



SOUTH AFRICAN TOURISM

GENERAL TENDER CONDITIONS

AND

TENDER - REQUEST FOR PROPOSALS

Tender no SAT Australia 002/18

Description of the bid: In country Integrated PR & Marketing Services Agency

Date issued: 6 April 2018

Tender due date: 30 April 2018 (12h00)

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)

WHERE APPLICABLE, THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

INDEX		Page
1	INTRODUCTION	3
2	CLOSING DATE	3
3	TENDER DOCUMENTS MARKING	3
4	CONTACT AND COMMUNICATION	4
5	SECURITY AND INTERGRITY CLEARANCE	5
5.1	FALSE INFORMATION	5
5.2	VAT, DUTIES AND OTHER TAXES	5
6	SPECIAL CONDITION	5
6.1	TENDER SECURITY	5
6.2	DOWNSCALING OF WORK	5
6.3	VALIDITY PERIOD	6
6.4	COMPLETENESS OF THE SOLUTION	6
6.5	CONTRACTUAL IMPLICATIONS	6
6.6	CONDITIONS OF PAYMENT	6
6.7	QUALITY ASSURANCE	7
6.8	INTELECTUAL PROPERTY RIGHTS	7
6.9	AWARDING OF CONTRACT	7
7	TERMINATION OF CONTRACT	7
8	PROPOSAL SUBMISSION	8
8.1 - 8.9	ANNEXURE TO TENDER REQUEST FOR PROSAL	8
9	ANNEXURE A - DETAIL SEPCIFICATION OF GOODS AND SERVICES	10
9.7	ALLOCATION OF PREFERENTIAL POINT SYSTEM - EVELUATION METHOD	13
10	ANNEXURE B : COMPANY INFORMATION	19
11	ANNEXURE C : DETAILED BREAKDOWN OF TOTAL COST AND STANDARD SERVICES	22
12	TIME FRAMES	22
13	ANNEXURE D : ACCEPTANCE OF GENERAL TENDER CONDITIONS OF SOUTH AFRICAN TOURISM	23
14	ANNEXURE E : DECLARATION OF INETEREST FOR TENDERS	25
15	ANNEXURE F : TENDER EXTERPRISE DECLARATION AFFIDAVIT	26
16	ANNEXURE G : NATIONAL TREASURY CENTARLISED SUPPLIER DATABASE	29
17	ANNEXURE H : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	30
18-19	ANNEXURE I : CERTIFICATE OF INDEPENDENT BID DETERMINATION	32

1. INTRODUCTION

South African Tourism Board (SA Tourism) was established by section 2 of the Tourism Act No 72 of 1993 and continues to exist in terms of section 9 of the new Tourism Act No 3 of 2014. SA Tourism is a schedule 3 A Public Entity in terms of schedule 3 of the Public Finance Management Act 1 of 1999.

The mandate of SA Tourism in terms of the Tourism Act is to provide for the development and promotion of sustainable tourism for the benefit of the Republic, its residents and its visitors. It is common cause that tourism is a key strategic industry in terms of National Tourism Sector Strategy documents as it supports government objectives of alleviating the triple challenges of unemployment, poverty and inequality.

The scope of SA Tourism's business includes three distinct areas of business focus and delivery, with different target markets and segments:

- I. International Leisure tourism (travel trade and consumer); and Domestic leisure tourism (travel trade and consumer)
- II. Business events through the delivery unit the South African National Convention Bureau (Meetings, Incentives, Conferences, Exhibitions);
- III. Quality assurance of tourism establishments through the delivery unit the Tourism Grading Council of South Africa.

As a South African Government agency operating in Australia, our organisation is bound to operate within the confines of the Public Finance Management Act (PFMA) of The Republic of South Africa which have been established to secure transparency, accountability, and sound management of the revenue, expenditure, assets and liabilities of all South African Government Agencies.

Compliance to the regulations of the Public Finance Management Act (PFMA) forms part of our annual audit review by the Auditor General of South Africa at which time we have to prove that all of our procurement processes took place within the prescriptions and provisions of the PFMA Act.

Section 217 of the Constitution of the Republic of South Africa, 1996, prescribes that goods and services must be contracted through a system that is fair, equitable, transparent, competitive and cost-effective where every potential supplier are given the opportunity to offer goods and services to South African Tourism when needed.

The submission of proposals will be in terms of this document. All information requested, must be supplied and all annexures completed, whether such information or annexure refers to the eventual tender or not. This information will form part of the eventual tender and must therefore be completed, as there will not be an opportunity to do so later. Thus it essential that the information supplied is both correct and true.

Prospective tenderers must periodically review our website for updated information or amendments with regard to tenders, prior to due dates at the following link:
<https://intranet.southafrica.net/searchcenter/pages/results.aspx?k=tender>

2 CLOSING DATE

The closing date for the submission of proposals is **12h00 on Monday 30 April 2018.**

No late submissions will be accepted. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

3 TENDER DOCUMENTS MARKING

- 3.1 Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept

the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.

- 3.2 Tenders must be completed in black ink where mechanical devices, e.g. typewriters or printers, are not used.
- 3.3 Tenderers will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- 3.4 **Each tender, including 1 original, 4 hard copies and 4 electronic copies, must be submitted in separate sealed envelopes (Please clearly mark which one is the original) with the following markings:**

Tender Number: SAT Australia 002/18

Description: In country PR & Integrated Marketing Services Agency

Closing date: 12h00 on 30 April 2018

Name of Company: (Tenderer)

Contact Person: (Tenderer)

- 3.5 Tenders should be hand delivered or couriered to the following address so as to reach the destination no later than the closing date and time:

Hand delivered to:	Couriered To:
Finance Manager Vikki Ma South African Tourism Suite 302, 117 York Street, Sydney NSW 2000	Finance Manager Vikki Ma South African Tourism Suite 302, 117 York Street, Sydney NSW 2000

- 3.6 Unless specifically provided for in the tender document, no tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.
- 3.7 All inquiries may be directed to: Finance Manager
 Ms Vikki Ma, Tel: 02 9261 5000
 Email: vikki@southafrica.net

4. CONTACT AND COMMUNICATION

- 4.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms. Vikki Ma via email vikki@southafrica.net and/or +61 2 9261 5000. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 4.2 The delegated office of South African Tourism may communicate with Bidder(s) where clarity is sought in the bid proposal.

