



SOUTH AFRICAN TOURISM

GENERAL TENDER CONDITIONS

AND

TENDER - REQUEST FOR PROPOSALS

Tender no 0054/09

Domestic Tourism Survey

8 December 2009

TENDER DUE DATE

**20 January 2010
12h00**

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1 INTRODUCTION

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

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

Potential tenderers with access to the internet must periodically review <http://www2.southafrica.net/satourism/> for updated information or amendments with regard to tenders, prior to due dates.

2 CLOSING DATE

The closing date for the submission of proposals is **12h00 on Wednesday , 20 January 2010**. All proposals, **including 3 copies**, should be submitted on or before the time and date, and should be placed in the tender box which is located in the foyer of South African Tourism, Bojanala Building, 90 Protea Road, Chislehurst, Sandton.

3 TENDER DOCUMENTS MARKING

Failure on the part of the tenderer to sign/mark this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.

Tenders must be completed in black ink where mechanical devices, e.g. typewriters or printers, are not used.

Tenderers will check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability will be accepted with regard to claims arising from the fact that pages are missing or duplicated.

Each tender, including 3 copies, must be submitted in separate sealed envelopes with the following markings:

Tender Number	:	0054/09
Description	:	Domestic Tourism
Closing date	:	12h00 on 20 January 2010
Name of Company	:	(Tenderer)
Contact Person	:	(Tenderer)

Clearly indicate on the envelope which proposal is the original

And may be posted to: Mr Theo Thumbran
Manager: Supply Chain Management
South African Tourism
Private Bag X 10012
Sandton
2146

so as to reach the destination not later than the closing date and time.

OR, may be deposited in the locked tender box in the foyer in the reception area at:

South African Tourism's Head Office : 90 Protea Road, Chislehurst, Sandton, 2196

Unless specifically provided for in the tender document, no tenders transmitted by telegram, telex, facsimile, E-mail or similar apparatus will be considered.

All inquiries may be directed to : Mr Theo Thumbbran, Tel: 011 895 3021, Fax: 086 6112 472 or
Email: theo@southafrica.net

The closing date for submission is 12h00 on Wednesday , 20 January 2010. No late submissions will be considered.

A voluntary briefing session will be held from 09h30am to 10h30am on the 14th of December 2009 at the offices of South African Tourism, 90 Protea Road, Chislehurst, Sandton (Renoster 1 boardroom).

4 SECURITY AND INTEGRITY CLEARANCE

All information documents, records and books provided by South African Tourism to any tenderer, in connection with the invitation to tender or otherwise, are strictly private and confidential. These will not be disclosed by any tenderer to any third party, except with the express consent of South African Tourism, which will be granted in writing prior to such disclosure. South African Tourism, however, reserves the right to disclose any information provided by any tenderer to any of the employees of South African Tourism for successful tenders.

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

South African Tourism may require contractors to permit 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.

1.1 FALSE INFORMATION

Should the Tenderer provide and/or provides South African Tourism intentionally or negligently with false and/or misleading information or intentionally or negligently omitted any material fact that may have rendered any statement made by the Tenderer misleading, in connection with this Tender Request for Proposal or supporting information or any subsequent requests for information and/or such misleading and/or false information and/or omission of any material fact induced South African Tourism in awarding the Tender and/or concluding any subsequent agreement shall entitle South African Tourism in it's sole discretion forthwith disqualify the Tenderer and/or to immediately terminate any agreements subsequently entered into without prejudice to any of South African Tourism rights it has in terms of such agreement and/or any law.

1.2 VAT, DUTIES OTHER TAXES

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

5 SPECIAL TENDER CONDITIONS

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

South African Tourism is/will not be liable for any costs incurred in preparation and delivery of tenders.

All documents, samples and materials submitted as part of a tender become the property of South African Tourism, and yet in any event South African Tourism will not be liable for loss or damage to any documents, samples and materials submitted.

