



SOUTH AFRICAN TOURISM

GENERAL TENDER CONDITIONS

AND

TENDER - REQUEST FOR PROPOSALS

Tender no SAT NETHERLANDS 004/19

Appointment of a Fulfillment Centre for distribution of marketing collateral & brochures in North Europe market

Date issued: 18 October 2019

Tender due date: 11 November 2019 (12h00)

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

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1 INTRODUCTION

South African Tourism is a statutory body whose main object is to promote tourism to and within The Republic of South Africa, by marketing the country as a tourism destination both internationally and domestically. Although accountable to Parliament of the Republic of South Africa, South African Tourism is an independent and impartial organization affiliated to the Government of the Republic of South Africa.

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

Compliance to the regulations of the Public Finance Management Act (PFMA) forms part of South African Tourism's annual audit review by the Auditor General of South Africa at which time our organisation have to proof that our procurement processes took place within the minimum norms and standards as provided for within the Public Finance Management Act of The Republic of South Africa whilst having regard for the laws and regulations which governs procurement in the country in which goods and services will be delivered.

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

The submission of proposals will be in terms of this document. All information requested, must be supplied and all annexure completed, whether such information or annexure refers to the eventual tender or not. This information will form part of the eventual tender and must thus 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 bidders must periodically review our website for updated information or amendments with regard to tenders, prior to the due dates at the following link:

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

2 CLOSING DATE

The closing date for the submission of proposals is **12h00 on Monday, 11 November 2019**. No late submissions will be accepted under any circumstance and no exceptions will be made.

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 no pages 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, and 1 electronic copies (in PDF format), must be submitted in a sealed envelope with the following markings:

Tender Number : SAT **NETHERLANDS** 004/2019
Description : Fulfilment Centre for consumer and trade brochure enquiries
Closing date : 12:00 on November 11th 2019
Name of Company : (Tenderer)
Contact Person : (Tenderer)

- 3.5 Tenders should be hand delivered or couriered to the following address so as to reach the destination not later than the closing date and time:

Manager : Finance & Administration
Mrs Sthembile Zulu
South African Tourism
48A Jozef Israelskade
1072 SB Amsterdam
The Netherlands

- 3.6 Unless specifically provided for in the tender document, no tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.
- 3.7 No briefing session will be held for this tender

4 CONTACT AND COMMUNICATION

- 4.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Sthembile Zulu via email sthembile@southafrica.net. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address. All responses will be published on South African Tourism's website <https://www.southafrica.net/gl/en/corporate/page/tenders>.
- 4.2 Any communication to an official or a person acting in an advisory capacity for South African Tourism in respect of the bid after the closing date and the award of the bid by the Bidder(s) is discouraged.
- 4.3 All communication between the Bidder(s) and South African Tourism must be done in writing within the prescribed period.
- 4.4 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 be accurate, current or complete.
- 4.5 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 to afford South African Tourism an opportunity to consider what corrective action is necessary (if any).
- 4.6 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.
- 4.7 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 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.

We understand that your privacy and the security of your personal information is extremely important. Please use the link to understand what we do with your private data: <https://www.southafrica.net/nl/nl/travel/page/privacybeleid>

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 South African Tourism to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by South African 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 disqualify the Tenderer and/or to immediately terminate any agreements subsequently entered into without prejudice to any of South African Tourism rights it has in terms of such agreement and/or any law.

5.2 VAT, DUTIES AND OTHER TAXES

Prices must be quoted inclusive of VAT (BTW) 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 EUR.

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 become 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, South African 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 3 months (90 days) after the tender due date. All 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 to either the whole project or phase/s of the 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 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 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 a 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 respective countries namely: Netherlands, Belgium, Denmark, Sweden, Finland and Norway. 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

South African Tourism will approve all content reviews and assessments set. No service will be provided to South African Tourism before an official purchase order has been issued to the supplier and service delivery will be within the specified time scale after the receipt of the official order.

Invoices will become due and payable 30 (thirty) days after receipt thereof.

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.

All invoices to be issued must be in Euro currency.

A single monthly-consolidated invoice / or invoice(s) in line with agreed billing cycle(s) will be submitted to South African Tourism for certification and will be supported by all relevant documentation.

6.7 QUALITY ASSURANCE

All services rendered by the Tenderer, its personnel, agents or sub-contractors will be subject to on-going evaluation to determine its effectiveness and will be so guaranteed for a period of 60 months by the Tenderer after acceptance by South African Tourism.

6.8 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, including, but not limited to, copyright, trademarks, design rights, patent rights and other similar rights in the Request for Proposal and the tender response and in any works or products created as a result of the performance of the Tenderer in relation to this Request for Proposal and tender response, will vest in, and are hereby assigned to 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 Tender 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. Tenders that are qualified by a bidder'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 Tender.

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.

7 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 recognized 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 recognized 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 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 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 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.

7.1 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.

7.2 PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid. 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.

7.3 INDEMNITY

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 South African 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.

7.4 PRECEDENCE

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

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

7.5 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 because of the Bidder's participation in this Bid process.

7.6 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 if 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 or applicable countries observing applicable country laws. South African Tourism further reserves the right to cancel a contract with a successful bidder if such bidder does not remain tax compliant for the full term of the contract.

South African Tourism will therefore accept printed or copies of Tax Clearance Certificates submitted by bidders but will verify their authenticity on eFiling (only applicable to South Africa based companies).

7.7 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 South African's 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 or by another government institution.

7.8 GOVERNING LAW

The governing law that dictates this bid, the bid response process and all processes associated with this bid is the World Trade Organization (WTO) agreement (including South African procurement law) on government procurement and the Organization for Economic Cooperation and Development (OECD) principals for integrity for public procurement.

Should any bidder be in disagreement with the governing laws to be applied, this should be stated in their bid submission.

7.9 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. If South African Tourism allows a bidder to make use of sub-contractors, such sub-contractors will always 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.

7.10 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 South African 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.

7.11 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).

7.12 AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (RFP SAT 004/19), 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.

7.13 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.

7.14 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 South Africa's Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background South African Tourism condemns 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.

7.15 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.

7.16 DURATION OF THE CONTRACT

South African Tourism intends to enter into a 60 (Sixty) months contract with the successful bidder. A service level agreement/contract, with performance indicators based on the specification of the bid, will be concluded with the successful bidders to facilitate contract management and performance monitoring. The said agreements will quantify cost-benefits and mitigate risks to South African Tourism whilst protecting the successful bidders from scope creep.

Deliverables will be monitored continuously to ensure that products/services are delivered in accordance with the conditions of the contracts. The preferred bidders will be required to submit (without limitation) performance reports.

8 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 cancellation, 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.

9 TENDER DOCUMENT SUBMISSION

All annexure 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 with a complete schedule describing deviations from specifications and technical brochures must be submitted where applicable.

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

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

ANNEXURES TO TENDER - REQUEST FOR PROPOSAL

9.1 ANNEXURE A: DETAILED SPECIFICATION OF GOODS & SERVICES

9.2 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. It is therefore compulsory that the document be completed and stamped by a Dutch Notary.

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

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

9.5 ANNEXURE E: DECLARATION OF INTEREST FOR TENDERS

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

9.7 ANNEXURE G: 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.

9.8 ANNEXURE H: CERTIFICATE OF INDEPENDENT BID DETERMINATION

9.9 SUPPLIER REGISTRATION

Bidders registered as legal entities who wishes to submit proposals for this tender need to attach proof of successful supplier registration on National Treasury's Centralized Supplier Database (CSD) before any bid will be considered. South African Tourism will also 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.

Bidders registered as legal entities outside the borders of South Africa is exempted from registering on National Treasury's Centralized Supplier Database (CSD) but will have to submit affirmation of Business certification/registration.

10 ANNEXURE A: DETAILED SPECIFICATION OF GOODS AND SERVICES

10.1 BACKGROUND ON SOUTH AFRICAN 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. South African Tourism is a schedule 3 A Public Entity in terms of schedule 3 of the Public Finance Management Act 1 of 1999.

"Objectives of the Tourism Act 3 of 2014" which are to:

- a) promote the practicing of responsible tourism, contemplated in subsection (2) of the act, for the benefit of the Republic and for the enjoyment of all its residents and foreign visitors;
- b) provide for the effective domestic and international marketing of South Africa as a tourist destination;
- c) promote quality tourism products and services;
- d) promote growth in and development of the tourism sector; and
- e) enhance cooperation and coordination between all spheres of government in developing and managing tourism.

South African Tourism's North Europe Hub business focuses on 3 distinct areas i.e. leisure, MICE, travel trade (tourism retail) with media relations as a key consideration to drive brand positivity and Tourism Grading as the reason to believe in our tourism products and experiences. The countries within this portfolio are divided into 2 regions: Benelux (consisting only of Netherlands and Belgium) and Nordics (Sweden, Denmark, Norway and Finland)

10.2 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 20 Business Units. Details of these are as follows:

1	Office of the CEO	Internal Audit
		Corporate Governance
		Corporate Legal Services
2	Chief Strategy Officer	Insights
		Analytics
		Strategy and Innovation
3	Chief Financial Officer	Financial Management
		Supply Chain and Asset Management
4	Chief Convention Bureau Officer	Meetings, Incentives, Conference & Exhibitions
		Strategic Events and Exhibitions
		Business Events development and Services Support
		Mega events including but not limited to Africa's Travel Indaba and Meetings Africa
5	Chief Operations Officer	Human Capital
		Information and Communications Technology
		Domestic Marketing
		Africa
		East Africa (Kenya, Tanzania, Uganda)
		West Africa * (Nigeria, Ghana)
		Africa Land Markets (Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini, Zambia, Zimbabwe)
		Angola
		Europe
		South Europe Hub
		France *
		Spain
		Portugal
		Italy
		Central Europe hub
		Germany *
		Austria
		Switzerland
		UK and Ireland Hub
		UK *
		Ireland
		North Europe Hub
		Netherlands *
		Belgium
		Nordics
		Americas
		North Americas Hub
US *		
Canada		
South Americas Hub		
Brazil		
Argentina		
Chile		
Asia, Australasia, Middle East		

		Australia and New Zealand Hub
		Australia *
		New Zealand
		Middle East
		India *
		Middle East
		South East
		Asia Pacific
		China *
		Japan*
		South African Missions
6	Chief Marketing Officer	Brand and Marketing
		Global Public Relations and Communications
7	Chief Quality Assurance Officer	Visitor Experience
		Tourism Grading Council
		Global Trade Relations

COUNTRIES SERVICED BY SOUTH AFRICAN TOURISM'S NORTH EUROPE HUB DIVISION

South African Tourism's North Europe Division executes a broad spectrum of segment-specific marketing activities and support activities in the several countries and these are divided into the following hubs:

Benelux region	Netherlands
	Belgium
Nordic region	Sweden
	Denmark
	Norway
	Finland

10.3 SCOPE OF SERVICES

As a South African Government agency operating in The Netherlands, our organization is compelled to operate within the precincts of the Public Finance Management Act (PFMA) of The Republic of South Africa. This Act was established to secure transparency, accountability, and sound management of the revenue, expenditure, assets and liabilities of all South African Government Agencies during their normal course of business.

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

South African Tourism in the Netherlands serves as a hub for North Europe (Netherlands, Belgium, Norway, Sweden, Finland and Denmark) and manages a central fulfilment centre, through an outsourced agent, that handles all consumer and trade marketing material enquiries in the countries which it services. The contract with the current service provider is ending on 30 November 2019 and we are accordingly inviting reputable services providers with an established track record and vast experience in this field to submit proposals for the possible appointment to provide these services to our office for a period of 60 (sixty) months.

The scope of service will mainly include the warehousing and the distribution of collateral to fulfil enquiries for information material to consumers and trade on behalf of South African Tourism North Europe.

10.4 WAREHOUSING

- The service provider needs to provide safe and orderly warehousing facilities for South African Tourism North Europe with a minimum capability of 100sqm for its marketing collateral;
- The proficiency of warehouse management must be of best practice and leading web based information technology in order to ensure the integrity of the stock;
- Keep and maintain accurate records of all documents pertaining to the warehousing of the goods, which should be made available to SAT upon written request;
- Adhere to and comply with all reasonable lawful directives and instructions of South African Tourism pertaining to the provision of warehousing services;
- Adhere to and comply with all applicable laws pertaining to the provision of warehousing services under Dutch/Industry laws;
- The expertise of staff must be of a high standard to ensure that the daily administration of the warehouse is highly efficient;
- The warehouse agent will be responsible for:
 - i) Receiving all marketing material ordered and produced by SAT North Europe on its behalf;
 - ii) Warehouse such stock until it needs to be distributed;
 - iii) Distribute stock when instructed to do so (after picking and crating/packaging it).
- Perform fulfillment services (being picking, packing and packaging goods) for delivery as and when instructed by South African Tourism;
- Ensure that all requests for stock will be made available for dispatch within 24 hours of confirming receipt of the request for stock from SAT Netherlands.

10.5 DISTRIBUTION

- All stock should be send per standard mail and large quantities should be shipped via the most cost effective solution bearing in mind transit times;
- All stock should be distributed within 24 hours from receiving the request. Stock should be sent in such a way that it reaches the client within a maximum period of 7 calendar days (so if standard mail will be too slow, it should be couriered);
- Access to Netherlands, Belgium and Nordics travel agency database, able to add contact details to database to place orders.

10.6 MOVING OF EXISTING STOCK

- The cost of moving SAT North Europe marketing material from its existing service provider to the warehouse of the successful bidder will be borne by the successful bidder.

10.7 EQUIPMENT AND STAFFING

- The appointed contractor should provide dedicated key personnel and equipment, including IT hardware and software, for the optimal servicing of the account.

10.8 STOCK TAKE

- SAT North Europe requires the successful bidder to send South African Tourism a quarterly stock report.

10.9 INSURANCE

- The successful bidder will be required to indemnify South African Tourism for the total replacement value of goods placed under its control and/or within its possession in order to discharge the services required by the bid;
- The successful bidder will, in light of 10.9.1 above, be required to have such industry standard insurance at its availability as to ensure adequate indemnification of its risk in light of 10.9.1 above and to maintain such insurance for the duration of its obligations toward South African Tourism;

- The cost of such insurance shall be borne by the successful bidder for all consignments of goods to its control or possession of a value of less than EUR 10,000-00 (Ten thousand);
- South African Tourism shall only be expected to bear the cost for insurance in the event that additional insurance costs are incurred as a result of the value of nature of the consignment, that is:
 - Should the consignment exceed EUR 10,000-00, South African Tourism shall bear responsibility for additional insurance cost only to the value of the additional insurance cost, if any; and
 - Should the consignment contain items not covered by industry standard insurance held by the successful bidder, South African Tourism shall assume the cost for such item-specific insurance as South African Tourism may or may not require, but only after South African Tourism has required such insurance in writing from the successful bidder.

10.10 REPORTING (all reporting to be in English)

10.10.1 The appointed contractor will e-mail SAT's representative in The Netherlands with the following monthly reports:

- Freight management report;
- Proof of delivery report;
- Service level report;

10.10.2 The appointed contractor will e-mail SAT's representative in The Netherlands with the following monthly reports that should include at least the following information:

- Stock number,
- Description of stock item,
- Stock owner (project manager at SAT),
- Date the stock arrived,
- Initial stock quantities that arrived,
- Quantities moved/distributed,
- Remaining stock quantities, and
- Minimum stock level.

10.10.3 Provide SAT Netherlands with monthly statistics that reflect the performance of the Courier Services in terms of the number of parcels delivered and collected and performance against the Service level Representations;

10.10.4 Stock levels should be available, real time, via the internet.

10.11 PRICE (Inclusive of BTW and all other relevant taxes)

10.11.1 A detailed price schedule should be included in the proposal which clearly indicates proposed rates for storage of printed material and banners and should separately reflect the following **(base pricing on 100 square meters)**:

- Rate per pallet per week (based on a Euro pallet 1,2m x 0,8m x 1,4m (h),
- Rate per square meter per week (max height 1.5m),
- Rate for once-off handling fee per pallet for off-loading, receipting, locating into position, and reloading,
- Rate for fine picking and packaging labor and material, or any preparation for dispatch,
- Rate sheet (price per kg) for courier document express,
- Rate sheet for Domestic tariffs that clearly indicates the following:
 - Overnight express by 10h30 (door-to-door express service),
 - Overnight express by 13h00 (door-to-door overnight service),
 - Domestic budget cargo (door-to-door overnight service),
 - Additional domestic services (i.e. early delivery, Saturday collections/deliveries, after hours, domestic same day express etc).
- Proposed annual fluctuations in tariffs, and
- Any other cost component relevant to these services not included above.

The final evaluation might look at short-listed bidders (bidders who meets the minimum required score OF 70% for functionality) in more detail and may call for additional information.

11 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

11.1 EVALUATION PROCESS

The evaluation process will comprise of the following phases:

Phase 0	Phase 1	Phase 2	Phase 3
Administration and Mandatory bid requirements	Functionality	Price	Recommendation and Appointment
Short listing of bidders who are able to meet the Requirements. Only bidders that comply with ALL these criteria will proceed to Phase 1.	Bidder(s) are required to achieve a minimum threshold of 70% to proceed to Phase 2 Only bidder(s) who pre-qualifies during Phase 1 of the bid evaluation process will be allowed to participate during phase 2 of the tender process.	Bidder(s) who meets the minimum threshold set for Phase 2 evaluation will be further evaluated on comparative price	Final successful bidder will be recommended for appointment

11.2 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (this is only applicable for South African -registered legal entities).

BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

11.2.1 Phase 0: Pre-qualification Criteria (Phase 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 if they do not meet the requirement outlined.

11.2.2 Phase 1: Functional Evaluation Criteria = Weighting of 100 basis points

All bidders are required to respond to the technical requirements of the solution as outlined under the scope of work.

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

- I. Desktop Technical Evaluation - Bidders will be evaluated out of a weight of 100 where bidders will be required to achieve a minimum threshold of 70%. Bidders who does not meet the 70% minimum threshold will be eliminated and will not be considered for further evaluation.

- II. Only bidders who have met the minimum threshold under the (i) will be advanced to Phase 2 for further evaluation.
- III. South African Tourism has set minimum standards (Gates) that a bidder needs to meet to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Functional Evaluation Criteria (Gate 1)	Functional Evaluation Criteria (Gate 2)	Price (Gate 2)
Bidders must submit all documents. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum threshold of 70% to proceed to Gate 2	Only bidder(s) who pre-qualifies during Gate 1 of the bid evaluation process will be allowed to participate during Gate 2 of the tender process.	Bidder(s) who meets the minimum threshold set for Gate 2 evaluation will be further evaluated on comparative price.

South African 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.

- 11.3 The following preference point system will be applicable for this bid:

Category	Points
Functionality	80%
& Comparative Price (Warehousing)	20%
Total	100%

- 11.4 Points awarded for functionality

80%	Percentage points allocated for FUNCTIONALITY	
20%	Lowest acceptable % for FUNCTIONALITY (calculated : 70% of the total Functionality percentage) Tenderers with less than this % will be eliminated	
Deliverables / Performance Indicators		Value allocated
Technical expertise (capability, personnel and expertise against proposed services) As well as Company experience within the industry		20
Infrastructure (warehouse facilities and ability to adhere to SAT global distribution requirements as per paragraph 10.4		20
Stock security, loss prevention initiatives and inventory control		20
Customs clearance resources and capabilities		15
Custom fulfilment services (collateral and material management, poster/video/promotional material fulfilment, label generation etc.)		15
Proposed rate cards (distribution cost)		10
		100
		tw - total weight

Evaluation Matrix determining value of weights based on				
Poor	Acceptable	Good	Very good	Excellent
1	2	3	4	5

“functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

“comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

12 ANNEXURE B - COMPANY INFORMATION

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)		
BID IN RESPECT OF TENDER NO		
LEGAL NAME OF BIDDER		
TRADING NAME OF BIDDER		
COMPANY REGISTRATION NUMBER		
POSTAL ADDRESS		
STREET ADDRESS		
CONTACT PERSON FOR THIS TENDER		
TELEPHONE NUMBER	Code:	Number:
CELLPHONE NUMBER		
FACSIMILE NUMBER	Code:	Number:
E-MAIL ADDRESS		
TYPE OF COMPANY/FIRM		
<input type="checkbox"/> PARTNERSHIP / JOINT VENTURE / CONSORTIUM		
<input type="checkbox"/> ONE PERSPN BUSINESS / SOLE PROPRIETY		
<input type="checkbox"/> CLOSE CORPORATION		
<input type="checkbox"/> COMPANY		
<input type="checkbox"/> (PTY) LIMITED		
<input type="checkbox"/> Other - Specify		
DESCRIBE PRINCIPAL BUSINESS ACTIVIES		
COMPANY CLASIFICATION		

<input type="checkbox"/> MANUFACTURER
<input type="checkbox"/> SUPPLIER
<input type="checkbox"/> PROFESSIONAL SERVICE PROVIDER
<input type="checkbox"/> OTHER e.g. transport etc (specify)

Total number of years the firm has been in business		
Total number of employees :		
Full Time		
Part Time		
Street Address of all Facilities used by Firm (eg. Warehousing, storage space, offices etc.)		
Do you Share Facilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, which facilities		
With who do you share facilities (Name of Firm / Individual)		
Is the firm registered or does it have a business license		
<input type="checkbox"/> Registered	Number :	
<input type="checkbox"/> Business License	Number :	
Detail all trade associations in which you have membership		
Did the firm exist under another name	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, What was the firm's previous name		
Who were the owners / partners / directors		

List the current partners, proprietors and shareholders by name, ID number, Citizenship, and Ownership, as relevant

Shareholder Name	ID Number	Citizenship	Date of Ownership	Percentage Voting

Note. Identify should owners themselves be a company or partnership

Should space be insufficient, please attach annexures

Complete the following information for each Partner, Proprietor, Shareholder, Director, and Officer of the Firm (viz. chairperson, company secretary, director, etc.)

Title	Name	Gender (M/F)	Disable (Yes/No)	Percentage of time devoted

Identify any owner or management officer who has an ownership interest in another firm

Name	Name & address of other firm	Title in other firm	Percentage Owner	Type of other business

Identify any owner or management officer who is an employee of, or has duties in another business enterprise

Name	Duties as Employee in Other Firm	Name and address of other firm	Type of other business

List the major items of equipment, plant and vehicles owned by the firm			
Item Description			Quantity
What is the enterprises annual turnover (excluding taxes) during the lesser period for which the business has been operating, or for the previous three financial years			
Euro amount :	€		
Or Previous three financial years	Year	Year	Year
	€	€	€
List the four largest contracts / assignments completed by your firm in the last three years			
Work Performed	For whom	Contact Person & Telephone numbers	Contract Fee Amount

ARE YOU AN ACRREDITED REPRESENTATIVE IN THE NETHERLANDS FOR THE GOODS / SERVICES / WORKS OFFERED?	YES or NO
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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	
Dutch Notary Signature	
Dutch Notary Stamp	

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

Tenderers must ensure that a detailed pricing schedule is included that is broken down to meet the conditions set out in this document. If uncertain, as much detail as possible should be provided.

List any third party's involvement in your solution and include costs thereof. Provide a summary of all costs. The tender prices should be quoted in Euro currency. Refer to Validity Period with regard to costs, point 6.3.

Please summarize the total project cost below which agrees to your detailed pricing schedule:

SUMMARY OF TOTAL PROJECT COST

TOTAL BID PRICE	Euro (Including all applicable taxes)	Projected annual escalation Percentage
TOTAL PROJECT COST		

14 TIME FRAMES

Pricing schedule should include stipulate time frames for delivery and/or execution.

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

15 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 -

- 15.1 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.
- 15.2 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;

15.3 if my/our tender is accepted the acceptance may be communicated to me/us by e-mail, letter or order by ordinary post or registered post;

15.4 laws of Kingdom of the Netherlands will govern the contract created by the acceptance of my/our tender

I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

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

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

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

I/We declare that I/we have participation /no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tender(s) involved:

Duly signed by authorised person on this _____ day of _____ 2019 as unconditional acceptance of the terms and conditions of this Tender.

Name: _____

Signature: _____

In capacity as: _____

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

16 ANNEXURE E: DECLARATION OF INTEREST FOR TENDERS

This declaration must accompany tender documents submitted.

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

The tenderer is employed by South African Tourism or acts on behalf of South African Tourism; and/or the legal person on whose behalf the tender document is signed, has a relationship with persons/a person who are/is involved with the evaluation of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation of the tender.

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

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

Duly signed by authorised person on this _____ day of _____ 2019 as

Declaration of Interest for the tendering of: _____

TENDER REQUIREMENT, TENDER NUMBER.

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

Dutch Notary Declaration:

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

This declaration must accompany tender documents submitted.

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.

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

Full name of bidders or his or her representative:	
Identity Number:	
Position occupied in the company (director, trustee, shareholder):	
Company registration number:	
Tax reference number:	
BTW registration number:	

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

If so, furnish the following particulars:

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

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

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)

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

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

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

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

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

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

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

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

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

Full details of directors/trustees/members/shareholders

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

DECLARATION

I, THE UNDERSIGNED (NAME) _____

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

18 ANNEXURE G - DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD8)

This Standard Bidding Document must form part of all bids invited where a service provider has performed work in South Africa during the last 5 years.

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.

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

18.3.1	If so, furnish particulars:		
18.4	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"/>
18.4.1	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

19 ANNEXURE H - CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)

I, the undersigned, in submitting the accompanying bid:

.....
 (Bid number and Description)

in response to the invitation for the bid made by:

SOUTH AFRICAN TOURISM

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

I certify, on behalf of:that:

(Name of Bidder)

- I. I have read and I understand the contents of this Certificate;
- II. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- III. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- IV. 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;

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.

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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.

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.

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

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

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