- 4.3 Any communication to an official or a person acting in an advisory capacity for SA Tourism in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 4.4 All communication between the Bidder(s) and SA Tourism must be done in writing.
- 4.5 Whilst all due care has been taken in connection with the preparation of this bid, SA Tourism makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. SA Tourism, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 4.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by SA Tourism (other than minor clerical matters), the Bidder(s) must promptly notify SA Tourism in writing of such discrepancy, ambiguity, error or inconsistency in order to afford SA Tourism an opportunity to consider what corrective action is necessary (if any).
- 4.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by SA Tourism will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 4.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

5 SECURITY AND INTEGRITY CLEARANCE

All information documents, records and books provided by SA Tourism to any tenderer, in connection with the invitation to tender or otherwise, are strictly private and confidential. These will not be disclosed by any tenderer to any third party, except with the express consent of SA Tourism, which will be granted in writing prior to such disclosure. SA Tourism, however, reserves the right to disclose any information provided by any tenderer to any of the employees of SA Tourism for successful tenders.

A proposal for award will be rejected if SA Tourism determines that the supplier recommended for award, has engaged in corrupt or fraudulent activities in competing for the contract in question.

SA Tourism may require contractors to permit SA Tourism to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by SA Tourism.

5.1 FALSE INFORMATION

Should the Tenderer provide and/or provides SA Tourism intentionally or negligently with false and/or misleading information or intentionally or negligently omitted any material fact that may have rendered any statement made by the Tenderer misleading, in connection with this Tender Request for Proposal or supporting information or any subsequent requests for information and/or such misleading and/or false information and/or omission of any material fact induced SA Tourism in awarding the Tender and/or concluding any subsequent agreement shall entitle SA Tourism in its sole discretion forthwith to disqualify the Tenderer and/or to immediately terminate any agreements subsequently entered into without prejudice to any of the rights SA Tourism has in terms of such agreement and/or any law.

5.2 VAT, DUTIES AND OTHER TAXES

Prices must be quoted inclusive of VAT/GST and all other relevant taxes and duties (where applicable) and should be shown separately.

- 5.2.1 The full price under this tender must be quoted in the respective currency the bidder intends to operate

with i.e. Australian Dollar where SA Tourism will use the spot exchange rate at the time of bid closing to determine the South African Rand equivalent for comparative pricing purposes.

Foreign currency risks will for the bidders own account and should be considered when drafting financial proposals as these will not be re-considered nor renegotiated at a later stage by SA Tourism.

6 SPECIAL TENDER CONDITIONS

This tender and its acceptance will be subject to the terms and conditions described below.

SA Tourism is/will not be liable for any costs incurred in preparation and delivery of tenders.

All documents, samples and materials submitted as part of a tender becomes the property of SA Tourism, and yet in any event SA Tourism will not be liable for loss or damage to any documents, samples and materials submitted.

6.1 TENDER SURETY

SA Tourism requires no proposal surety, but tenderers should note the conditions set out below. However, SA Tourism reserves the right to review this position at contractual stages.

6.2 DOWNSCALING OF WORK

SA Tourism reserves the right to downscale the required services should the need arise. In such cases, SA Tourism will only downscale such services after every completed contractual period of 12 months. At least 3 months' notice of such downscaling will be provided to the successful bidder.

6.3 VALIDITY PERIOD

The tender proposal must remain valid for at least five (5) months after the tender due date. All quoted prices indicated in the proposal and other recurrent costs must remain firm for the period of the contract.

6.4 COMPLETENESS OF THE SOLUTION

The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.

Notwithstanding any possible shortcomings and / or inconsistency in the specifications, the tenderer must ensure that the solution offered will form a complete, cost effective and functional proposal for the whole project solution.

6.5 CONTRACTUAL IMPLICATIONS

The tenderer must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the tenderer or disqualify the proposal.

6.5.1 Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal (RFP) and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.

6.5.2 The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by SA Tourism.

6.5.3 Other than providing rights to SA Tourism, nothing in this Tender Request and tender response should be construed to give rise to SA Tourism having any obligations or liabilities whatsoever, express or implied.

6.5.4 The successful Tenderer shall only be entitled to render services and/or provide goods to SA Tourism

once a separate written contract, which should be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT". (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect), has been signed by both the Tenderer and SA Tourism, whereupon the Request for Proposal and tender response will cease to have force and effect.

6.5.5 The successful tenderer will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter into.

6.5.6 The terms and conditions of this Request for Proposal and any agreement entered into between SA Tourism and Tenderer as a result of a successful proposal by the Tenderer to this Request for Proposal (RFP) shall always be interpreted and subject to the laws of the Republic of South Africa and the jurisdiction of the South Gauteng High Court in Johannesburg. The terms and conditions of this sub-clause 5.5.6 shall survive any subsequent contractual provision or agreement attempting to evade, amend or nullify the said provisions of this sub - clause 5.5.6 to the Request for Proposal.

6.6 CONDITIONS OF PAYMENT

No service should be provided to SA Tourism in terms of this tender and no amount will become due and payable by South African Tourism before:

- a cost estimate has been provided by the service provider/supplier.
- an official purchase order has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order; and

Unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of an invoice or, in the case of civil claims, from the date of settlement or court judgment. This implies that amounts owing will be paid within 30 days from receipt of invoice if the goods, works or services were delivered to the satisfaction of SA Tourism.

Notwithstanding any provisions in this document, no payment will become due or payable unless the invoice is accompanied with:

- a statement, reconciling all monies already paid and still outstanding; and
- all relevant supporting documentation.

All invoices to be issued in the relevant currency in which the contract is done with SA Tourism (i.e. AUD). No GST or VAT may be levied on work that meets the criteria of an export.

Tenderer shall be responsible for any foreign exchange losses incurred due to currency fluctuations, without having any recourse whatsoever against SA Tourism for such loss.

6.7 QUALITY ASSURANCE

All services rendered by the Tenderer, its personnel, agents or sub-contractors will be subject to on-going evaluation to determine its effectiveness and will be so guaranteed for the full contract period by the Tenderer after acceptance by SA Tourism.

6.8 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, applicable to the awarded bidder, including, but not limited to, copyright, trademarks, design rights, patent rights and other similar rights in any works or products created as a result of the performance of contract by the successful bidder will vest in, and should be assigned to SA Tourism, unless specifically agreed otherwise, in the form of individual written Agreements signed by both parties.

6.9 AWARDING OF CONTRACT

Proven relevant experience and success, as well as the ability to deliver services required will be important considerations. By the submission of tender, each submitter warrants that he/she/it is highly

skilled, professional, competent and experienced in the area for which he/she has tendered. Any work performed by a successful tenderer will be evaluated.

The tenderer also warrants that the service provided will be of a superior standard, and is unlikely to cause undue difficulties.

The proposal may be awarded, in part or in full, at the sole discretion of SA Tourism, to one or more concerns on a non-exclusive basis. Proposals that are qualified by a tenderer's own conditions may be rejected as being invalid, and failure of the submitter to renounce such conditions when called upon to do so may invalidate the proposal.

SA Tourism may request clarification or additional information regarding any aspect of the proposal. The tenderer must supply the requested information within 24 hours after the request has been made, otherwise the tenderer may be disqualified. SA Tourism may also request a demonstration, and submitters must comply with such a request within 24 hours.

7 TERMINATION OF CONTRACT

SA Tourism reserves the right to curtail the scope of any tender awarded or to curtail any aspect of any tenderer. In the event of any such curtailment, the tenderer will have no claim against SA Tourism.

SA Tourism also reserves the right to terminate, in SA Tourism's sole discretion and without providing any reason for the termination, the award of any proposal to any party if such party breaches, on 2 or more occasions, any component of the Service Level Agreement to be signed by both the supplier and SA Tourism.

8 PROPOSAL SUBMISSION

All annexures must be completed in full, using the given numbering format. All attachments or references to attachments must be clearly marked and specific to information required. Compliance or Non-compliance with detailed information must be indicated per paragraph as per numbering format if there are additional and/or alternative products/services, options must be separately tendered for in the form of a separate proposal, and with a complete schedule describing deviations from specifications and technical brochures must be submitted where applicable.

Own conditions submitted by small, micro enterprises will be considered sympathetically by SA Tourism, however SA Tourism reserves the right to call upon the tenderer to renounce such conditions.

If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions will apply.

Companies who fail to adhere to the above requirements; risk being disqualified from the evaluation process.

ANNEXURES TO TENDER - REQUEST FOR PROPOSAL

8.1 ANNEXURE A: DETAILED SPECIFICATION OF GOODS & SERVICES

8.2 ANNEXURE B: COMPANY INFORMATION

An affidavit detailing the company structure, classification, sector, assets etc. of a firm is required. The affidavit provides vital information required to evaluate a tender e.g. the SMME/ HDI status of a firm may be ascertained from the information provided. It is therefore compulsory that the document be completed and stamped by a Commissioner of Oath.

No HDI/SMME information needs to be provided by legal entities registered outside the Republic of South Africa.

In the case of more than one party participating in a joint venture that jointly submit a tender for work, the information of all legal entities participating in the joint venture must be provided.

8.3 ANNEXURE C: DETAILED BREAKDOWN OF TOTAL COST AND STANDARD SERVICES

8.4 ANNEXURE D: ACCEPTANCE OF GENERAL TENDER CONDITIONS OF SOUTH AFRICAN TOURISM

8.5 ANNEXURE E: DECLARATION OF INTEREST FOR TENDERS

8.6 ANNEXURE F: TENDER ENTERPRISE DECLARATION AFFIDAVIT:

An affidavit detailing the company structure, classification, sector, assets etc of a firm is required. The affidavit provides vital information required to evaluate a tender.

8.7 ANNEXURE G: CHAMBER OF COMMERCE:

To demonstrate physical existence and legal compliance to the regulations and laws of we require a copy of your ABN issued in this respect.

8.8 ANNEXURE H: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This annexure serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The tender of any tenderer may be disregarded if that tenderer, or any of its directors have:

- Abused the institution's supply chain management system;
- Committed fraud or any other improper conduct in relation to such system; or
- Failed to perform on any previous contract.

8.9 ANNEXURE K : CERTIFICATE OF INDEPENDENT BID DETERMINATION

9. SA TOURISM BUSINESS UNITS AND COUNTRY OFFICES

SA Tourism executes a broad spectrum of segment-specific marketing activities and support activities throughout the world through its various Business Units.

Details of these are as follows:

1	Office of the CEO	Internal Audit
2	Chief Strategy Officer	Insights Analytics
3	Chief Corporate Services	Corporate Governance Corporate Communications and Stakeholder Relations Human Capital Information and Communications Technology
4	Chief Financial Officer	Financial Management Supply Chain and Asset Management Corporate Legal Services
5	Chief Conventions Bureau Officer	Meetings, Incentives, Conference & Events sales Exhibitions and Strategic Events Business Events development and Services Support
6	Chief Operations Officer	Embassy Liaison South Africa * Domestic Marketing Africa Angola West Africa * Europe South Europe Hub France * Spain Portugal Italy Central Europe hub