1.3 TENDER SURETY

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

1.4 DOWNSCALING OF WORK

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

Furthermore, South African Tourism reserves the right to award Parts 1 - 9 separately or together.

1.5 VALIDITY PERIOD

The tender proposal must remain valid until 31 March 2010. All prices indicated in the proposal and other recurrent costs must remain firm for the period of the contract.

1.6 COMPLETENESS OF THE SOLUTION

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

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

1.7 CONTRACTUAL IMPLICATIONS

- 1.7.1 Upon submission of the tender response, the Tenderer is unconditionally bound by the terms and conditions of the Request for Proposal and the tender response. In the event of any conflict or confusion arising between the terms and conditions of the RFP and the tender response, the RFP shall prevail.
- 1.7.2 The Tenderer acknowledges that awarding of the Tender is based solely on the information supplied in the tender response, accordingly the relevant Terms and Conditions of the Request for Proposal and the tender response will be incorporated in the subsequent written agreement, unless otherwise provided by South African Tourism.
- 1.7.3 Other than providing rights to South African Tourism, nothing in this Tender Request and tender response should be construed to give rise to South African Tourism having any obligations or liabilities whatsoever, express or implied.
- 1.7.4 The successful Tenderer shall only be entitled to render services and/or provide goods to South African Tourism once a separate written contract has been signed by both the Tenderer and South African Tourism, whereupon the Request for Proposal and tender response will cease to have force and effect.
- 1.7.5 The successful tenderer will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter into.

1.8 CONDITIONS OF PAYMENT

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

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

Notwithstanding any provisions in this document, no payment will become due or payable unless the invoice is accompanied with a statement, reconciling all monies already paid and still outstanding.

All invoices to be issued must be in South African currency unless the tender is done in a country outside South Africa, in which case the currency quoted should be either USD, Euro, Pound Sterling or Australian Dollar.

Tenderer shall be responsible for any foreign exchange loss incurred due to currency fluctuations, without having any recourse whatsoever against South African Tourism for such loss.

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

1.9 QUALITY ASSURANCE

1.10

All services rendered by the Tenderer, its personnel, agents or sub-contractors will be subject to on-going evaluation to determine its effectiveness and will be so guaranteed for a period of 36 months by the Tenderer after acceptance by South African Tourism.

1.11 INTELLECTUAL PROPERTY RIGHTS

1.12

All intellectual property rights, including, but not limited to, copyright, trade marks, design rights, patent rights and other similar rights in the Request for Proposal and the tender response and in any works or products created as a result of the performance of the Tenderer in relation to this Request for Proposal and tender response, will vest in, and are hereby assigned to South African Tourism, unless specifically agreed otherwise, in the form of individual written Agreements signed by both parties.

1.13 AWARDING OF CONTRACT

1.14

Proven relevant experience and success, as well as the ability to deliver services required will be important considerations.

By the submission of tender, each submitter warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she has tendered. Any work performed by a successful tenderer will be evaluated.

The tenderer also warrants that the service provided will be of a superior standard, and is unlikely to cause undue difficulties.

The proposal may be awarded, in part or in full, at the sole discretion of South African Tourism, to one or more concerns on a non-exclusive basis. Proposals that are qualified by a tenderer's own conditions may be rejected as being invalid, and failure of the submitter to renounce such conditions when called upon to do so may invalidate the proposal.

South African Tourism may request clarification or additional information regarding any aspect of the proposal. The tenderer must supply the requested information within 24 hours after the request has been made, otherwise the tenderer may be disqualified. South African Tourism may also request a demonstration, and submitters must comply with such a request within 24 hours.

6 TERMINATION OF CONTRACT

South African Tourism reserves the right to curtail the scope of any tender awarded or to curtail any aspect of any tenderer. In the event of any such cancellation, the tenderer will have no claim against South African Tourism.

South African Tourism also reserves the right to terminate, in South African Tourism's sole discretion and without providing any reason for the termination, the award of any proposal to any party if such party breaches, on 2 or more occasions, any component of the Service Level Agreement to be signed by both the supplier and South African Tourism.

