SOUTH AFRICAN TOURISM

PART A: GENERAL TENDER CONDITIONS: SAT 348/26 APPOINTMENT OF SERVICE PROVIDER TO ASSIST WITH OPTIMISATION OF MARKETING, PRODUCTION AND ADVERTISING COSTS FOR 36 MONTHS

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 Tourism Act No. 3 of 2014 (as amended). South African Tourism is a Schedule 3A Public entity in terms the Public Finance Management Act No. 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 a 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 is 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 2022, 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.

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 the 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 is 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 ZAR (RAND).

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 the 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 provided that such information does not give a bidder an unfair advantage. The bidder must supply the requested information within 24 hours after the request has been made, should the bidder be unable to provide information as per the set timelines, South African Tourism reserves the right to proceed with the initial information regardless lack of clarity from the bidder. South African Tourism may also request a demonstration, and bidders must comply with such a request within 24 hours or set timelines.

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 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.

3.5.13 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 ant 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.

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 condemn any form of fronting.

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

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 Thirty-Six months (36) 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

3.5.21 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.

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.

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

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

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

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

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

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

Duly signed by authorized person on this _____day of _____ 2024 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 SUPDATABASE (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: DECLARATION OF INTEREST FOR TENDERS (SBD 4)

7.4.1 ANNEXURE D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (SBD 6.1)

7.5 ANNEXURE E: BIDDER DECLARATION

7.6 ANNEXURE F: 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 CENTARLISED 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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]						

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

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

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

Total number of years the firm has been in business	
Total number of employees :	
Full Time	
Part Time	
Street Address of all Facilities used by Firm (e.g. Warehousing, storage space, offices etc.)	

Do you Share Facilities	☐ Yes	☐ 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			
ZAR amount :	ZAR		
Or Previous three financial years	Year	Year	Year
	R	R	R

Management Structure (Percentage of management on executive level in each of the following groups)	
Group	Percentage
African	
Coloured	
Indian	
White	

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

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 the 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 involving Consortia / Joint Ventures / Sub-contractors, 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 (SBD3.3)

Bidders are required to summarize the proposed cost/fees as per the financial proposal for three 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) **Pricing for evaluation purposes:**

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

Bidders should provide cost as per below for evaluation purposes. Cost to be inclusive of Vat and annual escalation for year 2 and year 3.

Item	Year 1	Year	Year 3
Cost by optimisation expertise			
Media cost optimisation			
Production cost optimisation			
Marketing Platform cost review			
Reporting and analytics			
Cost for media rate benchmarking			
Cost for media procurement / negotiation			

Cost for media performance audits			
Cost for agency remuneration benchmarking			
Any platform, data or benchmarking subscription costs for websites/platforms			
Production rate benchmarking			
Master artwork / adaptation optimisation			
Video and TV production			
Photography			
Digital assets			
Social content			
Print			
OOH production			
Translation / localisation across our MPIF and ELO markets			
Post-production			
Usage rights / talent fees			
Music and licensing			
Monthly retainer for a period of 12 months with details element included in the retainer;			
Per project percentage costing.			
TOTAL			

ANNEXURE D: DECLARATION OF INTEREST FOR TENDERS (SBD 4)

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	**Identity Number**	**Name of State institution**

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or direct the enterprise's course and decisions.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

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

3.3 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

_____

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.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ..……

Signature Date

…… ……

Position Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is either the 90/10 preference point system.

or

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Women Ownership	02	04		
Black Youth Ownership	02	02		
Black Ownership	04	10		
Small, Medium, and Micro Enterprises (SMMEs)	02	04		
Total	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

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 E: 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