



## PART A: GENERAL TENDER CONDITIONS (SAT TENDER NO/ SOUTH EUROPE 001/21)

### 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 3A 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.

Section 217 of the Constitution of the Republic of South Africa, 1996, prescribes that goods and services must be contracted through a system that is fair, equitable, transparent, competitive and cost-effective and also confers a constitutional right on every potential supplier to offer goods and services to the public sector when needed.

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

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

### 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                                   |
|   |                                 | Corporate Governance                             |
|   |                                 | Corporate Legal Services                         |
|   |                                 | Strategy and Innovation                          |
| 2 | Chief Financial Officer         | Financial Management                             |
|   |                                 | Supply Chain and Asset Management                |
| 3 | 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              |
| 4                  | Chief Operations Officer | Human Capital  |
|                    |                          | Digital Technology   |
|                    |                          | Domestic (South Africa)  |
|                    |                          | Africa   |
|                    |                          | East Africa (Kenya, Tanzania, Uganda)  |
|                    |                          | West Africa * (Nigeria, Ghana)   |
|                    |                          | Africa Land Markets (Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini, Zambia, Zimbabwe) |
|                    |                          | Angola   |
|                    |                          | Europe   |
|                    |                          | <i>South Europe Hub</i>  |
|                    |                          | France *   |
|                    |                          | Spain  |
|                    |                          | Portugal   |
|                    |                          | Italy  |
|                    |                          | <i>Central Europe hub</i>  |
|                    |                          | Germany *  |
|                    |                          | Austria  |
|                    |                          | Switzerland  |
|                    |                          | <i>UK and Ireland Hub</i>  |
|                    |                          | UK *   |
|                    |                          | Ireland  |
|                    |                          | <i>North Europe Hub</i>  |
|                    |                          | Netherlands *  |
|                    |                          | Belgium  |
|                    |                          | Nordics  |
|                    |                          | <b>Americas</b>  |
|                    |                          | <i>North Americas Hub</i>  |
|                    |                          | US *   |
|                    |                          | Canada   |
|                    |                          | <i>South Americas Hub</i>  |
|                    |                          | Brazil   |
|                    |                          | Argentina  |
|                    |                          | Chile  |
|                    |                          | <b>Asia, Australasia and the Middle East</b>   |
| <i>Australasia</i> |                          |  |
| Australia*         |                          |  |
| New Zealand        |                          |  |
| <i>MEISEA</i>      |                          |  |
| India *            |                          |  |
| Singapore          |                          |  |
| Malaysia           |                          |  |
| Turkey             |                          |  |

|   |                                 |  |
|---|---------------------------------|--|
|   |                                 | UAE  |
|   |                                 | <i>Asia Pacific</i>                        |
|   |                                 | China *                                    |
|   |                                 | Japan*                                     |
|   |                                 | <b>South African Missions</b>              |
| 5 | Chief Marketing Officer         | Brand and Marketing                        |
|   |                                 | Global Public Relations and Communications |
|   |                                 | Insights                                   |
|   |                                 | Analytics                                  |
| 6 | Chief Quality Assurance Officer | Brand Experience                           |
|   |                                 | Global Trade Relations                     |
|   |                                 | Tourism Grading Council                    |
|   |                                 | Visitor Experience                         |

### 3 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.

#### 3.1 CONTACT AND COMMUNICATION

- The delegated office of South African Tourism may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 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) must only be for clarification any communication outside of this will be discouraged.
- All communication between the Bidder(s) and South African Tourism must be done in writing.
- 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.
- 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).
- 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.
- 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.

### 3.2 SECURITY AND INTEGRITY CLEARANCE

- All information documents, records and books provided by South African Tourism to any bidder, in connection with the invitation to tender or otherwise, are strictly private and confidential. These will not be disclosed by any bidder 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 bidder 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 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.

### 3.3 FALSE INFORMATION

Should the Bidder 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 Bidder 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 Bidder 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.

### 3.4 VAT, DUTIES AND OTHER TAXES

- Prices must be quoted inclusive of VAT/GST and all other relevant taxes and duties (where applicable) should be shown separately.
- The full price under this tender must be quoted in the EURO.

### 3.5 TENDER SURETY

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

#### 3.5.1 DOWNSCALING OF WORK

South African Tourism reserves the right to downscale the required services should the need arise. In such cases, at least 3 months' notice of such downscaling will be provided to the successful bidder.

#### 3.5.2 COMPLETENESS OF THE SOLUTION

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

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

### 3.5.3 CONTRACTUAL IMPLICATIONS

- The bidder must complete all documents in full and submit these with the proposal. Failure to comply with these requirements may invalidate the bidder or disqualify the proposal.
- Upon submission of the tender response, the Bidder 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.
- The Bidder 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.
- 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.
- The successful bidder will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter into.
- The terms and conditions of this Request for Proposal and any agreement entered into between South African Tourism and Bidder as a result of a successful proposal by the Bidder to this Request for Proposal (RFP) shall always be interpreted and subject to the laws of the country where the services will be rendered

### 3.5.4 CONDITIONS OF PAYMENT

- No service should be provided to South African Tourism in terms of this tender and no amount will become due and payable by South African Tourism before: a cost estimate and relevant 3rd party supporting documents (where applicable) has been provided by the service provider/supplier.
- an official purchase order or similar written instruction has been issued to the supplier where service delivery will be within the specified time scale after the receipt of the official purchase order or similar written instruction; and

Unless otherwise determined in the contract or other agreement, all payments due to creditors will be settled within 30 days from receipt of a valid 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 currency where the services will be rendered for South African Tourism. No GST or VAT may be levied on work that meets the criteria of an export.

Bidder 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.

### 3.5.5 QUALITY ASSURANCE

All services rendered by the Bidder, 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 Bidder after acceptance by South African Tourism.

### 3.5.6 INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights, applicable to the awarded bidder, including, but not limited to, copyright, trademarks, design rights, patent rights and other similar rights in the Request for Proposal and the tender response and in any works or products created as a result of the performance of the Bidder 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.

### 3.5.7 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 the tender, the bidder warrants that they are highly skilled, professional, competent and experienced in the area which they have tendered for. Any work performed by a successful bidder will be evaluated.

The bidder 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 bidder's own conditions may be rejected as being invalid, and failure of the bidder 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 bidder must supply the requested information within 24 hours after the request has been made, otherwise the bidder may be disqualified. South African Tourism may also request a demonstration, and bidders must comply with such a request within 24 hours.

### 3.5.8 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.

### 3.5.9 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 bidders 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>

### 3.5.10 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.

### 3.5.11 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.

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.

Foreign bidders with no residence, branch, permanent establishment, source of income or liable for any form of taxation in South Africa do not have to comply with the above Tax requirements.

### 3.5.12 GOVERNING LAW

The bidder agrees to submit to the exclusive jurisdiction of laws of the country where this bid is issued. In the event of 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, the courts of such country shall have jurisdiction

### 3.5.13 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.

### 3.5.14 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.

### 3.5.15 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).

### 3.5.16 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.

### 3.5.17 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.

### 3.5.18 FRONTING

South African Tourism supports the spirit of Broad based Black Economic Empowerment and recognises 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 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.

### 3.5.19 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.

### 3.5.20 DURATION OF THE CONTRACT

South African Tourism intends to enter into a thirty-six (36) 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 unless the parties agree otherwise.

South African Tourism reserves the right to curtail the contract period of any tender awarded or to curtail any aspect of any bidder. In the event of any such curtailment, the bidder will have no claim against South African Tourism

### 3.5.20 PRICING SCHEDULE

South African Tourism will earmark realistic budgetary resources where the preparation of a well-thought-through cost estimate is essential. Prospective bidders [or bidders] must submit a

comprehensive proposal with a detailed pricing schedule inclusive of all aspects necessary to deliver the requirements to South African Tourism as required under this tender. The proposed pricing schedule shall consist of only the capped costs applicable to the services or goods and which shall at all times be subject to negotiation. For the avoidance of doubt, the capped costs shall be regarded as final and shall not be exceeded during negotiation. The detailed pricing schedule should, for the avoidance of doubt, also be summarised under Annexure C of the bid document

### 3.5.22 SERVICE LEVEL AGREEMENT

Upon award South African Tourism and the successful bidder will conclude a Service Level Agreement (SLA) regulating the specific terms and conditions applicable to the services being procured by South African Tourism. Punitive service levels will be applied. Bidders will be required to submit as part of their respective bids, draft copies of the proposed SLA.

### 3.5.23 SHORT LISTING

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

Prior to a final recommendation to South African Tourism's Bid Adjudication Committee the Bid Evaluation Committee for this tender will do site inspections where actual production is intended to take place.

### 3.5.24 BID PROTOCOL AND PACKAGING OF BIDS

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

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

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

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

Confirm that the bidder(s) is to: -

- (a) Act honestly, fairly, and with due skill, care and diligence, in the interests of South African Tourism;
- (b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- (c) Act with circumspection and treat South African 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 South African Tourism;
- (f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- (g) To conduct their business activities with transparency and consistently uphold the interests and needs of South African Tourism as a client before any other consideration; and
- (h) To ensure that any information acquired by the bidder(s) from South African Tourism will not be used or disclosed;
- (i) Unless the written consent of the client has been obtained to do so.

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

PART A- Tender Conditions and Standard Bidding Documents All documents and completed annexures of the Request for Proposal (RFP) as they were issued

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

PART B- Scope of Work

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

PART C- Evaluation process, Bidder's proposal, supporting information to demonstrate a bidder's experience, capacity, capability and suitability against the required scope of services under this tender which should include at least, but not limited, the following:

#### **4 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.

#### **5 TERMINATION OF CONTRACT**

South African Tourism reserves the right to curtail the scope of any tender awarded or to curtail any aspect of any bidder. In the event of any such curtailment, the bidder 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 contract and service level agreement to be signed by both the supplier and South African Tourism.

## **6 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.

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.

### **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 -

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.

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;

if my/our tender is accepted the acceptance may be communicated to me/us by email and will be regarded as my/our method of communications.

the law of the Republic of France will govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place)

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

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

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

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

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

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

Duly signed by authorised person on this            day of            2021    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.**



**7 ANNEXURES TO TENDER - REQUEST FOR PROPOSAL**

7.1 ANNEXURE A: COMPANY INFORMATION (SBD 1)

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

7.3 ANNEXURE C: DETAILED BREAKDOWN OF TOTAL COST AND STANDARD SERVICES (SBD 3.3)

7.4 ANNEXURE D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

7.5 ANNEXURE E: DECLARATION OF INTEREST FOR TENDERS (SBD 4)

7.6 ANNEXURE F: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

7.7 ANNEXURE G: CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

7.8 ANNEXURE H: BIDDER DECLARATION

7.9 ANNEXURE I: GENERAL CONDITIONS OF A CONTRACT

**ANNEXURE A - COMPANY INFORMATION (SBD 1)**

| 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]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX]<br><br><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> |   |  |                                     |   |



|  |  |   |  |
|--|--|---|--|
| <p style="color: blue; font-weight: bold;">ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>   | <p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p> | <p style="color: blue; font-weight: bold;">ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> | <p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3 ]</p> |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |   |  |
| <p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?<br/> <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?<br/> <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?<br/> <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?<br/> <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?<br/> <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>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.</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 (e.g. 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/GST) during the lesser period for which the business has been operating, or for the previous three financial years |      |            |      |
| EURO amount :  | EURO |            |      |
| Or Previous three financial years  | Year | Year       | Year |
|  | EURO | EURO       | EURO |
| 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  |  |

**ANNEXURE B - 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).

**South African 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**

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

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

| TOTAL BID PRICE        | EUR (Including all applicable taxes) | Projected annual escalation Percentage |
|------------------------|--------------------------------------|--|
| Year 1                 |                                      |  |
| Year 2                 |                                      |  |
| Year 3                 |                                      |  |
| Other - Specify        |                                      |  |
| Other -Specify         |                                      |  |
| Other - Specify        |                                      |  |
| Total cost for 3 years |                                      |  |

**ANNEXURE D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1 ATTACH PROOF OF BBB-BEE CERTIFICATE).**

**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.**

**1. GENERAL CONDITIONS**

1.1 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.

1.2 Points for this bid shall be awarded for:

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

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

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

1.4 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.

1.5 The purchaser 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.

**2. 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 bidder 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;

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 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 (90/10 system) | Number of points (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 |
|---------------------------|---|---|

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.3 AND 4.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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 least 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 |  |  |
|---------|--|--|

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[Tick applicable box]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[Tick applicable box]

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

8.8 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 1.3 and 6.1 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 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 6.1, 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.

|  |
|--|
| <p>WITNESSES</p><br><p>1. ....</p><br><p>2. ....</p> |
|--|

|  |
|--|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> |
|--|

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.

**ANNEXURE E: DECLARATION OF INTEREST FOR TENDERS (SBD 4)**

This declaration must accompany tender documents submitted.

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should be the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

-the bidder is self employed by the state; and/or

-the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

|     |  |  |
|-----|--|--|
| 2.1 | Full name of bidders or his or her representative:                 |  |
| 2.2 | Identity Number:   |  |
| 2.3 | Position occupied in the company (director, trustee, shareholder): |  |
| 2.4 | Company registration number:                                       |  |
| 2.5 | Tax reference number:  |  |
| 2.6 | Vat registration number:   |  |

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

2.7.1 If so, furnish the following particulars:

|         |   |  |
|---------|---|--|
| 2.7.1.1 | Name of person / director / trustee / shareholder / member: |  |
|---------|---|--|

|         |   |  |
|---------|---|--|
| 2.7.1.2 | Name of state institution at which you or the person connected to the bidder is employed: |  |
| 2.7.1.3 | Position occupied in the state institution:   |  |
| 2.7.1.4 | Any other particulars:  |  |

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority YES / NO

to undertake remunerative work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid)

|         |  |  |
|---------|--|--|
| 2.7.2.2 | If no, furnish reasons for the non-submission of such proof: |  |
|---------|--|--|

2.8 Did you or your spouse, or any of the company's directors/trustees/shareholders/members YES / NO

or their spouses conduct business with the state in the previous twelve months?

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

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

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

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who YES / NO may be involved with the evaluation and or adjudication of this bid?

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

2.11 Do you or any of the directors/trustees/shareholders/members of the company have YES/ NO any interest in any other related companies whether or not they are bidding for this contract?

|                                     |  |
|-------------------------------------|--|
| 2.11.1 If yes, furnish particulars: |  |
|-------------------------------------|--|

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

3 Full details of directors/trustees/members/shareholders

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

4 DECLARATION

I, THE UNDERSIGNED (NAME) \_\_\_\_\_

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
NAME OF  
BIDDER

**ANNEXURE F - 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.

|     |  |                                 |                                |
|-----|--|---------------------------------|--------------------------------|
| .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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 1.1 | If so, furnish particulars:  |                                 |                                |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 2.1 | If so, furnish particulars:  |                                 |                                |
| 3   | <p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |



|     |   |                                 |                                |
|-----|---|---------------------------------|--------------------------------|
| 3.1 | If so, furnish particulars:   |                                 |                                |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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

**ANNEXURE G - CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD9)**

This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.

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.

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. disregards 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.

**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 have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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 consortium<sup>3</sup> 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.

<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.

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

.....  
Name of bidder

.....  
Position

**ANNEXTURE H: 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 South African Tourism;
- b. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat South African 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 South African Tourism;
- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct business activities with transparency and consistently uphold the interests and needs of South African Tourism as a client before any other consideration; and
- h. Ensure that any information acquired by the bidder(s) from South African 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)



**ANNEXURE I: GENERAL CONDITIONS OF A CONTRACT**

The successful Bidder 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) and a service level agreement, has been signed by both the Bidder and South African Tourism, whereupon the Request for Proposal and tender response will cease to have force and effect.

END