		<p>Germany *</p> <p>Austria</p> <p>Switzerland</p> <p>UK and Ireland Hub</p> <p>UK *</p> <p>Ireland</p> <p>North Europe Hub</p> <p>Netherlands *</p> <p>Belgium</p> <p>Nordics</p> <p>Americas</p> <p>North Americas Hub</p> <p>US *</p> <p>Canada</p> <p>South Americas Hub</p> <p>Brazil</p> <p>Argentina</p> <p>Chili</p> <p>Asia, Australasia, Middle East</p> <p>Australia and New Zealand Hub</p> <p>Australia *</p> <p>New Zealand</p> <p>Middle East</p> <p>India *</p> <p>Middle East</p> <p>South East</p> <p>Asia Pacific</p> <p>China *</p> <p>Japan *</p>
7	Chief Marketing Officer	<p>Brand and Marketing</p> <p>Global Trade Relations</p> <p>Global Public Relations and Communications</p> <p>Quality Assurance</p>

* SA Tourism operates physical offices

9 ANNEXURE A - DETAIL SPECIFICATION OF GOODS AND SERVICES

9.1 Background on South African Tourism

South African Tourism Board was established by section 2 of the Tourism Act No 72 of 1993 and continues to exist in terms of section 9 of the new Tourism Act No 3 of 2014. South African Tourism is a schedule 3 A Public Entity in terms of schedule 3 of the Public Finance Management Act 1 of 1999.

The mandate of the South African Board in terms of the Tourism Act is to provide for the development and promotion of sustainable tourism for the benefit of the Republic, its residents and its visitors. It is common cause that tourism is a key strategic industry in terms of National Tourism Sector Strategy documents as it supports government objectives of alleviating the triple challenges of unemployment, poverty and inequality.

9.2 Functionality: Scope of services / Terms of reference

South African Tourism (SAT) based in Sydney, Australia, is extending an invitation to reputable PR and Integrated Marketing Services agencies with good track records to submit proposals in a bid to be appointed, on a non-exclusive basis, to deliver PR and Integrated Marketing Services to SAT Australasia **for a period of 3 years, effective from 1st August 2018.**

Australia is the 7th largest long-haul source market for South Africa. SAT has identified 2 key traveller segments from Australia defined as the 'NSSAs' and the 'Wanderlusts' - with both segments skewing towards the more affluent with higher household income, and are generally well-travelled. These travellers have extensive international travel experience, seek variety at destinations and want to interact with the locals to learn more about the destination.

The 2 segments in summary:

Wanderlusts M25-39+:

- Wanderlusts travel to discover variety and enriching experiences. They are intelligent, well-rounded individuals with the eagerness to learn and explore new ideas. With a worldly attitude and a keen sense of adventure, they frequently travel for leisure and love the idea of traveling abroad. Although Wanderlusts can be unreceptive to organised tours, they desire a variety of activities when traveling, finding interest in discovering new cultures, understanding nature and trying foreign foods. Less concerned with the "must-haves" and luxury accommodations, Wanderlusts are destination seekers and are not bothered by barriers, including adapting to unknown languages. Single and seeking adventure, Wanderlusts have a strong desire to see the world and are not afraid to travel the unbeaten path alone. Majority are first timers to SA

Next Stop South Africa M55+:

- NSSAs travel to discover new frontiers and consumers grouped in the Next Stop South Africa category are highly interested in traveling for education and culture as well as heritage and shopping. When planning their trip, they're fairly travel agent dependant and looking for a more structured trip. They are driven to visit South Africa by the idea of safari and have been dreaming of a trip like this (even if they didn't realise it was to South Africa) for quite some time. Overall, they are well-travelled with a relatively high disposable income. When planning their trip, the most important attributes are the ability to engage in a variety of activities, ease of getting around, safety, and availability of good restaurants. When it comes to traveling to South Africa, they are lured by the natural beauty, culture, good restaurants, tourist attractions, and exciting game safaris.

Centre of Gravity between these two groups - ie the commonalities, are that they are:

- Well-travelled. Worldly.
- Independent
- Travellers, not tourists
- Travel is state of mind for them. They are global citizens for whom travel is an essential part of their everyday lives.
- They travel to expand their knowledge and to evolve (it keeps them interesting).
- They want to engage the destination, not see it at arm's length.
- They seek out interesting and high-quality experiences.
- They like to make their own decisions and maintain a sense of control over their destiny.

9.2.1 Market Challenge:

While South Africa performs well on the attributes of wildlife and scenic beauty, the number one need for a leisure destination is safety and security and we perform significantly below average on this. This is driven by negative WOM of the many South Africans expats living in Australia as well as negative press. This proves the most significant barrier to travel and prevents the destination from appearing as the fun, friendly experience this market is looking for.

Further to this Australians strongly desire value for money and a destination which is easy to get around - all of which we perform below average on.

Unfortunately there isn't the emotional connection with the destination to overcome these hygiene issues. To address this insight "Meet South Africa" was borne as the overarching global campaign. At a country-level our role is to localise and execute this campaign in market.

Our ongoing communications objectives in this market environment are to 1. Strengthen positivity 2. Build consideration 3. Encourage people to seek information on the destination.

Through this tender, South African Tourism expresses the need for a PR and Integrated Marketing Services agency that address the above mentioned 2 core segments to increase positivity and a desire to visit South Africa and book now.

The tender responses/proposals to South African Tourism must identify how best to position the destination "South Africa" in Australia and New Zealand and outline a multi-year integrated communication strategy including PR and social media to engage Australian and New Zealand travellers.

9.2.2 SAT is measured against the following objectives which should also be addressed by the agency:

- a) Increase in tourist volumes;
- b) Increase in tourist spend;
- c) Improve seasonality patterns;
- d) Increase length of stay;
- e) Promote transformation; and
- f) Improve geographic spread.

9.2.3 The appointed agency will be responsible for, but not limited to the following:**9.2.3.1 Brand / Consumer Facing PR:**

- a) To be the extended arm of the office for SAT Australia to market (strong consumer facing focus but also include trade facing)
- b) Fully integrated planning, execution and monitoring (incl. optimisation and reporting) of the annual marketing plan which includes ie digital, offline and social media PR expertise
- c) Proactive idea generation to enrich marketing plan with breakthrough projects/campaigns according to SAT targets
- d) Leveraging consumer campaigns optimally for best ROI
- e) Firm understanding and implementation of ROI model throughout all activities
- f) Identifying and proposing platforms and or ideas to maximise consumer campaign leveraging and partnerships in market
- g) Production of digital inventory to implement through the integrated social and digital channels as proposed in the annual plan
- h) Increase PR coverage on destination South Africa annually according to set targets
- i) Support fiscal media buy by negotiating advertorial and editorial
- j) Identifying and Managing tribal leaders online
- k) Creating a TOP SA consumer and trade media database and managing the database. SA Tourism to receive access to the database.
- l) Media activation including Media networking events, round tables, etc.
- m) Media Hosting: Negotiate deals with press for press trips, incl. Indaba media hosting and handling press trips following SAT procedures
- n) Writing and distributing newsworthy press releases and Copywriting support

9.2.3.2 Trade Facing PR:

- a) Supporting trade campaigns in market
- b) Finding platforms to leverage or extend trade campaigns
- c) Out of the box integrated proposal(s) to enhance consumer & trade campaigns
- d) Identify annual events relevant to SAT to leverage captive audience (credible “third party” endorsement)
- e) Communications to trade partners through regular EDMs and social platforms (e.g. SAT ANZ trade facebook)

9.2.3.3 Reputation Management PR:

- a) Positive messaging strategy
- b) Crisis management expertise and strategy
- c) Supporting SAT office when needed (during business trips to SA)
- d) General reputation: approach media and secure interviews for SAT spokespersons during the course of the year, as well as secure possibilities to hand in campaign concepts for awards
- e) Stakeholder relations: Identify and alert SAT where lobbying or high level intervention may be required in-market, propose activation suggestions
- f) Monitoring clippings about South Africa (incl. reporting: in-depth during crises / regularly on monthly basis incl. activity and contact reports)
- g) Monitoring news about South Africa
- h) Monitoring Social Media Channels incl. making use of relevant content
- i) Keep track of PR value
- j) Update WIP (Work In Progress) minutes regularly
- k) Fill in monthly reports for SAT head office
- l) Giving input for Quarterly reports
- m) Giving input for Annual report
- n) Developing competitor analysis
- o) Developing airlift documents
- p) Media Relations
- q) Develop and maintain a Media Database

9.2.3.4 Social PR, Digital PR & Traditional PR Strategy

- a) Analyse existing social media footprint and identify how best to meet SAT’s consumer strategy
- b) Handling existing Facebook, Twitter and Instagram pages to attract desired audiences
- c) Conceptualise and run innovative social media campaigns to support offline activity
- d) Develop a social media strategy to provide a central interaction platform for all stakeholders
- e) Manage digital audience, engage in dialogue and drive positive engagement
- f) Liaise with influential bloggers to take on familiarisation trips
- g) Content management
- h) Manage advertising spend for promoted posts and social media advertising

9.2.3.5 The entire project management of projects:

- a) Project communication and consultancy;
- b) Workflow-management;
- c) Weekly updates to SAT;
- d) Monthly reporting as per SAT requirements;

9.3. CREDENTIALS

Please provide up to two examples of exemplary work carried out in the following areas:

- Digital PR and reputation management
- Brand strategy and development

All credentials should highlight your concept development, creative capabilities and any instances where you have leveraged other 3rd parties or departments within your wider organisation. They should not be older than two years and should include:

- Client name & background
- Challenge faced by client
- Solution delivered by your agency with supplementary graphics and/or URLs where appropriate
- Value added by your agency

9.3.1 PROPOSAL CONTENTS

SA Tourism expects to receive several proposals. To facilitate comparison and evaluation, please ensure that your proposal has the following six sections:

9.3.1.1 INTRODUCTION

- Agency overview, size, company structure
- Relationship with other subsidiaries of your parent company
- Client base

9.3.1.2 MARKETING CAPABILITIES & USP

- Describe any prior destination marketing experience
- Outline how other experiences outside of destination marketing would allow you to deliver innovative solutions to this sector
- Describe any competitive advantages that differentiate you from your competitors

9.3.1.3 SOLUTION OVERVIEW

- Brief description of your understanding of SA Tourism's needs and the challenges it faces in ANZ. In doing so, please do not paraphrase or repeat the content of this RFP
- Describe how you would deliver on each Scope of Services section and any additional value-added services that you could offer based on your understanding of SAT's challenges

9.3.1.4 PROPOSED TEAM EXPERIENCE, EDUCATION & QUALIFICATIONS

- Provide a chart illustrating the specific personnel to be assigned to the project and their experience on similar projects
- Indicate how the quality and availability of staff will be assured over the term of the agreement

9.3.1.5 WORK PLAN & PROJECT MANAGEMENT

- Propose a work plan with associated timelines that will accomplish the tasks in the Scope of Services
- Outline plans to monitor the campaign's performance and implement corrective measures

9.3.1.6. COST

Provide a cost estimate, including all fees and resource rate cards to meet requirements

9.4. Price (Inclusive of VAT and all other relevant taxes)

Presentations should include a detailed breakdown of proposed fee structure:

- Monthly retainer costs (include rate card)
- Management fees on third parties (eg media monitoring service providers)

9.5 Tender protocol and compliance of commercial information

- a) The services supplied shall conform to the standards mentioned in the bidding documents and specifications;
- b) The bidder must initial each page of the Request For Proposal (RFP) to confirm that they have read and understood the contents of the bid;

- c) Duly complete all Standard Bidding Documentation (SBD's) as required from section 9 onwards, including Annexure A-K and provide certificates where relevant i.e:
 - List of traceable references of previous and present clients, (Company name, department, branch, contact person with office telephone number, website and email address),
- d) Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance/ non-responsiveness

9.6 Conflict of interest

Service providers will be required to provide professional, objective and impartial advice and at all times hold the SAT's interests paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.

Consultants will not be considered for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of SAT. Without limitation on the generality of this rule, consultants will not be hired under the following circumstances:

- A firm hired to provide consulting services for the preparation or implementation of a project and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;
- Consultants or any of their affiliates will not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.

9.7 Association between consultants

Service providers may associate with each other to complement their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The "association" may take the form of a joint venture or a sub-consultancy. In case of a joint venture, all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment. Once the bids or Requests for Proposals (RFPs) from service providers are issued, any association in the form of joint venture or sub-consultancy among firms should be permissible only with the approval of SAT. SAT will not compel consultants to form associations with any specific firm or group of firms, but may encourage associations with the aim to enhance transfer of skills.

9.8 Short listing

The final evaluation might look at short-listed bidders in more detail and may call for additional information and presentations. Within the short-listing presentation the bidder might be asked to complete a task.

9.9 Bid protocol and packaging of bids

Bidders should take precaution to not contravene the provisions of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, which prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).

An agreement to engage in a restrictive horizontal practice is presumed to exist between two or more firms if -

- a) any one of those firms owns a significant interest in the other, or they have at least one director or substantial shareholder in common; and
- b) any combination of those firms engages in that restrictive horizontal practice;

- c) an agreement for co-operation between two or more competing businesses operating at the same level in the market;
- d) Price fixing- an arrangement in which several competing businesses make a secret agreement to set prices for their products to prevent real competition.

9.9.1 Proposals are expected to be presented in one pack. The pack, however, should be noticeably subdivided into 3 parts in the following order: Bid protocol and packaging of bids

Part A: Documents and information relating to the vetting of company/commercial information where the following information and supporting documents should be provided in sequential order, for vetting and verification purposes:

- a) Cover letter introducing your company;
- b) Original valid tax clearance certificate;
- c) Shortlisted bidders will be required to submit full set of latest financials upon request from SAT),
- d) Proof of registration with Worker's Compensation Fund;
- e) Certified copies of all latest share certificates, in case of a company (*Copy with original stamp*);
- f) Bidders must have specific experience and submit at least three recent references (in a form of written proof(s) on their client's letterhead including relevant contact person(s), office telephone & fax number, website and email address) where similar work were undertaken.
- g) Copy of Professional Indemnity Insurance for current year

Part B- All documents and completed annexures of the Request for Proposal (RFP) in sequential order as they have been issued where bidders are required to:

- a) Initial each page of the Request For Proposal (RFP) to confirm that they have read and understood the contents of the bid;
- b) Duly complete all Standard Bidding Documentation (SBD's) as required from section 9 onwards, including Annexure A-K and provide certificates where relevant.

Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance/ non-responsiveness.

Part C- Credentials against the proposed scope of services, including a cover letter introducing your company and any information which will demonstrate:

- a) Bidders' capability to provide the required services, this may include but not limited to resources e.g. equipment, staff, asset register, global footprint etc. in line with SAT's request for proposals (RFP);
 - b) Proof of previous relevant experience;
 - c) Any value added services relevant to this assignment;
 - d) Proposed team structure and skills of team members who will be assigned assignments;
 - e) A detailed cost breakdown based on your understanding of what the scope of work will entail.
- Companies who fail to adhere to the above requirements; risk being disqualified from the evaluation process.

9.10 Anti-Corruption Compliance

SA Tourism is committed to conducting its business ethically and to achieving and maintaining the highest standards of corporate governance, particularly in respect of anti-corruption compliance. We require all of our business partners, suppliers, vendors, contractors and service providers, who play an important and valued role in our continuing business success, to behave ethically and to avoid engaging in corrupt business activities.

To assist SA Tourism in respect of its commitment to ethical business practices, all successful bidders are required to complete an anti-bribery compliance questionnaire and thereafter to undergo an anti-bribery due diligence check ; the outcome thereof may determine, at SA Tourism's discretion, whether SA Tourism will enter into any contractual agreement or other arrangements with the supplier, or not.

SA Tourism reserves the right to disqualify bidders based on the results and outcomes of its risk based anti-bribery due diligence procedures and will not furnish reasons for such decisions.

Successful bidders will further be required to sign warranties and undertake contractually that, in carrying out their responsibilities on behalf of SA Tourism, neither they nor their owners, officers, directors, employees, or their agents or subcontractors will pay, offer, or promise to pay, or authorize the payment directly or indirectly, of any money, gift, or anything of value to any government official or anyone else for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or to direct business to any person.

9.11 Period of appointment

The appointment of the successful bidder will be subject to the signing of a contract and service level agreement for a period of 3 years, effective 1 August 2018 extendable for a further 2 years in the sole discretion of SA Tourism.

9.7 Evaluation process

The evaluation process will comprise of the following phases:

Gate 0	Gate 1	Gate 2	Gate 3
Administration and Mandatory bid requirements	Functionality	Price	Recommendation and Appointment
Compliance with administration and mandatory bid requirements	Bids will be evaluated in terms of functionality (Refer to section 10.4 of the bid document)	Comparative prices and rate cards	Recommendation to SA Tourism Bid Adjudication Committee and appointment

9.7.1 Gate 0: Pre-qualification Criteria

Without limiting the generality of SA Tourism's other critical requirements for this Bid, bidder(s) must submit the documents listed paragraph 9.9.1.

All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

9.7.2 Gate 1: Technical Evaluation Criteria = Weighting of 100 basis points

All bidders are required to respond to the technical requirements of the solution as outlined under paragraph 9.1.

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- i. Desktop Technical Evaluation - Bidders will be evaluated out of a weight of 60 where bidders will be required to achieve a minimum threshold of 60% (180 points out of a possible maximum of 300 points). Bidders who does not meet the 60% minimum threshold will be eliminated and will not be considered for further evaluation.
- ii. Bid presentations - Bidders will be evaluated out a weight 40 where bidders will be required to achieve a minimum threshold of 80% (160 points out of a possible maximum of 200 points).
- iii. Only bidders who have met the minimum threshold under the (i) and the subsequent minimum threshold under (ii) will be advanced to Gate 2 for further evaluation.

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation	500	70% / 350 points
Evaluation criteria in the scorecard below		
OVERALL COMBINED POINTS	500	

9.7.3 Gate 2: Price = 100 points

Only Bidders that have met the 80% threshold in **Gate 1 - Presentations** will be evaluated in Gate 2 for price. Price will be evaluated as follows:

(a) Stage 1 - Price Evaluation (80 Points)

Criteria	Points
Price Evaluation	100
$P_s = 100 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

The following formula will be used to calculate the points for price:

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

9.7.3.8 BID DECLARATION

(a) SUB CONTRACTING

“sub-contract” means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(b) Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

(c) If YES, indicate:

(i) what percentage of the contract will be subcontracted?	%
(ii) the name of the sub-contractor?	

[IF YES ENCLOSE
PROOF]

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, 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 9.7.3 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 9.7.3.8 (b), the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

The undersigned is duly authorised on behalf of the firm and affirms that the information furnished is true and correct	
Signature :	
Duly authorised to sign on behalf of	
Witness signature 1	
Witness signature 2	
Commissioner of Oath Signature	
Date	
Commissioner of Oath Stamp	

(C) Stage 3 - Consolidation of points for functionality and price

The bidder who scores the highest points for comparative pricing will be considered as the preferred bidder who SA Tourism will enter into further negotiations with. Upon the successful negotiation and signing of a contract and services level agreement with the preferred bidder all other bidders will be considered as unsuccessful.

9.7.4 Criteria and weighting for Functionality:

Evaluation criteria	Weighting
1. Expertise and experience in PR within tourism industry	25
2. Creativity in PR & Marketing Services around the brand SA in ANZ	20
3. Proposed solution to meet minimum Scope of Work	20
4. All round PR agency, online and offline	20
5. Cost and value of retainer	10
6. Management fees % charged of net procurement value	5
	100 tw - total weight

Evaluation Matrix determining value of weights based on				
Poor	Average	Good	Excellent	Best in Class
1	2	3	4	5

9.7.5 Bids proposals will be evaluated strictly according to the bid evaluation criteria stipulated in this section.

9.7.6 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on information presented in the bid proposals in line with the RFP and the subsequent system demonstration.

9.7.7 The score for functionality will be calculated as in terms of the table below where each Bid Evaluation Committee (BEC) member will rate each individual criterion on the score sheet using the following value scale:

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the bidder of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	5
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	4
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	3
Minor Reservations	Satisfies the requirement with minor reservations . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with little or no supporting evidence.	2
Serious Reservations	Satisfies the requirement with major reservations . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with little or no supporting evidence.	1
Unacceptable	Does not meet the requirement . Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource & quality measures required to provide the goods / services, with little or no supporting evidence.	0

- 9.7.8 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These scores will be added and expressed as a fraction of the best possible score for all criteria. The total score will be converted to a percentage.
- 9.7.9 Only Bidders that have met the 70% threshold in **Gate 1 - Presentations** will be evaluated in Gate 2 for price.
- 9.7.10 The bidder who scores the highest points for comparative pricing will be considered as the preferred bidder who SA Tourism will enter into further negotiations with.
- 9.7.11 Upon the successful negotiation and signing of a contract and services level agreement with the preferred bidder all other bidders will be considered as unsuccessful.

10. ANNEXURE B - COMPANY INFORMATION

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)	
BID IN RESPECT OF TENDER NO	
LEGAL NAME OF BIDDER	
TRADING NAME OF BIDDER	
COMPANY / CLOSE CORPORATION REGISTRATION NUMBER	
AUSTRALIAN BUSINESS NUMBER	
TAX CLEARANCE NUMBER	
TAX CLEARANCE EXPIRY DATE	

POSTAL ADDRESS		
STREET ADDRESS		
CONTACT PERSON FOR THIS TENDER		
TELEPHONE NUMBER	Code:	Number:
CELLPHONE NUMBER		
FACSIMILE NUMBER	Code:	Number:
E-MAIL ADDRESS		

TYPE OF COMPANY/FIRM
<input type="checkbox"/> PARTNERSHIP / JOINT VENTURE / CONSORTIUM
<input type="checkbox"/> ONE PERSPN BUSINESS / SOLE PROPRIETY
<input type="checkbox"/> CLOSE CORPORATION
<input type="checkbox"/> COMPANY
<input type="checkbox"/> (PTY) LIMITED
<input type="checkbox"/> Other - Specify
DESCRIBE PRINCIPAL BUSINESS ACTIVIES
COMPANY CLASIFICATION
<input type="checkbox"/> MANUFACTURER
<input type="checkbox"/> SUPPLIER
<input type="checkbox"/> PROFESSIONAL SERVICE PROVIDER
<input type="checkbox"/> OTHER e.g. transport etc (specify)

Total number of years the firm has been in business	
Total number of employees :	
Full Time	
Part Time	
Street Address of all Facilities used by Firm (eg. Warehousing, storage space, offices etc.)	
Do you Share Facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, which facilities	
With who do you share facilities (Name of Firm / Individual)	

What is the enterprises annual turnover (excl VAT) during the lesser period for which the business has been operating, or for the previous three financial years			
Rand amount :	R/AUD		
Or Previous three financial years	Year	Year	Year
	R.AUD	R/AUD	R/AUD

The undersigned is duly authorised on behalf of the firm and affirms that the information furnished is true and correct	
Name and surname	
Signature	
Capacity under which the bid is signed	
Duly authorised to sign on behalf of	
Date	
Commissioner of Oath Signature	
Commissioner of Oath Stamp	

11. ANNEXURE C: DETAILED BREAKDOWN OF TOTAL COST AND STANDARD SERVICES

Bidders are required to summarize the proposed cost/fees as per the financial proposal for 3 years and 5 years (inclusive of VAT/GST and other applicable taxes) where the table needs to balance back to the detailed financial proposal i.e.:

SUMMARY OF TOTAL COST:

TOTAL BID PRICE	Currency? (Including all applicable taxes)	Projected annual escalation Percentage
YEAR 1		
YEAR 2		
YEAR 3		
OTHER - SPECIFY		
OTHER - SPECIFY		
OTHER - SPECIFY		
TOTAL COST FOR 3 YEARS		

YEAR 4		
YEAR 5		
OTHER - SPECIFY		
OTHER - SPECIFY		
OTHER - SPECIFY		
TOTALCOST FOR 5 YEARS		

12. TIME FRAMES

Include a detailed project / roll-out plan / implementation plan where applicable.

13. ANNEXURE D: ACCEPTANCE OF GENERAL TENDER CONDITIONS OF SOUTH AFRICAN TOURISM

I/We hereby tender to supply all or any of the services described in the Tender Request for Proposal, in accordance with the specifications stipulated therein (and which will be taken as part of, and incorporated into, this tender submission) at the prices and on the terms regarding time for delivery and/or execution inserted therein, to South African Tourism on the terms of the General Tender Conditions of South African Tourism

I/WE AGREE THAT -

- 13.1 the offer herein will remain binding upon me/us and open for acceptance by South African Tourism during the Validity Period indicated and calculated from the closing time of the tender.
- 13.2 if I/we withdraw my/our tender within the period for which I/we have agreed that the tender will remain open for acceptance, or fail to fulfil the contract when called upon to do so, South African Tourism may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and South African Tourism and I/we will then pay to South African Tourism any additional expense incurred by South African Tourism having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; South African Tourism will also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
- 13.3 if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that Australia Post will be regarded as my/our agent; and delivery of such acceptance to Australia Post will be treated as delivery to me/us;
- 13.4 the law of the Federal Government of Australia will govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place)

We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender 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 will be at my/our risk.

I/We hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

I/We agree that background screening can be done to all directors of our legal entity that submits this bid

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 in the affirmative, state name(s) of tender(s) involved:

Duly signed by authorised person on this day of 2018 as unconditional
acceptance of the terms and conditions of this Tender.

Name: _____ Signature: _____

In capacity as: _____

These conditions form part of the tender and failure to comply therewith may invalidate a tender.

14 ANNEXURE E: DECLARATION OF INTEREST FOR TENDERS

This declaration must accompany tender documents submitted.

Any legal person, including persons employed by the South African Tourism or persons who act on behalf of South African Tourism or persons having a kinship with persons employed by South African Tourism including a blood relationship may make an offer or offers in terms of this tender invitation. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by South African Tourism, or to persons who act on behalf of South African Tourism, or to persons connected with or related to them, it is required that the tenderer or his/her authorized representative will declare his/her position vis-à-vis the evaluating authority and/or take an oath declaring his/her interest, where

The tenderer is employed by South African Tourism or acts on behalf of South African Tourism; and/or the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(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 of the tender.

In order to give effect to the above, complete the following and submit with the tender.

Are you or any person connected with the tenderer, act on behalf of, or employed by South African Tourism?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, state particulars :		
Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed in the department concerned or with South African Tourism, and who may be involved with the evaluation or adjudication of this tender?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, state particulars :		
Are you or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by South African Tourism, who may be involved with the evaluation or adjudication of this tender?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, state particulars :		

Duly signed by authorised person on this _____ day of _____ 2018 as

Declaration of Interest for the tendering of: _____

TENDER REQUIREMENT, TENDER NUMBER.

Signature: _____
 Print Name: _____
 In capacity as: _____
 For and on behalf of: _____
 COMPANY NAME (TENDERER): _____

Commissioner of Oath:

15 ANNEXURE F: DECLARATION OF INTEREST FOR TENDERS (SBD4)

This declaration must accompany tender documents submitted.

1 Any legal person, including persons employed by the state, 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 be 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 authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is self 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 bidders or his or her representative:	
2.2	Identity Number:	
2.3	Position occupied in the company (director, trustee, shareholder):	
2.4	Company registration number:	
2.5	Tax reference number:	
2.6	Australian Business Number:	

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:

2.7.1.1	Name of person / director / trustee / shareholder / member:	
2.7.1.2	Name of state institution at which you or the person connected to the bidder is employed:	
2.7.1.3	Position occupied in the state institution:	
2.7.1.4	Any other particulars:	

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

2.7.2.1 If yes, did you attach 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 the non-submission of such proof:	
---	--

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

2.8.1 If yes, furnish particulars:	
---------------------------------------	--

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

2.9.1 If yes, furnish particulars:	
---------------------------------------	--

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, YES / NO
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?

2.10.1 If yes, 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 yes, furnish particulars:
--------	------------------------------

3 Full details of directors/trustees/members/shareholders

	Full Name	Identity Number	Personal Reference Number	Tax Number	State Employee Number / Persal Number
3.1					
3.2					
3.3					
3.4					
3.5					
3.6					
3.7					
3.8					
3.9					

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STAE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 3 OF THE GENEREAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

POSITION

NAME OF BIDDER

17.ANNEXURE H - DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD8)

This Standard Bidding Document must form part of all bids invited.

It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be disregarded if that bidder or any of its directors have-

- abused the institution's supply chain management system;
- committed fraud or any other improper conduct in relation to such system; or
- failed to perform on any previous contract.

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

17.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of Australia) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
17.3.1	If so, furnish particulars:		
17.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
17.4.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned, (NAME IN FULL) _____, certify that the information furnished on this Declaration is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration, made on behalf of the tendering company, prove to be false.

Signature

Date

Position

Name of bidder

18. ANNEXURE K - CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)

- 18.1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 18.2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 18.3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

19. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)

I, the undersigned, in submitting the accompanying bid:

.....

(Bid number and Description)

in response to the invitation for the bid made by:

SOUTH AFRICAN TOURISM

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:that:

(Name of Bidder)

- 19.1 I have read and I understand the contents of this Certificate;
- 19.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 19.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 19.4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 19.5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 19.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 19.7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 19.8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the

products or services to which this bid invitation relates.

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder