPERIENCE | | 40 |
| | <div style="border: 1px solid black; padding: 5px;"> <p>Bidder's proven competency in the design and construction of exhibition stands.</p> <ul style="list-style-type: none"> • 5+ years • 1 - 4 years • Less than 1 year experience • No proof of experience </div> <p>REFERENCES</p> <div style="border: 1px solid black; padding: 5px;"> <p>Signed reference letters on valid letterheads that proves experience of the organisation in the design and construction of exhibition stands.</p> <ul style="list-style-type: none"> • More than three reference letters • Three reference letters • Less than three reference letters </div> | 20 10 02 00 20 10 00 | |
| D | PROVEN TRACK RECORD OF SIMILAR PROJECTS (DESIGN AND CONSTRUCTION OF EXHIBITION STANDS) | | 30 |
| | <ul style="list-style-type: none"> • R2 000 000 or more • R1 000 000 - R1 999 999 • R500 000 - R999 999 | 30 20 10 | |

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| | | | |
|--|---|----------|--|
| | <ul style="list-style-type: none"> • Less than R500 000 • No proof of projects executed provided <p>Means of Verification: Appointment letters and/or purchase orders, accompanied by reference letters (which must state the value of the project).</p> | 05 00 | |
|--|---|----------|--|

NB: All bidders who score less than 70% of 100% on functionality will not be considered for further evaluation on Price and specific goals.

PHASE 3 : EVALUATION IN TERMS OF PRICE AND PREFERENCE POINT SYSTEMS

Only bids that achieve the minimum qualifying score/percentage for functionality will be evaluated further in accordance with the 80/20 preference point system prescribe in Preferential Procurement Regulations, 2022.

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.

When calculating prices:

- a) Unconditional discounts will be taken into account for evaluation purposes; and
- b) Conditional discounts will not be taken into account for evaluation purposes but would be implemented when payment is affected.

The formulae to be utilized in calculating points scored for price is as follows:

80/20 preference point system formula will be used to calculate the points for price of quotations/tenders with the rand value equal to or below R50 million

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

A maximum of **20 points** will be awarded in accordance with the table below, for quotations from R0 to R50 000 000:

| NO | DESIGNATED GROUP | SPECIFIC GOALS (20 POINTS) |
|-----------|--------------------------------|---------------------------------------|
| 1 | Black People | 4 |
| 2 | Youth | 4 |
| 3 | Women | 4 |
| 4 | Persons with Disability | 4 |
| 5 | Military Veterans | 4 |

- a. The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price.
- b. A specific goal will be allocated according to the percentage of ownership in the company (e.g., if black people own 50% of the company, the points for the specific goal will be **2**, i.e. $50/100 \times 4 = 2$).
- c. Only the tender with the highest number of points scored will be selected.
- d. Limpopo Tourism Agency reserves the right not to award the bid.
- e. CSD report will be used as a means of verifying the specific goals.
- f. A medical certificate is required in order to claim points for persons with disability.
- g. Confirmation of registration on the National Military Veterans Database of the Department of Military Veterans is required to claim points for military veterans.



SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

PRICING SCHEDULE

ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

I/We _____

(Full name of bidder) the undersigned in my capacity as _____

Of the firm _____

Hereby offer to Limpopo Tourism Agency to render the services as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Limpopo Tourism Agency and subject to the conditions of tender, for the amounts indicated hereunder:

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

| DESCRIPTION | YEAR 1 | YEAR 2 | YEAR 3 |
|---|--------------------------------------|--------------------------------------|--------------------------------------|
| | RATES PER m ² (Incl. VAT) | RATES PER m ² (Incl. VAT) | RATES PER m ² (Incl. VAT) |
| | R | R | R |
| Design and Construction of Trade and Consumer Exhibition Stands | | | |
| TOTAL BID AMOUNT (Y1, Y2 & Y3) | R | | |

Limpopo Tourism Agency may negotiate rates with recommendable bidders.

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Company Name: _____

Contact Person: _____

Contact Number(s): _____

Email Address: _____

Signature of Bidder: _____

Date: _____

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BIDDER'S DISCLOSURE

SBD 4 FORM

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

| | | |
|--|--|--|
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.5 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

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3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is

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applicable, corresponding points must also be indicated as such.

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| Black People | | 4 | | |
| Youth | | 4 | | |
| Women | | 4 | | |
| Persons with Disability | | 4 | | |
| Military Veterans | | 4 | | |
| | | | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

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 GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposes 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 direct from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unload in the specified store or depot 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 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 supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts

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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 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 bidders 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 subcontractors) and which costs are inclusive of the 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 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 organisation purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the special Conditions of Contracts.
- 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 hand-written in ink or any form of electronic or mechanical writing.

2. Application

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- 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 usually published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X 85, Pretoria 0001, or accessed locally from www.treasury.gov.za.

4. Standards

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

5. Uses of contract documents and information inspection

- 5.1 The supplier shall not, without the purchase'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 SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for 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 contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

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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 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 analysed 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 supplier's 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 good as is required to prevent their damaged 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 subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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 damaged incidental to manufacture or acquisitions, transportation, storage and delivery in the manner specified SCC.

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12. Transportation

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

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 the 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 supplies 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 services 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 Price 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, supplier, that this election shall not relieve the supplier of any warranty obligations under the contract; warranty
- (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

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- 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 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 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 the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified 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 payments 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 fulfilment 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 Payments 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

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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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

22. Delays in the supplier's performance

21.1 Delivery of 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 time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 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.

21.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quantity and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods not 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;
- (c) If the supplier, in the judgement 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.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restrictions penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) The name and address of the supplier and/or person restricted by the purchaser;
- (ii) The date of commencement of the restriction;
- (iii) The period of restriction; and
- (iv) The reasons for the restriction.

The details will be loaded in the National Treasury's central database of suppliers prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or rendered 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 clause 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.

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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

21.1 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. Limitation of liability

28.1 Except in case of criminal negligence or wilful 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 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 laws

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 services 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 by the South African Revenue Services.

33. National Industrial Participation Programme (NIPP)

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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 Competitive 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 an item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor (s) for a period not exceeding ten (10) years and / or claim damage from the bidders(s) or contractor(s) concerned.