



SOUTH AFRICAN TOURISM

GENERAL TENDER CONDITIONS

AND

TENDER - REQUEST FOR PROPOSALS

Tender no SAT 137/19

Appointment of a service provider for the provision of SA Tourism's Business Process Management solution services.

Date issued: 18 January 2019

Tender due date: 11 February 2019 (12h00)

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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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.

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 and also confers a constitutional right on every potential supplier to offer goods and services to the public sector 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.

South African Tourism has a detailed evaluation methodology premised on Treasury Regulation 16A.3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) read with Preferential Procurement Regulations 2017, and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

Prospective tenderers must periodically review <https://www.southafrica.net/gl/en/corporate/page/tenders> for updated information or amendments with regard to this tender, prior to due dates.

2 CLOSING DATE

The closing date for the submission of proposals is **12h00 on Monday, 11 February 2019**. No late submissions will be accepted

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, 5 hard copies and 4 electronic copies (PDF format), must be submitted in separate sealed envelopes **(Please clearly mark which proposal is the original)** with the following markings:

Tender Number: SAT 137/19
 Description: Provision of SA Tourism's Business Process Management solution services
 Closing date: 12h00 on 11 February 2019
 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:
The locked tender box located in the foyer in the reception area at:	The Supply Chain Sourcing Manager
South African Tourism	South African Tourism
Bojanala House	Bojanala House
90 Protea road	90 Protea road
Chislehurst	Chislehurst
Sandton, 2146	Sandton, 2146

- 3.6 No tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.

4. CONTACT AND COMMUNICATION

- 4.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mr. Alfred Masemene via email alfredm@southafrica.net and/or +27 11 895 3071. 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 be 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 and must be quoted inclusive of VAT and all other relevant taxes and duties (where applicable) should be shown separately.

- 5.2.1 The full price under this tender must be quoted in South African Rand (ZAR).

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 four (4) months after the tender due date. All contributions / 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) and a service level agreement, 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 6.5.6 shall survive any subsequent contractual provision or agreement attempting to evade, amend or nullify the said provisions of this sub - clause 6.5.6 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 and relevant 3rd party supporting documents (where applicable) has been provided by the service provider/supplier.

- an official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; 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 must be issued in the relevant currency in which the contract is done with SA Tourism. 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 the Request for Proposal and the tender response and in any works or products created as a result of the performance of the Tenderer in relation to this Request for Proposal and tender response, will vest in, and are hereby 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.

6.10 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

SA Tourism reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15%

interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SA Tourism or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- (a) engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- (b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- (c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SA Tourism officers, directors, employees, advisors or other representatives;
- (d) makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- (e) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- (f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- (g) has in the past engaged in any matter referred to above; or
- (h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6.11 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SA Tourism relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SA Tourism against the bidder notwithstanding the conclusion of the Service Level Agreement between SA Tourism and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

6.12 PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing SA Tourism, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

6.13 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, SA Tourism incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds SA Tourism harmless from any and all such costs which SA Tourism may incur and for any damages or losses SA Tourism may suffer.

6.14 PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

Prospective tenderers must periodically review <https://www.southafrica.net/gl/en/corporate/page/tenders> for updated information or amendments with regard to this tender, prior to due dates.

6.15 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. SA Tourism shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

6.16 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. SA Tourism reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to SA Tourism, or whose verification against the Central Supplier Database (CSD) proves non-compliant. SA Tourism further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

The Central Supplier Database (CSD) and the tax compliance status PIN are the approved methods of verifying the tax compliance of a bidder. The South African Revenues Services (SARS) does not issued Tax Clearance Certificates anymore but has introduces an online provision via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

SA Tourism will therefore accept printed or copies of Tax Clearance Certificates submitted by bidders but will verify their authenticity on eFiling.

6.17 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SA Tourism reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

6.18 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

6.19 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that SA Tourism allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and SA Tourism will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

6.20 CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with SA Tourism's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by SA Tourism remain proprietary to SA Tourism and must be promptly returned to SA Tourism upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure SA Tourism's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

6.21 SOUTH AFRICAN TOURISM PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any SA Tourism proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

6.22 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFP SAT 137/19), SA Tourism may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

6.23 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.

Successful bidders will be required to 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.

6.24 FRONTING

SA Tourism supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

SA Tourism, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies South African Tourism may have against the Bidder / contractor concerned.

6.25 SUPPLIER DUE DILIGENCE

South African Tourism reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

6.26 DURATION OF THE CONTRACT

SA Tourism intends to enter into a 60 (sixty) month contract and service level agreement with the successful bidder(s). The contract period will however run for an initial period of 36 (thirty six) months and maybe extendable for another 24 (twenty four) months in SA Tourism's sole discretion. The contract will also be subject to a periodic performance evaluation on the same terms and conditions unless the parties agree otherwise

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.

ANNEXURES TO TENDER - REQUEST FOR PROPOSAL

8.1 ANNEXURE A: DETAILED SPECIFICATION OF GOODS & SERVICES

8.2 ANNEXURE B: COMPANY INFORMATION

The affidavit provides vital information required to evaluate a tender. It is therefore compulsory that the document be completed and stamped by a Commissioner of Oath.

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 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.

8.7 ANNEXURE G: NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE:

- (a) Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- (b) Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- (c) Bidder(s) must be compliant when submitting a proposal to South African Tourism and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).
- (d) It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- (e) The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- (f) It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

Bidders who are not registered on CSD can do so on <https://secure.csd.gov.za/>

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 ANNEXURE A: DETAILED SPECIFICATION OF GOODS AND SERVICES

9.1 Background on SA Tourism

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 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 SA Tourism's 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 Corporate Governance
3	Chief Financial Officer	Financial Management Supply Chain and Asset Management Corporate Legal Services
4	Chief Conventions Bureau Officer	Meetings, Incentives, Conference & Events sales Exhibitions and Strategic Events Business Events development and Services Support
5	Chief Operations Officer	Embassy Liaison South Africa * Domestic Marketing Africa Angola West Africa * Europe South Europe Hub France * Spain Portugal Italy Central Europe hub Germany * Austria Switzerland UK and Ireland Hub UK * Ireland North Europe Hub Netherlands *

		Belgium Nordics Americas North Americas Hub US * Canada South Americas Hub Brazil Argentina Chile Asia, Australasia, Middle East Australia and New Zealand Hub Australia * New Zealand Middle East India * Middle East South East Asia Pacific China * Japan * Human Capital Information and Communications Technology
6	Chief Marketing Officer	Brand and Marketing Global Trade Relations Global Public Relations and Communications Quality Assurance

* SA Tourism operates physical offices

9.3 Scope of services

The Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999) promotes economy, efficiency, effectiveness and transparency in the use of state resources. A key objective is to establish and maintain a responsive and credible Supply Chain Management System.

Section 51 of The PFMA advocates that a public entity must ensure that that public entity has and maintains an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective and must take effective and appropriate steps to prevent irregular expenditure, fruitless and wasteful expenditure, and expenditure not complying with the operational policies of the public entity; and manage available working capital efficiently and economically.

SA Tourism is embarking on the initiative to implement the business process management solution, which will help promote and install a process-centric thinking rather than a traditional functional business structures within its operation. SA Tourism is looking for the BPM tool, which will provide:

- i. a single solution to manage the complete scope of process requirements in the organization;
- ii. policy and procedure enablement;
- iii. streamlined process agility;
- iv. increased operational efficiency;
- v. improved management control and corporate governance.

The business process management system should have **information completeness, accuracy, reliability, quality** and standard automated processes but not limited to the following:

- vi. Development and approval of business cases for projects and/or solution implementation.
- vii. Development and Approval of Demand/Procurement Plans and Budget Plans
- viii. Approval of tender committees (Bid Specification, Bid Evaluation & Bid Adjudication Committees)
- ix. Sourcing of Supplier Solutions:
 - Development and Approval of Tender Specification Document (RFP/RFQ);
 - Verification of suppliers on government central supplier database;
 - Tender bid evaluation (including scoring);
 - Tender bid adjudication;
 - Supplier Contracting (contract negotiation and signing/approval);
 - Supplier Performance Management.
- x. Trip Management (Travel and Expenses) for Staff and non-Staff (including Travel Agent Invoice Records).
- xi. System Change Requests
- xii. Management of Pool Vehicle Booking, and Internal Chauffeur service
- xiii. Management of Deliveries and Collections
- xiv. HR: Staff Training requests (including Subscriptions) and Bursary Approval
- xv. HR: Staff recruitment and on-boarding (creation of new employee profile, allocation of computers, creation of network account, etc)
- xvi. HR: Staff Resignations (Exit process).

Note:

- Above mentioned Supply Chain processes are as per National Treasury processes (should be PFMA Compliant)
- The above listed processes are generic, not necessarily specific to SA Tourism
- The BPM solution should be able to integrate with other enterprise solutions (e.g. CRM, ECM, ERP, etc).
- The system should also have business intelligence functionalities for management reporting.
- Preferred bidder will be required to perform level-5 mapping of business processes.

9.4 Pricing schedule

SA Tourism will earmark realistic budgetary resources where the preparation of a well-thought-through cost estimate is essential.

A detailed pricing schedule should be included in the bid proposal, detailing all aspects to deliver the requirements to SA Tourism as required under this tender. For example, cost per team member per percentage time spent on the project during the contract duration.

The detailed pricing schedule should, for the avoidance of doubt, also be summarised under section 11 of the bid document.

For the purpose of evaluation, the price shall include all local taxes and other reimbursable expenses. The proposal with the lowest price will obtain the maximum points for price as prescribed in the RFP. Proposals with higher prices will proportionately obtain lower points according to the method as prescribed in the RFP.

9.5 Contract price adjustment

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items
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9.6 Service level agreement

Upon award SA Tourism and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by South African Tourism. *Each bidder is required to submit a draft copy of the service contract on submission of the tender response.*

9.7 Short listing

SA Tourism may look at bidders who meets the minimum threshold for functionality in more detail and may request additional information or presentations.

The evaluation criteria will include the review of qualifications and experience of proposed key personnel in their curricula vitae which should be accurate, complete and signed by an authorised official of the bidder and the individual proposed.

The support will depend critically on the performance of key staff (specified individuals), where SA Tourism may, at its discretion, elect to conduct interviews with the proposed team to be assigned to the account.

9.8 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.

South African Tourism requires bidder(s) to declare the following in the Bidder's Technical response:

Confirm that the bidder(s) is to: -

- (a) Act honestly, fairly, and with due skill, care and diligence, in the interests of SA Tourism;
- (b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- (c) Act with circumspection and treat SA Tourism fairly in a situation of conflicting interests;
- (d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- (e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SA Tourism;
- (f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- (g) To conduct their business activities with transparency and consistently uphold the interests and needs of SA Tourism as a client before any other consideration; and
- (h) To ensure that any information acquired by the bidder(s) from SA Tourism will not be used or disclosed unless the written consent of the client has been obtained to do so.

9.8.1 Proposals are expected to be presented in one pack. The pack, however, should be noticeably **subdivided into 3 sections** under the following headings:

PART A- Legal and commercial information

This refers to documents and information relating to the vetting of legal and commercial information where the below evidence and supporting documents should be provided in sequential order:

- a) Cover letter introducing your company and any subcontractors who will participate in the contract and what the main responsibilities would be of each party;
- b) Proof of successful registration on National Treasury's Centralized Supplier Database (CSD);
- c) Confirmation of valid tax clearance status;
- d) Copies of latest Statement of financial position, Statement of financial performance and Cash flow statement;
- e) Letter of Good standing - Compensation Fund (COIDA);
- f) Certified copies of South African Identity Documents or Valid Passports of Members, Directors or owner (*Copy with original stamp*);
- g) 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; and

- h) As an added advantage, any proof of valid affiliations/accreditations/accolades which will proof that you will significantly enhance technical/functional support required under this tender.

PART B- All documents and completed annexures of the Request for Proposal (RFP) as they were issued

This refers to actual bid document and duly completed accompanying annexures where bidders are also required to initial each page of the RFP to confirm that they have read and understood the terms, conditions and scope of work required under the bid.

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

PART C- Credentials

This refers to all credentials and supporting information to demonstrate a bidders experience, capacity, capability, and suitability against the required scope of services under this tender which should include at least, but not limited, the following:

- 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) Description and location of premises where the bidder operates from (SAT may perform site inspections of the proposed premises of shortlisted bidders);
- c) Proof of previous relevant experience considering the size and global footprint of SA Tourism and its mandate;
- d) Proposal in line with your understanding of what the scope of work entails and any additional information which you deem valuable for consideration during the bid evaluation process;
- e) Any value added services you are able to offer relevant to this scope of services;
- f) Proposed team structure, skills and experience of team members who will be assigned to this contract should you be the successful bidder;
- g) Detailed quantifiable financial proposals (inclusive of VAT)

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

9.9 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.

9.10 Bid evaluation process

SA Tourism has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined under PART A & PART B of paragraph 9.8.1 Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum threshold 80% to proceed to Gate 2 (Price and B-BBEE). Bidders are required to reference page numbers in Bid Proposals next to the criteria under paragraph 9.10.2	The tender will be evaluated on either the 80/20 or 90/10 preference point system. Once a tender is received, the lowest acceptable tender will be used to determine the preference point system to be used for the evaluation. Where the lowest acceptable tender is below R50 million, the 80/20 preference point system must be used and If the lowest acceptable tender is above R50 million, the 90/10 preference point system must be used.

9.10.1 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 under Part A & B as required under paragraph 9.7.1.

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.

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

All bidders are required to respond to the technical evaluation criteria scorecard and provide information/portfolio of evidence that they unconditionally hold the available capacity, ability, experience, and qualified staff to provide the requisite technical and functional support to SA Tourism under this tender.

Bidders will be required to achieve a minimum threshold of 80% in order to proceed to Gate 2 for Price and BBEE evaluations. Bidders who does not achieve the minimum threshold, which translates to a minimum score of 80 points out of a possible maximum score of 100 points, will not be further considered.

The Bidders will be evaluated according to the technical evaluation criteria in the scorecard below.

Bidders must indicate their ability to do the following and to substantiate as required with supporting documentation.

Evaluation criteria	Weighting	Reference Page in Bidders Proposal
<p>1. Company Experience:</p> <p>Bidders relevant experience as per the scope of work in this RFP</p> <ul style="list-style-type: none"> • 3 years up to 5 = 3 • + 5 years up to 8 = 4 • more than 8 years = 5 <p>Notes: Bidders are expected to submit:</p> <ul style="list-style-type: none"> • Proven track of record and are able to keep in track with new developments in the industry, BPM implementations especially in public sector; • Period when related projects were delivered, preferably within last 5 years. • Failure to submit a valid track record (including, may lead to a score of zero) • 3 valid reference letters required. 	20	
<p>2. Methodology and Plans:</p> <p>Bidders must provide a detailed description of how they intend executing the assignment from inception to completion. This must include, as a minimum, a project plan with clear time frames, skills and resources utilised in each area.</p> <ul style="list-style-type: none"> • Detailed project plan with clear timelines, resources and milestones and maximum implementation project period of over 6 months = 3, • Implementation methodology, detailed project plan with clear timelines, resources and milestones and maximum implementation project period of between 4 and 6 months = 4, • Data migration approach, implementation methodology, detailed project plan with clear timelines, resources and milestones and maximum implementation project period of between 2 and 4 months = 5 	10	

<p>Implementation project period mean mapping key business processes and implementation of standard modules as per above-listed basic business processes.</p>		
<p>3. Experience of key personnel:</p> <p>Bidder must attach Team structure and Curriculum Vitae for the personnel who will be assigned to the project team.</p> <p>Years of experience in projects of similar nature:</p> <ul style="list-style-type: none"> • 3 to 5 years’ experience = 3 • 6 to 10 years’ experience = 4 • +10 years’ experience = 5 <p>NOTE: the assigned resources will be expected to be part of the team if bidder is appointed. Otherwise similarly or better skilled resource will be required as replacement if the proposed resource is unavailable.</p>	<p>20</p>	
<p>4. System Demo:</p> <p>The following will be looked at during system demo exercise:</p> <ul style="list-style-type: none"> • Number of proposed implementation team members forming part of bidder’s delegation to do the demo. • Actual participation of the proposed implementation team members during the demo to showcase skills. • Licensing/Pricing model. • Demo of: <ul style="list-style-type: none"> ○ Above-listed business processes, as basic modules. ○ Government actual generic procurement processes or National Treasury supply chain process as aligned to PFMA ○ Extent of value-add features and generic operational processes. ○ The extent of Ease-of-use (for example, on mapping business processes and automation of mapped processes, workflow, electronic form creation, report creation, document annotations and versioning, etc.). ○ System integration with other systems. <p>Bidder’s presentation of answers to arising demo-related questions</p>	<p>50</p>	
<p>100 tw - total weight</p>		

- Bids proposals will be evaluated strictly according to the bid evaluation criteria stipulated in this section.
- 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.
- The score for functionality will be calculated in terms of the table below where each Bid Evaluation Committee (BEC) member will rate each individual criterion on the bid evaluation score sheet using the following value scale/matrix:

Rating	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services. Response	5

	identifies factors that will offer potential added value, with supporting evidence.	
Good	Satisfies the requirement with minor additional benefits . Above average demonstration by the supplier 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, resource 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, resource 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

9.10.3 Gate 2: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 80% threshold in Gate 1 will be evaluated in Gate 2 for price and BBBEE level of contribution. Price and BBBEE will be evaluated as follows:

In terms of regulation 6.1 of the Preferential Procurement Regulations 2017 as per Gazette 10684 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated either the 80/20 or 90/10 preference point system. Once a tender is received, the lowest acceptable tender will be used to determine the preference point system to be used for the evaluation. Where the lowest acceptable tender is below R50 million, the 80/20 preference point system must be used and If the lowest acceptable tender is above R50 million, the 90/10 preference point system must be used.

For the purpose of evaluation, the price shall include all local taxes and other reimbursable expenses. The proposal with the lowest price will obtain the maximum points for price as prescribed in the RFP. Proposals with higher prices will proportionately obtain lower points according to the method as prescribed in the RFP.

Points will be awarded to bidders on the basis of:

- The bid price (maximum 80/90 points)
- B-BBEE status level of contributor (maximum 20/10 points)

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

Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

(b) Stage 1 - Price Evaluation (90 Points)

Criteria	Points
Price Evaluation $P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90

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

Pmin = Comparative price of lowest acceptable bid

(c) Stage 2 - BBEE Evaluation (20/10 Points)

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points 80/20 system	Number of Points 90/10 system
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed;

9.10.3.1 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates;

“EME” means any enterprise with annual total revenue of R5 million or less.

9.10.3.2 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS;

9.10.3.3 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate;

9.10.3.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they

were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid;

9.10.3.5 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice;

9.10.3.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract;

9.10.3.7 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

9.10.3.8 BID DECLARATION

- (a) Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- (b) B-BBEE Status Level of Contribution: = (maximum of 20/10 points);

Points claimed must be in accordance with the table reflected in paragraph 9.8.3 (c) and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

(c) 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;

- (d) Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- (e) If YES, indicate:

(i) what percentage of the contract will be subcontracted?	%
(ii) the name of the sub-contractor?	
(iii) the B-BBEE status level of the sub-contractor?	
(iv) whether the sub-contractor is an EME?	YES / NO (delete which is not applicable)

[IF YES ENCLOSE PROOF]

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 9.8.3. (c) of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 9.8.3 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 9.8.3 (c), the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have -
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

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	

Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed;

SA Tourism reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required.

9.10.3.9 Stage 3 - Consolidation of points for price and B-BBEE

In terms of regulation 6.1 of the Preferential Procurement Regulations 2017 as per Gazette 10684 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated either the 80/20 or 90/10 preference point system. Once a tender is received, the lowest acceptable tender will be used to determine the preference point system to be used for the evaluation. Where the lowest acceptable tender is below R50 million, the 80/20 preference point system must be used and If the lowest acceptable tender is above R50 million, the 90/10 preference point system must be used.

The total points for price evaluation (out of 80/90) and the total points for BBBEE evaluation (out of 20/10) will be consolidated. The bidder who scores the highest points for comparative pricing and B-BBEE status level of

contributor after the consolidation of points will normally 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.

10. ANNEXURE B - COMPANY INFORMATION

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX CLEARANCE NUMBER				
TAX CLEARANCE EXPIRY DATE				
HAS PROOF OF CENTRALISED SUPPLIER DATABASE REGISTRATION BEEN SUBMITTED?				YES or NO
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
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?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES 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.

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		
Or Previous three financial years	Year	Year	Year
	R	R	R
Management Structure (Percentage of management on executive level in each of the following groups)			
Group		Percentage	
African			
Coloured			
Indian			
White			

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 with the option for the additional 2 year extension (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	ZAR (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 fulfill 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 favorable 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 fulfillment 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 SA Post Office Ltd will be regarded as my/our agent; and delivery of such acceptance to SA Post Office Ltd will be treated as delivery to me/us;
- 13.4 the law of the Republic of South Africa 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)

I/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	Vat registration 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 Tax Reference 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

16 ANNEXURE G - NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE (this is only applicable for South African registered legal entities.)

To demonstrate compliance to commercial information bidders are required to attach proof of their successful supplier registration on National Treasury's Centralized Supplier Database (CSD).

SA Tourism will not consider any bids from bidders whose tax status is not valid on CSD.

Bidders who are not registered on CSD can do so on <https://secure.csd.gov.za/>

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate centralized supplier database registration report.

Failure to submit proof of CSD registration shall invalidate a tender and/or inclusion in any list or database of prospective suppliers.

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.

17.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
17.1.1	If so, furnish particulars:		
17.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
17.2.1	If so, furnish particulars:		
17.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	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.

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)

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

- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.
- 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

19 BIDDER DECLARATION

The bidder hereby declare the following:

We confirm that _____ (Bidder's Name) will: -

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of SA Tourism;
- b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat SA Tourism fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SA Tourism;
- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct business activities with transparency and consistently uphold the interests and needs of SA Tourism as a client before any other consideration; and
- h. Ensure that any information acquired by the bidder(s) from SA Tourism will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature_____

Date_____

Print Name of Signatory:_____

Designation: _____

FOR AND ON BEHALF OF: _____ (Bidding Company's Name)