



**SOUTH AFRICAN TOURISM**

**GENERAL TENDER CONDITIONS  
AND  
TENDER - REQUEST FOR PROPOSALS**

**Tender no SAT 163/19**

**Proposals to provide Website & Applications development, maintenance, optimization and support services for the full suite of websites and its supporting databases owned by South African Tourism**

**Date issued: 20 September 2019**

**Tender due date: 10 October 2019**

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

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

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## 1 INTRODUCTION

South African Tourism Board (South African 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 South African 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 South African 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.

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

Prospective tenderers must periodically review <http://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 on Thursday 10 October 2019 at 12h00. No late submissions will be accepted. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

## 3 TENDER DOCUMENTS MARKING

- 3.1 Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
- 3.2 Tenders must be completed in black ink where mechanical devices, e.g. typewriters or printers, are not used.
- 3.3 Tenderers will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- 3.4 **Each tender, including 1 original, 1 hard copy and 2 electronic copies (in PDF format), must be submitted in separate sealed envelopes (Please clearly mark which proposal is the original) with the following markings:**

Tender Number: SAT 163/19

Description: Website & Applications development, maintenance, optimization and support services for the full suite of websites and its supporting databases owned by South African Tourism.

Closing date: 10 October 2019

Time: 12h00

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:	SCM: Sourcing Specialist Mr Raymond Mabuela
South African Tourism	South African Tourism
Bojanala House	Bojanala House
90 Protea road	90 Protea road
Chislehurst	Chislehurst
Sandton, 2146	Sandton, 2146

#### 4. CONTACT AND COMMUNICATION

- 4.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mr Raymond Mabuela via email [raymond@southafrica.net](mailto:raymond@southafrica.net) and/or +27 11 895 3182. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.
- 4.2 Bidders are to communicate any technical enquiries through the nominated official in writing, no later than 27 September 2019. Responses will thus be published on the SAT website by the 01 October 2019. <https://www.southafrica.net/gl/en/corporate/page/tenders>.
- 4.3 Any communication to an official or a person acting in an advisory capacity for South African 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 South African Tourism must be done in writing.
- 4.5 Whilst all due care has been taken in connection with the preparation of this bid, South African 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. South African Tourism, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 4.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by South African Tourism (other than minor clerical matters), the Bidder(s) must promptly notify South African Tourism in writing of such discrepancy, ambiguity, error or inconsistency in order to afford South African 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 South African 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 South African 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 South African Tourism, which will be granted in writing prior to such disclosure. South African Tourism, however, reserves the right to disclose any information provided by any tenderer to any of the employees of South African Tourism for successful tenders.

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

South African 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 South African 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 South African Tourism in awarding the Tender and/or concluding any subsequent agreement shall entitle South African 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 South African Tourism has in terms of such agreement and/or any law.

#### 5.2 VAT, DUTIES AND OTHER TAXES

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

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

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

### 6 SPECIAL TENDER CONDITIONS

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

South African 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 South African Tourism, and yet in any event South African Tourism will not be liable for loss or damage to any documents, samples and materials submitted.

#### 6.1 TENDER SURETY

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

#### 6.2 DOWNSCALING OF WORK

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

#### 6.3 VALIDITY PERIOD

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

#### 6.4 COMPLETENESS OF THE SOLUTION

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

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

#### 6.5 CONTRACTUAL IMPLICATIONS

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

- 6.5.1 Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal (RFP) and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.
- 6.5.2 The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by South African Tourism.
- 6.5.3 Other than providing rights to South African Tourism, nothing in this Tender Request and tender response should be construed to give rise to South African 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 South African Tourism once a separate written contract, which should be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT". (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx>) for further information issued in 2010 in this respect), has been signed by both the Tenderer and South African 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 South African 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 has been provided by the service provider/supplier.
- an official purchase order has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order; and
- unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of an invoice or, in the case of civil claims, from the date of settlement or court judgment. This implies that amounts owing will be paid within 30 days from receipt of invoice if the goods, works or services were delivered to the satisfaction of South African Tourism.

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

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

All invoices to be issued in the relevant currency in which the contract is done with South African 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 South African Tourism for such loss.

## 6.7 QUALITY ASSURANCE

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

## 6.8 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, applicable to the awarded bidder, including, but not limited to, copyright, trademarks, design rights, patent rights and other similar rights in any works or products

created as a result of the performance of contract by the successful bidder will vest in, and should assigned to South African 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 South African 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.

South African 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. South African 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

South African 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 South African 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 South African 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 South African 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 South African Tourism against the bidder notwithstanding the conclusion of the Service Level Agreement between South African 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 South African 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 IN/DEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, South African 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 South African Tourism may incur and for any damages or losses South African 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 the following website link for updated information or amendments with regard to this tender, prior to due dates:

<https://www.southafrica.net/gl/en/corporate/page/tenders>

#### 6.15 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. South African 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. South African 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 South African Tourism, or whose verification against the Central Supplier Database (CSD) proves non-compliant. South African 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.

South African 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. South African 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 South African Tourism allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and South African 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 South African 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 South African Tourism and must be promptly returned to South African 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 South African 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 South African 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 , South African 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

South African 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 South African 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

South African 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.

South African 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

South African Tourism intends to enter into a five year (60 month) contract and service level agreement with the successful bidder(s). The contract will also be subject to a periodic performance evaluation on agreed terms and conditions.

## 7 TERMINATION OF CONTRACT

South African 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 South African Tourism.

South African Tourism also reserves the right to terminate, in South African 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 South African 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 South African Tourism, however South African 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

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

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

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

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

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

#### 8.5 ANNEXURE E: DECLARATION OF INTEREST FOR TENDERS

#### 8.6 ANNEXURE F: TENDER ENTERPRISE DECLARATION AFFIDAVIT:

An affidavit detailing the company structure, classification, sector, assets etc. of a firm is required. The affidavit provides vital information required to evaluate a tender 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/> otherwise the bidder will be disqualified if not registered by end of tender evaluation process.

#### 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 I: CERTIFICATE OF INDEPENDENT BID DETERMINATION

## 9 ANNEXURE A: DETAILED SPECIFICATION OF GOODS AND SERVICES

### 9.1 *Background on SA Tourism*

South African 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 South African 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.

### 9.2 *South African Tourism's Business Units and Country Offices*

South African 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 *

		<ul style="list-style-type: none"> <li>Belgium</li> <li>Nordics</li> <li>Americas</li> <li>North Americas Hub</li> <li>US *</li> <li>Canada</li> <li>South Americas Hub</li> <li>Brazil</li> <li>Argentina</li> <li>Chile</li> <li>Asia, Australasia, Middle East</li> <li>Australia and New Zealand Hub</li> <li>Australia *</li> <li>New Zealand</li> <li>Middle East</li> <li>India *</li> <li>Middle East</li> <li>South East</li> <li>Asia Pacific</li> <li>China *</li> <li>Japan *</li> <li>Human Capital</li> <li>Information and Communications Technology</li> </ul>
6	Chief Marketing Officer	<ul style="list-style-type: none"> <li>Brand and Marketing</li> <li>Global Trade Relations</li> <li>Global Public Relations and Communications</li> <li>Quality Assurance</li> </ul>

\* SA Tourism operates physical offices

### 9.3 ANNEXURE A: DETAILED SPECIFICATION OF GOODS AND SERVICES

#### Scope of work

#### 9.3.1 General Overview:

A visitor's travel experience to and within South Africa is increasingly starting in the digital space. This means that our websites and other South African Tourism owned platforms play a key role in showcasing South African hospitality and in many cases is the very first impression people have of what their experience will be like in South Africa!

How can South African Tourism's owned websites and applications contribute and support a seamless travel experience to our beautiful country be it for business or pleasure?

With so many websites and applications helping people plan and book their trips, how can South African Tourism's websites and applications stand out, add value, make a difference and showcase the best of our beautiful country to travelers before, during and after a trip?

How can South African Tourism become a thought-leader in the digital channel space and show the people that we are at the forefront of digital travel experience?

How can we creatively keep the industry and our stakeholders updated with all the tourism information and reports they need?

How can we engage with the local and international travel trade industry so that they see a commercial benefit of selling South Africa as a holiday destination to local and international travelers?

We're looking for an in-house, knowledge-based, hands-on and forward-thinking web agency to partner with us in finding these answers and collectively make South African Tourism the global trend-setter in digital channel experiences.

#### 9.3.2 Work Overview:

South African Tourism requires a Websites & Applications development, maintenance, optimization and support agency to further develop, maintain and support the full suite of South African Tourism owned websites and supporting databases with special focus on the South African National Tourism Product Database. The expectation is that the agency delivers best in class end-to-end UX solutions across design and overall look-and-feel; platform architecture; ease of use and others, all of which should be implemented in tandem with a quality and timely day-to-day maintenance service.

The agency needs to be experienced in developing, maintaining and supporting these websites within UMBRACO, Expression Engine, Model, Laravel PHP and Silver Stripe content management systems. Back-end database management, maintenance and quality assurance is also required, including creating and maintaining corresponding APIs and 3rd party plug-ins. The development team will further be required to develop in multiple languages including PHP (lamp, Angular), .net, Linux and Java.

The agency will be required to manage the front-end, back-end, log-in area and hosting management of these websites including any needed updates, changes and new developments for optimization for a period of 5 years which will be subject to annual performance reviews based on agreed performance KPIs between the agency and SA Tourism.

Below the top level domains in scope, considering all associated URLs: (including database management, hosting, SEO, match-making capabilities, measurement, campaign management, communication and integration of third party solutions)

- www.southafrica.net (including all sub portals and country sites)
- country.southafrica.net
- south-africa.jp
- www.tourismgrading.co.za
- deals.southafrica.net
- saspecialist.southafrica.net
- playbook.southafrica.net
- directory.southafrica.net
- toolkit.southafrica.net
- digitalassets.southafrica.net
- Lilizela - Judging tool
- www.indaba-southafrica.co.za



- [www.meetingsafrica.co.za](http://www.meetingsafrica.co.za)

The agency will be required to manage, maintain and assure all levels of security are constantly monitored and up to date for all these websites, within the South African Tourism hosted environment. On hosting technologies, the agency will be expected to maintain and manage an Azure hosted environment as well as legacy systems that are still hosted on a more traditional hardware hosted environment, ex: Hetzner, with a Local hosting services provider in South Africa.

Of these different technologies note that we also utilize different versions of the same software depending on the application needs. Front-end, back-end and any back-end databases that form part of these solutions also need to be managed and maintained. Any supporting solutions to the aforementioned systems need to be maintained and managed as well, for instance, bulk emailing services during campaigns.

New websites and applications may be required. These should be treated as out of scope and on a project basis.

The work done on South African Tourism's platforms should be done based on a sign-off roadmap that is created and updated based on South African Tourism's needs and strategic input from the agency.

The goal is to adopt an agile project management methodology where the development and optimization of South African Tourism's platforms must occur on a regular basis with the flexibility for monthly releases while the team, in parallel, delivers the day-today support. The delivery of big releases and execution of day-today support cannot impact or delay each other.

The selected agency/partner will be required to have a structured and systematic approach in managing all digital related requests coming from South African Tourism's defined points of contact. This includes and is not limited to managing the supporting documentation and tools. This also includes but may not be limited to account management, developing briefing templates, automated ticketing/project management system, SLA management and reporting.

Test cases on any new feature, functionality, release or others must be collaboratively done between South African Tourism's point of contact and the agency account manager, business analyst and development lead as well as be included in the briefing process before the project initiation. All standard project management release stages must be included including user profiling, user experience design, minimum viable product release, UAT to be delivered in a pre-production web environment before being deployed in the live environment. This is non-negotiable.

### 9.3.3 Work Deliverables:

The agency is required to deliver flexible and timely development, maintenance, monitoring and optimization services that provides:

- Websites and applications with high-quality user experience, including regular testing against case studies provided by SAT
- Proactively share digital channel trends and innovative solutions for SA Tourism websites and applications
- No downtime or system crashes (Availability of 99.8% to be maintained)
- Continual updating and patching of all systems to ensure a secure environment with reporting to highlight these requirements in the monthly SLA meetings
- Backup plans need to be up to date and tested regularly to ensure data integrity in the event of a disaster.
- Disaster recovery needs to be catered for and tested quarterly to ensure that the DR plans are in working order and to continually improve on DR efficiency
  - Strict Penalties will be implemented to ensure that system availability is guaranteed and penalized if these agreed percentages are not met.
- Short loading times and optimized response to all user actions
- An intuitive and modernized web interface that is compatible with any user device with a mobile-first approach
- Full on-site search engine optimization
- Post-login and intuitive user experience and relevance
- Data management, maintenance and cleaning
- On-site search logic and optimization

- API creation and maintenance
- Audit Trailing
- Sitemap file auto update with new content (txt and xml, html (today is html)
- Timely turn-around times from the agency
- Pragmatic approach to managing work and communications with SA Tourism's stakeholders
- Access to first in-class thinking, ideas, technologies, innovation, proactive recommendations that put the SA Tourism channels are leaders of digital user experience.
- Proactive sharing and implementation of best practices and solutions.
- South African National Tourism Product Database management and optimization to integrate with all dependent channels.
- Product management approach to the websites and applications

#### 9.3.4 Key Considerations

For the period of the contract with the preferred agency the following tasks and services will be required:

<b>Project/Account Management:</b>	<ul style="list-style-type: none"> <li>• Dedicated point of contact with South African Tourism who receives the requests, has full sight of all requests and status; coordinates the progress completion of all requests; manages the account financials.</li> </ul>
<b>Project Planning &amp; SLA:</b>	<ul style="list-style-type: none"> <li>• Roadmap development, maintenance and control required with overall and split by business units and with defined periods of gathering requirements and reverting.</li> <li>• Support desk with relevant and time services to support stakeholders across all South African Tourism countries and time zones, Monday to Friday during working hours.</li> <li>• Continuous agile project management development principles and optimization of the deals dashboard.</li> <li>• Continuous agile project management development principles and optimization of the southafrica.net website with monthly sprints.</li> <li>• Continuous agile project management development principles and optimisation of Trade related portals e.g. SA Specialist online training with monthly sprints.</li> <li>• Campaign driven development and optimisation for events related websites tied to event dates provided by South African Tourism.</li> <li>• Sufficient resources to handle requests that is not impacted by the day-to-day or major development work.</li> <li>• Timely turn-around time on publishing code snippets, retargeting pixels, other measurement, audience and tracking related elements that need to be added to the source code. This is subject to an approvals process defined by South African Tourism.</li> </ul>
<b>Business/Functional Analysis:</b>	<ul style="list-style-type: none"> <li>• Dedicated people who will translate SA Tourism's business requirements in to functional requirements to be executed by the development or maintenance teams</li> </ul>
<b>Digital Product Management:</b>	<ul style="list-style-type: none"> <li>• Thinking and solutions brings a marketing and business lens to the websites and apps, treating the websites as a digital product that needs to continuously evolve to meet user demands, ability to identify commercial opportunities possibly even revenue generating.</li> </ul>
<b>Strategic direction and recommendations:</b>	<ul style="list-style-type: none"> <li>• Pro-active and continuous evaluation of the websites status and performance vs international benchmarks with the objective to assure South African Tourism's websites are always at the forefront of technology and usability. The agency/partner should be equipped with the necessary tools to regularly evaluate and A/B test changes that deliver on business objectives.</li> </ul>
<b>Website and App development &amp; Maintenance:</b>	<ul style="list-style-type: none"> <li>• In-house qualified teams to secure the development of new website functionalities. Creation of applications in-line with business requirements that will be briefed by South African Tourism and the upkeep and maintenance of the running websites through a service desk</li> </ul>
<b>Search Engine Optimization (SEO):</b>	<ul style="list-style-type: none"> <li>• Both technical and on-page work is required across all South African Tourism's country sites in the languages required by South African Tourism for existing and future regional support, including and not limited to Robots.txt and sitemap file management.</li> </ul>

<b>Content Management:</b>	<ul style="list-style-type: none"> <li>To develop layouts and management of content for pre-approval which will include the assets optimization, editing, QA, SEO (Search Engine Optimization) requirements which includes but is not limited to copy, images, videos, interactive items, reporting dashboards, establishment listings and others in all South African Tourism supported languages.</li> </ul>
<b>Database Management:</b>	<ul style="list-style-type: none"> <li>Management and update of the South African National Tourism Product Database and feed quality assurance from this database to all linked websites, owned and 3rd party. This requires verification of existing entries to ascertain validity. Further the management of all of South African Tourism's owned databases for communication purposes including but not limited to the CRM system, special event communication and product listing information</li> </ul>
<b>API creation and maintenance:</b>	<ul style="list-style-type: none"> <li>Create and maintain the actual APIs, support, maintenance and integration with other platforms being aware of existing dependencies and identifying potential risks when maintaining, updating or optimizing.</li> </ul>
<b>Search functionality and associated technology:</b>	<ul style="list-style-type: none"> <li>Quality assurance on results delivered to users when they use the search functionalities on the websites. Analysis of results delivered to the users and optimization of those results in-line with what the users are looking for. The search experience of users requires ongoing optimization.</li> </ul>
<b>Fast Track process:</b>	<ul style="list-style-type: none"> <li>A SLA and sufficient resources that allow for a fast turn-around-time without conflicting or impacting on big website updates.</li> </ul>
<b>Big Releases:</b>	<ul style="list-style-type: none"> <li>Game changing and reoccurring website and applications updates, minimum every 3 months that provides users an improved experience while delivering value to the different South African Tourism's business units.</li> </ul>
<b>Hosting Management:</b>	<ul style="list-style-type: none"> <li>South African Tourism hosts its websites and applications on multiple platforms and technologies, on these technologies you will be expected to maintain and manage an Azure hosted environment as well as legacy systems that are still hosted on a more traditional hardware hosted environment with a Local hosting services provider in South Africa all while maintaining the required 99.8% uptime and ensuring the systems are up to date to prevent any possible security breaches. For countries such as China or others that require local hosting, you will be required to make use of Azure CDNs (content delivery networks).</li> </ul>
<b>Data Ownership:</b>	<ul style="list-style-type: none"> <li>All databases gathered through the SA Tourism websites and related audience information becomes proprietary to South African Tourism and classified as first part-data. The agency/partner is required to request formal approval to use any first part-data.</li> </ul>
<b>Document Management:</b>	<ul style="list-style-type: none"> <li>Create and maintain updated functional specifications of all websites. Technical and functional specification and user guide documentation to be continuously updated and reviewed on a monthly basis.</li> </ul>
<b>Usability and Experience Optimization:</b>	<ul style="list-style-type: none"> <li>Proactively and continuously analyze overall user experience and navigation on all page types including articles, reports, landing pages, campaign pages, press releases and informational pages, providing regular reports and proposed optimization as insights are identified.</li> </ul>
<b>Websites &amp; Applications Operating Performance:</b>	<ul style="list-style-type: none"> <li>Continuously monitor the performance of our websites and applications, assuring the systems are always up and running and delivering the best user experience while also maintaining the 99.8% availability that is required.</li> </ul>
<b>Legal &amp; compliancy:</b>	<ul style="list-style-type: none"> <li>Assure data compliancy practice is always and regulatory documents are always updated and uploaded on to the websites and applications.</li> </ul>

### 9.3.5 Proposals

Suitably qualified web development agencies, with in-house resources to deliver on all the work required should submit proposals that demonstrate:

- Capability, in the form of credentials (both employees and agency), agency operating model, development methodology used;
- The use of a service desk and project management tools;
- The in-depth knowledge of the required back-end and front-end systems;
- Examples of previous clients and web development work delivered;
- Performance reports or other research showing previous websites & applications delivered provided the best user experience;
- Accolades or awards given to previous websites & applications due to their innovative and user friendly nature;
- Performance reports showing previous websites & applications results of where SEO was implemented;
- Forward and innovative thinking about websites and applications;
- Detailed rate card

Proposals will be accepted from individuals and companies who offer these services, have in-house teams to deliver on all the work required, have an adequate operating infrastructure to deliver on the needs of South African Tourism. Individuals/Companies may bid for all services.

### 9.3.6 South African Tourism will consider the following priority levels and escalation procedures for help desk support:

Priority 1 - (Critical)	A critical service is unavailable or very seriously impaired by a problem. The impact on “normal business operations” is severe with employees unable to perform their normal work, or there is a serious. Adverse business/financial impact. The service provider does not have a readily available alternative way of users performing their normal work.
Priority 2	Main service is unavailable or seriously impaired by a problem. The impact on “normal business operations” is adversely affected but users can still performance their tasks at a reduced speed or less service benefits.
Priority 3	A non-critical service is unavailable or impaired by the problem. There is minor impact on users “normal business operation”.

### 9.3.7 Service levels will be tracked based on the criteria below:

Priority	Response time	Resolution ( * )
1 - (Critical)	1 hour	5 hours
2	2 hours	10 hours
3	2 hours	24 hours

All calls logged with the 1<sup>st</sup> level support service provider should be done during normal working hours. Otherwise service requests will be done 24/7 for priority 1 call.

### 9.3.8 Target performance measurements

Actual performance will be calculated as follow:

Actual performance = (Number of request resolved within the service levels per month / Total number of request) \* 100

Target performance measurements will be based on resolution times and not response times.

Service elements (System availability)	Performance (Percentage)
Severity 1	99.8%
Severity 2	99.5%
Severity 3	99%

### 9.3.9 Penalties to be considered for service level agreement will be as follow:

- If target performance for calls logged, and/or
- System availability is below 99.8% but higher than 98.8% = 5% of monthly fees payable for every resolution time increment on every service level priority.
- System availability or functionality is below 98.8% = 10%, of monthly fees payable, as per failure to resolve the issue within every interval of SLA priority turnaround time
- During the implementation phase, failure by the preferred bidder to deliver as per the agreed project plan, for each day delayed at least 10% of the implementation fee will be deducted, subject to agreed reasons for the delay.

**Note: The above-mentioned service level criteria will form the basis of the Service Level Agreement with the preferred bidder.**

#### 9.3.10 Commissioning of future work

The agreement will make provision for annual performance evaluations on the bidder to assure all South African Tourism service requirements are met. The commission of future work is subject to these evaluations and overall quality of services provided.

#### 9.3.11 Pricing schedule

A detailed pricing schedule should be included in the bid proposal, detailing all aspects to deliver the requirements to South African Tourism as required under this tender. 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.

#### 9.4 Conflict of interest

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

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

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

#### 9.5 Association between consultants

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

#### 9.6 Short listing

Only those bidders who have passed the pre-qualification achieve at least 70% (350 points out of a maximum possible score of 500 points) for functionality (minimum threshold) during phase 1 of the bid evaluation process will be invited to participate during phase 2 which is the final pitch process.

#### 9.7 Bid protocol and packaging of bids

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

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

- a) any one of those firms owns a significant interest in the other, or they have at least one director or substantial shareholder in common; and
- b) any combination of those firms engages in that restrictive horizontal practice;
- c) an agreement for co-operation between two or more competing businesses operating at the same level in the market;
- d) Price fixing- an arrangement in which several competing businesses make a secret agreement to set prices for their products to prevent real competition.

9.7.1 Proposals are expected to be presented in one pack. The pack, however, should be noticeably subdivided into 3 parts in the following order:

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

- a) Cover letter introducing your company;
- b) Original valid tax clearance certificate;
- c) Valid certified copy if B-BBEE certificate;
- d) Proof of Vat registration;
- e) Copies of latest audited Statement of financial position, Statement of financial performance and Cash flow statement and latest audit report (issued by independent auditors). Shortlisted bidders will be required to submit full set of latest financials upon request from SAT),
- f) Proof of registration with Unemployment Insurance Fund and Workmen's Compensation Fund;
- g) Letter of Good standing - Compensation Fund (COIDA);
- h) Certified copy of Companies and Intellectual Property Commission (CIPC) registration documents;
- i) Certified copies of South African Identity Documents or Valid Passports of Members, Directors or owner (*Copy with original stamp*);
- j) Certified copies of all latest share certificates, in case of a company (*Copy with original stamp*);
- k) 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.

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

- a) Initial each page of the Request for Proposal (RFP) to confirm that they have read and understood the contents of the bid;
- b) Duly complete all Standard Bidding Documentation (SBD's) as required from section 9 onwards, including Annexure A-K and provide certificates where relevant.  
Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance/ non-responsiveness.

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

- a) Bidders' capability to provide the required services as indicated in 9., this may include but not limited to resources e.g. equipment, staff, asset register, global footprint etc. in line with SAT's request for proposals (RFP);
- b) Proof of previous relevant experience;
- c) Proposed team structure and skills of team members who will be assigned to the assignments;
- d) A detailed cost breakdown based on your understanding of what the scope of work will entail.

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

## 9.8 Anti-Corruption Compliance

South African 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 South African 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 South African Tourism's discretion, whether South African Tourism will enter into any contractual agreement or other arrangements with the supplier, or not.

South African 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 South African 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.

## 9.9 Period of appointment

The appointment of the successful bidder will be subject to the signing of a contract and service level agreement for a period of for a period of 5 years which will be subject to annual performance reviews based on agreed performance KPIs between the agency and SA Tourism.

## 9.10 Evaluation process

The evaluation process will comprise of the following phases:

Phase 0	Phase 1	Phase 2	Phase 3
<b>Administration and Mandatory bid requirements</b>	Technical Evaluation	<b>Pitch Evaluation</b>	<b>Price and B-BBEE Evaluation</b>
Compliance with administration and mandatory bid requirements	Bids will be evaluated in terms of functionality (Refer to section 9.10.2 of the bid document)	Only bidder(s) who pre-qualify during phase 1 of the bid evaluation process will be allowed to participate during phase 2 of the tender process.	Comparative prices and B-BBEE level of contribution (Refer to section 9.10.3)

### 9.10.1 Phase 0: Pre-qualification Criteria

Without limiting the generality of South African Tourism's other critical requirements for this Bid, bidder(s) must submit the documents listed paragraph 9.7.1.

All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' response 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 Phase 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 South African Tourism under this tender.

Bidders will be required to achieve a minimum threshold of 70% in order to proceed to Phase 2 for the Pitch Evaluation. Bidders who do not achieve the minimum threshold, which translates to a minimum score of 350 points out of a possible maximum score of 500 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 with supporting documentation.**

Technical Evaluation Criteria	Weighting
<p><b>Bidders are required to present how they respectively intend providing support services in terms of:</b></p> <ul style="list-style-type: none"> <li>• Support of hosted environments, like Azure</li> <li>• Support for different operating systems and applications such as Windows server and Linux hosted systems</li> <li>• Ensure all hosted environment are secure from vulnerabilities with periodic tests conducted and reported.</li> <li>• Support of regional sites and pages (including remote support for ‘follow-the-sun’ sites and pages),</li> <li>• Provide a clear approach on Business continuity that will be implemented and maintained for these hosted environments including backup procedures and DR testing at least half yearly.</li> <li>• Maintenance of 99.8% system uptime</li> <li>• Performance monitored, maintained and on reported on, also performance reports from international locations.</li> </ul>	<b>35</b>
<p><b>Bidders are required to show relevant experience through case studies in the areas of:</b></p> <ul style="list-style-type: none"> <li>• Development of website and applications</li> <li>• Management of digital development roadmap, support services and all associated product related areas</li> <li>• Technical and on-page SEO</li> </ul>	<b>25</b>
<p><b>Bidders are required to show their development methodology inclusive of ways of working and supporting operational model.</b> This needs to include a combined view of the main bidder and outsourced partner of choice work together on SA Tourism</p>	<b>15</b>
<p><b>Bidders are required to show the current agency team structure vs the proposed South African Tourism team structure</b></p>	<b>15</b>
<p><b>Bidders are required to show the proposed cost structure/business model for web maintenance services and out of scope projects.</b></p>	<b>10</b>
	<b>100 tw - total weight</b>

- 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 and the subsequent system demonstration.
- The score for functionality will be calculated as in terms of the table below where each Bid Evaluation Committee (BEC) member will rate each individual criterion on the score sheet



using the following value scale:

Rating	Definition	Score
<b>Excellent</b>	<b>Exceeds</b> the requirement. Exceptional demonstration by the bidder of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services.	<b>5</b>
<b>Good</b>	<b>Satisfies</b> the requirement with <b>minor additional benefits</b> . Above average demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services..	<b>4</b>
<b>Acceptable</b>	<b>Satisfies</b> 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.	<b>3</b>
<b>Minor Reservations</b>	Satisfies the requirement with <b>minor reservations</b> . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>2</b>
<b>Serious Reservations</b>	Satisfies the requirement with <b>major reservations</b> . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>1</b>
<b>Unacceptable</b>	<b>Does not meet the requirement</b> . 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.	<b>0</b>

#### 9.10.3 Phase 2: Pitch Evaluation = Weighting out of 100 basis points

Only bidders who have met the minimum threshold of 70% for functionality during Phase 1 of the bid evaluation process will be allowed to participate in phase 2 of the process. For Phase 2 all qualifying bidders are required to pitch, for a period no longer than 60 minutes, to a bid evaluation committee who will be responsible for scoring the respective pitch presentations.

The 60-minute pitch presentation slot will be used as follows: 45 minutes for the pitch presentation and 15 minutes to respond to questions asked by the bid evaluation committee l.

Bidders will be required to achieve a minimum threshold of 80% (at least 400 points out of a possible maximum 500 points) during this phase (phase 2) of the bid evaluation process in order to further proceed to Phase 3 which is the final evaluation which only considers comparative price and B-BBEE level of contribution.

Bidders who do not achieve the minimum threshold, which translates to a minimum score of 400 out of a possible maximum score of 500 points, will not be further considered for evaluation during phase 3 of the bid evaluation process.

For the pitch, bidders will be required to present their ability to deliver on the scope of work in response to a brief that will be provided. The brief will provide concrete cases to respond to reflecting the following:

Pitch Evaluation Criteria	Weighting
<b>Bidders are required to show their expertise and experience in delivering best in class "User Experience" websites and applications designs.</b>	<b>20</b>
<b>Bidders are required to show their ability to work with all the different SA Tourism business units and regional teams.</b>	<b>15</b>
<b>Bidders are required to show their expertise and experience in web/app development, SEO, data and analytics, tagging &amp; tracking, website performance and all related web product elements.</b>	<b>35</b>

Bidders are required to introduce the team and agency culture, including the outsourced partner of choice.	10
Bidders are required to show their hosting management capabilities.	20
	100 tw - total weight

- Pitch presentations will be evaluated strictly according to the evaluation criteria stipulated in this section.
- The panel responsible for scoring the respective pitch presentations will evaluate and score all pitch presentations based on information presented during the pitch and consistency with what was submitted in Phase 1.
- The score for the pitch evaluation will be calculated as in terms of the table below where each Bid Evaluation Committee (BEC) member will rate each individual criterion on the above score sheet using the following value scale:

Rating	Definition	Score
<b>Excellent</b>	<b>Exceeds</b> the requirement. Exceptional demonstration by the bidder of the relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services.	<b>5</b>
<b>Good</b>	<b>Satisfies</b> the requirement with <b>minor additional benefits</b> . Above average demonstration by the bidder of the relevant ability, understanding, experience, skills, resource and quality measures required to provide the goods / services.	<b>4</b>
<b>Acceptable</b>	<b>Satisfies</b> 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.	<b>3</b>
<b>Minor Reservations</b>	Satisfies the requirement with <b>minor reservations</b> . Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>2</b>
<b>Serious Reservations</b>	Satisfies the requirement with <b>major reservations</b> . Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resources and quality measures required to provide the goods / services, with little or no supporting evidence.	<b>1</b>
<b>Unacceptable</b>	<b>Does not meet the requirement</b> . 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.	<b>0</b>

#### 9.10.4 Phase 3: Price and BBBEE Evaluation (80+20) = 100 points

Only Bidders that have met the 70% threshold in Phase 1 and subsequently meets the 80% threshold in Phase 2 of the bid evaluation process will be further evaluated during Phase 3 of the bid process.

During this phase only comparative price and B-BBEE level of contribution will be considered 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 be considered as the preferred bidder who South African Tourism will enter into further negotiations with. Upon the successful negotiation and signing of a contract and services level agreement with the preferred bidder all other bidders will be considered as unsuccessful.

### 9.10.5 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### GENERAL CONDITIONS

9.10.5.1 The following preference point systems are applicable to all bids:

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 of tenders.

Where the lowest acceptable tender is below R50 million, the 80/20 preference point system must be used. If the lowest acceptable tender is above R50 million, the 90/10 preference point system will be used.

9.10.5.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

9.10.5.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

9.10.5.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

9.10.5.5 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 by the purchaser.

### 9.10.6 DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 9.10.7 POINTS AWARDED FOR PRICE

#### 9.10.7.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

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

**9.10.7.2 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**9.10.8 BID DECLARATION**

9.10.8.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 9.10.5.3 AND 9.10.7.2

B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 9.10 must be in accordance with the table reflected in paragraph 9.10.7.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**9.10.9 SUB-CONTRACTING**

9.10.9.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

9.10.9.2 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 or QSE  
*(Tick applicable box)*

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	✓	✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9.11 DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.11.1 Name of company/firm:.....
- 9.11.2 VAT registration number:.....
- 9.11.3 Company registration number:.....
- 9.11.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**9.11.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....  
.....

9.11.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.11.7 Total number of years the company/firm has been in business:.....

9.11.7.1 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-BBE status level of contributor indicated in paragraphs 9.7.5.3 and 9.9 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 9.8.5 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 9.8.5.3 and 9.9, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	
1.	.....
2.	.....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS

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.



## 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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER

<b>FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	[IF YES ENCLOSE PROOF]	<b>THE GOODS /SERVICES /WORKS OFFERED?</b>	PART B:3 ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/></span> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			
<p><b>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.</b></p>			
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**

This will only be applicable during phase 2 of the tender and relevant to shortlisted bidders who qualified to participate during the phase.

**12. TIME FRAMES**

Include a detailed project / roll-out 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.







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 to undertake remunerative work outside employment in the public sector? YES / NO

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 or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If yes, furnish particulars: 

--	--

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

2.9.1 If yes, furnish particulars: 

--	--

2.10 Are you, or any person connected with the bidder, aware of any relationship (family,

friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.10.1	If 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				

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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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	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?	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 bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**19. CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)**

I, the undersigned, in submitting the accompanying bid:

.....

(Bid number and Description)

in response to the invitation for the bid made by:

**SOUTH AFRICAN TOURISM**

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

I certify, on behalf of: .....that:

(Name of Bidder)

- 19.1 I have read and I understand the contents of this Certificate;
- 19.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 19.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 19.4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 19.5 For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 19.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 19.7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

19.8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**20 BIDDER DECLARATION**

The bidder hereby declares 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)