8 PROPOSAL SUBMISSION

All annexures must be completed in full, using the given numbering format. All attachments or references to attachments must be clearly marked and specific to information required. Compliance or Non-compliance with detailed information must be indicated per paragraph as per Numbering Format. If there are additional and/or alternative products/services, options must be separately tendered for in the form of a separate proposal, with a complete schedule describing deviations from specifications and technical brochures must be submitted where applicable.

Own conditions submitted by small, micro enterprises will be considered sympathetically by South African Tourism, however South African Tourism reserves the right to call upon the tenderer to renounce such conditions.

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

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

ANNEXURES TO TENDER - REQUEST FOR PROPOSAL

1.14.1 ANNEXURE A : DETAILED SPECIFICATION OF GOODS & SERVICES

1.14.2 ANNEXURE B : COMPANY INFORMATION

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

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

1.14.5 ANNEXURE E : DECLARATION OF INTEREST FOR TENDERS

1.14.6 ANNEXURE F : TENDER ENTERPRISE DECLARATION AFFIDAVIT

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

1.14.7 ANNEXURE G : TAX CLEARANCE CERTIFICATE

To demonstrate financial standing, attach original valid tax clearance certificate/s, obtainable from the Receiver of Revenue.

The ST5.1 form, Application for Tax Clearance Certificate must be submitted to the Receiver of Revenue where the tenderer is registered for income tax purposes. That Receiver of Revenue will furnish the tenderer with a Tax Clearance Certificate - valid for 12 months.

Failure to submit an original valid tax clearance certificate shall invalidate a quotation, tender and/or inclusion in any list or database of prospective suppliers.

1.14.8 ANNEXURE H : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This annexure serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The tender of any tenderer may be disregarded if that tenderer, or any of its directors have :

- Abused the institution's supply chain management system;
- Committed fraud or any other improper conduct in relation to such system; or
- Failed to perform on any previous contract.

1.14.9 SUPPLIER REGISTRATION, SAT2Q-FRM-22

This is required for completion after tender has been awarded. I.e. not required upon submission of tender.

Provide the names of references that could be contacted by South African Tourism to carry out reference checks, and to substantiate claims contained in their proposal.
Demonstrate they are applying affirmative action employment practices and procurement programme that promotes empowerment of SMME's and previously disadvantaged groups.

10 ANNEXURE A : DETAILED SPECIFICATION OF GOODS AND SERVICES

1.15

8.1 Background on South African Tourism

South African Tourism Board, hereinafter referred to as South African Tourism, was established in terms of section (2) of the Tourism Act, (Act No. 72 of 1993 as amended), with the aim of stimulating sustainable international and domestic demand for South African tourism experiences as well as to institute measures aimed at the maintenance and enhancement of the standards of facilities and services hired out, or made available to tourists.

8.2 South African Tourism's Business Units and Country offices

1.16

South African Tourism executes a broad spectrum of segment-specific marketing activities and support activities through 16 business units, each with its own Business Plan and Budget, reporting to a Business Unit Manager (BUMA). These business units are:

8.2.1 Office of the CEO/COO (headed by both the CEO and COO), consisting of:

- Legal
- Administration
- Internal audit
- Board Secretary

8.2.2 Finance (headed by the Chief Financial Officer), consisting of:

- Finance
- Supply Chain Management
- Payroll
- Financial Compliance & Performance Information including ISO Quality Management

8.2.3 Research (headed by the Chief Research Officer)

8.2.4 Human Resources (headed by the General Manager: Human Resources)

8.2.5 Business Systems (headed by the Manager : Business Systems)

8.2.6 PR & Communication (headed by the Global Manager: Communication), consisting of:

- PR
- Stakeholder Management

8.2.7 E-Marketing (headed by the Global Manager : E-Marketing)

8.2.8 Central Marketing (headed by the Chief Marketing Officer), consisting of:

- Central Marketing
- Global Advertising and Marketing Management
- Global Projects
- Global Trade Relations

8.2.9 Events (headed by Global Manager : Events)

8.2.10 Product (headed by Global Manager : Product)

8.2.11 Business Tourism (headed by Global Manager : Business Tourism)

8.2.12 Americas & UK (headed by the Regional Director: Americas & UK), consisting of:

- country offices in the USA (New York) and UK (London) respectively, managed by Country Managers tactical marketing activities in 2 markets, Canada and Brazil, which is managed from Head Office by its Business Unit Manager (also referred to as a Regional Director)

8.2.13 Europe (headed by the Regional Director: Europe), consisting of:

- 4 country offices in Germany (Frankfurt), Italy (Milan), Netherlands (Amsterdam) and France (Paris) respectively, managed by Country Managers
- no tactical marketing activities
- watch-list marketing activities in 1 market, Belgium, which is managed by the Country Manager for the Netherlands

8.2.14 Asia & Australasia (headed by the Regional Director: Asia & Australasia), consisting of:

- 4 country offices in Japan (Tokyo), India (Mumbai), Australia (Sydney) and China (Beijing) respectively, managed by Country Managers
- watch-list marketing activities in 1 market, New Zealand, which is managed by the Country Manager for Australia

8.2.15 Africa & Domestic Marketing (headed by the Regional Director : Africa & Domestic), consisting of:

- 4 key markets, Nigeria, Kenya, Tanzania and Angola respectively, managed by Trade Relations Managers from Head Office
- all SADC countries, which are managed from Head Office by a Country Manager for SADC
- South African domestic tourism, which is managed by a Country Manager for Domestic based at Head Office
-

8.2.16 Tourism Grading Council of South Africa (headed by their Chief Quality Assurance Officer (CQAO) reports to SAT CEO (within SA Tourism accounting system)

➤

VERY IMPORTANT: At the time of compiling this tender document, South African Tourism was in the process of reviewing its global markets for the next three years effective 1 April 2011 and changes to the above are accordingly possible.

11 8.3 Scope of services

12 8.3.1 Background of previous survey

Since 2007, South African Tourism commissioned a monthly domestic survey. This survey was designed to measure headline indicators as they naturally occur in the real world. This ensures that such measurement is a proper representation of existing travel trends and the characteristics of travellers in the national population.

8.3.1.1 The following key indicators are measured:

Volume: the incidence of domestic travel and how many trips are taken;
Value: how much is spent annually by domestic tourists;
Number of bed nights: The number of nights spent in various establishments;
Provincial distribution: How the volume, value and bed nights are distributed between the nine provinces;
Seasonality: When do people travel?

8.3.1.2 The core architecture of the survey achieves the following objectives:

provides coverage of both locales and people through a multi-stage stratified sampling strategy, with Probability Proportionate to Size (PPS) sampling at higher stages of the sampling hierarchy and Equal Probability Selection Methods (EPSEM) at the lower stages.

primary sampling units (EAs) are selected using PPS, following which the individual households are selected using EPSEM. Individual respondents within households are selected using the Kish grid, and reweighting is used to account for non-response.

a geographical frame is used as the basis to structure the PPS selection of EAs. This is essential to permit vertical analysis of returned data by geographical area (EAs, Sub-Place, Main Place, Geotype, Province) and thus achieve national, provincial and sub-provincial resolution.

uses race, age and gender as the benchmark demographics to structure the PPS selection of individuals, thereby ensuring sufficient representation of the national adult population.

every iteration of the survey (monthly, quarterly and annually) is weighted and reweighted to ensure proper congruence with the benchmark demographics in respect of location and individuals

Sample weighting is achieved using the latest mid-year estimates from StatsSA, and by use of various weighting techniques, such as the integrated weighting technique and calibration weighting.

8.3.1.3 The survey is designed to cover three categories of respondents:

- a) Non travelers in the past 12 months
- b) Travellers in the past 12 months
- c) Travellers in the past month

The survey is designed to measure the incidence of domestic travel in the adult population through a random sample. A “booster” sample was used previously to collect more details on those who did travel in the past month. As the primary objective of the survey is to measure the incidence of domestic travel, the “booster” sample is optional going forward. The data is collected through a structured questionnaire that is administered through a face-to-face interview in the respondent’s home. The length of the interview varies depending on the number of trips taken by the respondent with the longest interview taking approximately one hour to administer.

8.3.1.4 Objectives of the survey

1.16.1 Determine the incidence of travel among the population

1.16.2 Quantify trips taken by travellers over a 12-month period

- 1.16.3 Understand the timing of trips to specific provinces
- 1.16.4 Measure the average length of stay per trip
- 1.16.5 Understand the usage of provincial facilities, such as accommodation, transport and tourist attractions
- 1.16.6 Measure satisfaction with various provincial facilities and overall friendliness and efficiency of the provincial Tourism product
- 1.16.7 Determine an approximate value of the trips, taking all trip related expenditure into account
- 1.16.8 Identify the reasons for travelling and not travelling
- 1.16.9 Identify the incidence of province choice and reasons for choosing that particular province.
- 1.16.10
- 1.16.11 8.3.2 Scope of work

The overall scope of the project will require the successful market research house to do the following:

Design a sample size for the survey that is both statistically significant, while at the same time allowing the results to be compared on a similar basis to the surveys previously administered. This sample size should also be significant enough to analyze travellers only. The sample design must comply with the core architecture as described above.

Administer the survey monthly from April 2010 to March 2013. The questionnaire will be provided by South African Tourism though the research house must take into account the potential language barriers and provide for translation. The intention is for the questionnaire to be interviewer-administered. Administer the surveys using the most appropriate, accurate and cost effective face-to-face method (e.g. PAPI or CAPI).

Manage all field operations and provide monthly reports to SA Tourism.

Ensure the necessary quality measures are in place, both in field and in the compilation of data files. SA Tourism requires monthly process and methodology audits that would identify deficiencies in operations and data collected and ensure that corrective action is taken early to guarantee data validity.

Design a weighting methodology that allows for continuous reporting from 2007.

Compile and deliver a cleaned electronic dataset in SPSS format for each month, quarter and year, appropriately weighted.

No analysis will be required.

8.3.3 Deliverables

Documented sampling methodology and size

Questionnaires available in all the required languages

Compile and deliver a cleaned electronic dataset in SPSS format for each month, quarter and year, appropriately weighted.

No analysis will be required.

8.3.4 Price

A pricing schedule (quote), inclusive of VAT that shows both fixed and variable costs, for year one, year 2 and year 3 must be submitted. By this it is meant that should South African Tourism wish to increase or decrease the number of surveys administered prior to the commencement of the survey, they would be able to recalculate the new cost without having to request a revised quotation.

8.4 Period of appointment

The appointment of the successful bidder(s) will be subject to the signing of a Service Level Agreement with South African Tourism for a period on three years, effective 1 April 2010.

13 THE PREFERRED SUPPLIER WILL BE SELECTED BASED UPON

TENDER NO.	0054/09
DESCRIPTION	Domestic Tourism Survey
TENDER DUE DATE	20 January 2010, 12H00

CALCULATION : FUNCTIONALITY

60%	Percentage points allocated for FUNCTIONALITY
24%	Lowest Acceptable % for functionality (calculated : 40% of the total Functionality percentage) Tenderers with less than this % will be eliminated

CALCULATION : FUNCTIONALITY	
Deliverables / Performance Indicators	Value allocated
Methodology (how clearly the methodology is presented; the soundness of the methodology judged in terms of sampling, data collection and editing/imputation)	45%
Processes (processes in place to focus, monitor and check on quality; staff, facilities and technology resources to undertake this project)	25%
Primary Research Experience (the number and types of primary research projects conducted in the past year)	20%
Years in operation (the number of years the business has been in operation)	10%
	100
	tw - total weight

Evaluation Matrix determining value of weights based on :

1=poor

2=acceptable

3=good

4=very good

5=excellent (maximum value per deliverable / performance indicator is 5)

CALCULATION : PRICE (price to include VAT)

South African Tourism's Cost Estimate

R 5 000 000.00 (Inclusive of VAT year one)

40%	Percentage points allocated for PRICE
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CALCULATION : HDI GOALS

90/10 - Cost Estimate > R500 001 POINT SYSTEM

Points will be allocated as follows :

		90/10 Highest Possible score
A	Equity / Ownership	6
B	Total number of Africans, Coloured and Indians working for the company as a percentage of total employees	4
C	Bonus points if no points scored in "A" Future HDI Status	3

SHORT LISTING :

The final evaluation will look at the short-listed companies in more detail and may call for additional

Tender : Request for Proposal Company Confidential
information and presentations.

14 ANNEXURE B : COMPANY INFORMATION

Capacity and particulars of the authority under which this tender is signed :

In respect of Tender no.	
Name of Tender	
Company Name (Tenderer)	
Postal Address	
Physical Address	
Telephone number	
Facsimile number	
Details of duly authorised person to sign tender :	
Name	
Position held in company	
Contact Numbers	
Indicate if the above company is the primary contractor or joint venture/alliance partner.	
Turnover in the last three financial years.	
Percentage growth in the last three years.	

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

Tenderers must ensure that costs are broken down to meet the conditions set out in this document. If uncertain, as much detail as possible should be provided.

List any third party's involvement in your solution and include costs thereof. Provide a summary of all costs. The tender prices should be quoted in South African currency..
Refer to Validity Period with regard to costs, point 1.5.

Provide a summary of all costs.

16 TIMEFRAMES

Stipulated time frames for delivery and/or execution

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

I/We hereby tender to supply all or any of the services described in the Tender Request for Proposal, in accordance with the specifications stipulated therein (and which will be taken as part of, and incorporated into, this tender submission) at the prices and on the terms regarding time for delivery and/or execution inserted therein, to South African Tourism on the terms of the General Tender Conditions of South African Tourism

I/WE AGREE THAT -

- 1.16.12 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.
- 1.16.13 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 fulfilment 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;
- 1.16.14 if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd will be regarded as my/our agent; and delivery of such acceptance to SA Post Office Ltd will be treated as delivery to me/us;
- 1.16.15 the law of the Republic of South Africa will govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place)

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

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

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

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

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

Duly signed by authorised person on this ____ day of ____ 2009 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.

18 ANNEXURE E : DECLARATION OF INTEREST FOR TENDERS**19**

This declaration must accompany tender documents submitted.

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

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

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

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

Duly signed by authorised person on this ____ day of ____ 2009 as Declaration of

Interest for the tendering of TENDER REQUIREMENT, TENDER NUMBER.

Signature : ____

Print Name :

In capacity as : POSITION IN COMPANY .

For and on behalf of COMPANY NAME (TENDERER)

Commissioner of Oath :

20 ANNEXURE F : TENDER ENTERPRISE DECLARATION AFFIDAVIT

Tender Number		
Tender Description		
a	Name of Firm	
b	Postal Address	
c	Physical Address	
d	Contact Person	
e	Telephone Number	
f	Facsimile Number	
g	Email Address	
h	Company/Enterprise Income Tax Number	(Insert personal income tax number if a sole trader business, and personal income tax numbers if a partnership)
i	VAT Registration Number	
1	COMPANY CLASSIFICATION	
	☐ Contractor who generates more than 75% of turnover as a prime contractor ☐ Contractor who generates less than 75% of turnover as a prime contractor ☐ Labour only sub-contractor ☐ Manufacturer ☐ Supplier ☐ Professional service provider ☐ Other - Specify	
2	Total number of years the firm has been in business	
3	Total number of employees :	
	Full Time	
	Part Time	
4	Street Address of all Facilities used by Firm (eg. Warehousing, storage space, offices etc.)	

5	Do you Share Facilities	☐ Yes	☐ No
	If yes, which facilities		
	With who do you share facilities (Name of Firm / Individual)		

6	Is the firm registered or does it have a business license					
	☐ Registered		Number :			
	☐ Business License		Number :			
7	Detail all trade associations in which you have membership					
8	Did the firm exist under another name		☐ Yes		☐ No	
	If yes, What was the firm's previous name					
	Who were the owners / partners / directors					
9	List the current partners, proprietors and shareholders by name, ID number, Citizenship, PDI Status, and Ownership, as relevant					
	Shareholder Name	ID Number	Citizenship	PDI Status	Date of Ownership	Percentage Voting
	Note. Identify should owners themselves be a company or partnership Should space be insufficient, please attach annexures					
10	Equity Ownership : Percentage of total shares owned by each of the following groups					
	Group (Should add up to 100%)	Percent-age	Group	Percent-age	Group	Percent-age
a)	African		African Female		African Disabled	
b)	Coloured		Coloured Female		Coloured Disabled	
c)	Indian		Indian Female		Indian Disabled	
d)	White		White Female		White Disabled	
11	If the percentage in point 10 a) - c) above is less than 25%, attach HDI plans for the next 6 months, if any.					
12	Percentage of total number of employees working for the company					
	Group	Percent-age	Group	Percent-age	Group	Percent-age
a)	African		African Female		African Disabled	

b)	Coloured		Coloured Female		Coloured Disabled		
c)	Indian		Indian Female		Indian Disabled		
d)	White		White Female		White Disabled		
13	Complete the following information for each Partner, Proprietor, Shareholder, Director, and Officer of the Firm (viz. chairperson, company secretary, director, etc.)						
	Title	Name	Race	Gender (M/F)	Disable (Yes/No)	Percentage of time devoted	Home Address
14	Identify any owner or management officer who has an ownership interest in another firm						
	Name	Name & address of other firm	Title in other firm	Percentage Owner	Type of other business		
15	Identify any owner or management officer who is an employee of, or has duties in another business enterprise						
	Name	Duties as Employee in Other Firm	Name and address of other firm	Type of other business			
16	List the major items of equipment, plant and vehicles owned by the firm						
	Item Description					Quantity	

17	What is the enterprises annual turnover (excl VAT) during the lesser period for which the business has been operating, or for the previous three financial years			
	Rand amount :	R		
	Or Previous three financial years	Year	Year	Year
		R	R	R
18	Management Structure (Percentage of management on executive level in each of the following groups)			
	Group	Percentage		
	African			
	Coloured			
	Indian			
	White			
19	List the four largest contracts / assignments completed by your firm in the last three years			
	Work Performed	For whom	Contact Person & Telephone numbers	Contract Fee Amount
The undersigned is duly authorised on behalf of the firm and affirms that the information furnished is true and correct				
Signature :				
Duly authorised to sign on behalf of				
Address				
Telephone Number				
Date				
Commissioner of Oath Signature				
Date				
Commissioner of Oath Stamp				

21 ANNEXURE G : TAX CLEARANCE CERTIFICATE

22 ANNEXURE H : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This declaration must be included in the proposal document submitted by Tenderers.

This annexure serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The tender of any tenderer may be disregarded if that tenderer, or any of its directors have:

Abused the institution's supply chain management system
Committed fraud or any other improper conduct in relation to such system; or
Failed to perform on any previous contract.

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

Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)	☐ Yes	☐ No
If Yes, furnish particulars :		
Is the tenderer 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 (No12 of 2004)?	☐ Yes	☐ No
If Yes, furnish particulars :		
Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐ Yes	☐ No
If Yes, furnish particulars :		
Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐ Yes	☐ No
If Yes, furnish particulars :		

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.

Duly signed by authorised person on this ____ day of ____ 2009 as Declaration of Bidder's Past Supply Chain Management Practices for the tendering of TENDER REQUIREMENT , TENDER NUMBER.

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

Commissioner of Oath: