

TOURISM KWAZULU-NATAL

BID NUMBER: TKZN 01/2024



Zulu Kingdom. Exceptional

APPOINTMENT OF A SERVICE PROVIDER TO SUPPORT AND MAINTAIN THE WEBSITE, MOBILE APPLICATION AND ASSOCIATED SERVICES FOR A PERIOD OF THREE YEARS FOR TOURISM KWAZULU-NATAL

CLOSING DATE: MARCH 2024

TOURISM KWAZULU-NATAL

2nd Floor: Ithala Trade Centre Building
29 Canal Quay Road (for GPS 29 Signal Road),
Point Waterfront
Durban

Procurement Enquires:
Supply Chain Management Unit
Email: tenders@zulu.org.za
Tel: 031 366 7500

Name of Bidder:

.....

Bid Price (15% VAT Incl.):

.....

Bid Price in words: .....

.....

.....

VALIDITY: 90 DAYS

PLEASE NOTE THAT THIS TENDER IS SUBJECT TO SUPPLY CHAIN MANAGEMENT LEGISLATION AND THE GENERAL CONDITIONS OF CONTRACT AS PRESCRIBED BY NATIONAL TREASURY



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# 1. BID NOTICE AND INVITATION TO TENDER

## IMPORTANT NOTICE

NB: NO TENDER DOCUMENTS TRANSMITTED PER FAX WILL BE ADMISSIBLE

Bid description	<b>APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE WEBSITE, MOBILE APPLICATION AND ASSOCIATED SERVICES FOR A PERIOD OF THREE YEARS FOR TOURISM KWAZULU-NATAL</b>
Bid Number	TKZN 01/2024
Name of Institution	Tourism KwaZulu-Natal
Closing date and time	12 April 2024 at 12h00
<b>Compulsory Online Briefing Session</b>	
Date	11 March 2024
Venue	Online session
Details	Kindly find attached link for the compulsory online briefing session:  Microsoft Teams meeting Join on your computer, mobile app or room device Meeting ID: 399 789 518 15 Passcode: PNGQBj
Telephone	031 366 7500
Bid Enquiries	Bidders are requested to email all queries to <a href="mailto:tenders@zulu.org.za">tenders@zulu.org.za</a>
Closing of tenders	<p>No tenders will be accepted after closing time of <b>12h00</b> on the closing date. Please ensure that tenders are submitted in sealed envelopes clearly marked with the reference number <b>TKZN 01/2024</b> and addressed to the Supply Chain Management Unit (SCMU), Tourism KwaZulu-Natal (TKZN). Tenders are to be deposited in the Tender Box situated in the reception area, Tourism KwaZulu-Natal, <b>Second Floor, Ithala Trade Centre, 29 Canal Quay Road, Durban</b>, on or before the closing time and date, being <b>12h00 on 12 April 2024</b>.</p> <p>Documents are available in English only.</p> <p>Under no circumstances must documents be handed to an employee of TKZN or handed in at the Supply Chain Management Unit. Tender documents via courier services must also be deposited in the Tender/Bid Box and not handed to an employee of TKZN.</p> <p>NB: Tourism KwaZulu Natal (TKZN) will not accept responsibility for bid documents which are not deposited in the Tender Box.</p>

<b>Point scoring system</b>	The 80/20-point scoring system will be applicable to this bid, i.e. 80 points for Price and 20 points for Preferential procurement.
<b>Late bids</b>	Bid documents received after the closing time and date will be late and will not be accepted under any circumstances.
<b>Selection Process</b>	The selection process will be subject to the Supply Chain Policy of Tourism KwaZulu Natal (TKZN). Tourism KwaZulu Natal (TKZN) will not necessarily accept the lowest proposal and reserves the right to withdraw a bid without furnishing reasons.
<b>Bid Notice</b>	<p>The bid documents can be obtained online from the Tourism KwaZulu-Natal website (<a href="http://www.zulu.org.za">www.zulu.org.za</a>) at no cost.</p> <p><b>Submission of Bids:</b> One original bid document, three copies and one soft (USB) copy of the bid document must be submitted,</p> <p>Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated.</p> <p>Technical and administrative queries relating to these documents may be addressed in writing only quoting the Tender No. for attention: Supply Chain Management Unit by email to <a href="mailto:tenders@zulu.org.za">tenders@zulu.org.za</a></p> <p>Tenders may only be submitted on the original tender documentation that is issued by Tourism KwaZulu-Natal written in black ink.</p>

SDB 1

2.  
INVITATION TO BID  
(PART A)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	TKZN 01/2024	CLOSING DATE:	12 April 2024	CLOSING TIME:	12h00
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO MANAGE THE WEBSITE, MOBILE APPLICATION AND ASSOCIATED SERVICES FOR A PERIOD OF THREE YEARS FOR TOURISM KWAZULU-NATAL</b>				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
2 <sup>nd</sup> Floor, Ithala Trade Centre					
29 Canal Quay Road					
Point Waterfront, Durban					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	Anir Bidesi	
TELEPHONE NUMBER	031 366 7500		TELEPHONE NUMBER	031 366 7500	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	tenders@zulu.org.za		E-MAIL ADDRESS	tenders@zulu.org.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	<input type="checkbox"/>	OR	CENTRAL SUPPLIER DATABASE No:	<input type="checkbox"/> MAAA <input type="checkbox"/>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes <input type="checkbox"/> No <input type="checkbox"/>		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 THE QUESTIONNAIRE BELOW ]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			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.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p><b>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</b></p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p><b>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</b></p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p><b>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</b></p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p><b>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</b></p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

**SIGNATURE OF BIDDER:** .....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:** .....  
 (Proof of authority must be submitted e.g. company resolution)

**DATE:** .....

### **3. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

<b>4. CONDITIONS OF BID AND CONTRACT</b>					
	<b>Conditions</b>	<b>Confirmation</b>			
		<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no, indicate deviation</b>
<b>1.</b>	<b>GUIDELINE ON COMPLETION</b>				
1.1	Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box. The bidder must clearly state if a deviation from these requirements are offered and the reason, therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, TKZN will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.				
<b>2.</b>	<b>CONTRACT AGREEMENT</b>				
2.1	The TKZN Service Level Agreement will be the only contract signed by both parties and will form the basis of this contract. TKZN's standard terms and conditions will not be negotiated.				
<b>3.</b>	<b>ADDITIONAL INFORMATION REQUIREMENTS</b>				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to the bid being disregarded.				
<b>4.</b>	<b>CONFIDENTIALITY</b>				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				



4.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding TKZN or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation, or products to other clients without written approval of the accounting authority or the delegate.				
<b>5.</b>	<b>INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT</b>	<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no, indicate deviation</b>
5.1	Copyright of all documentation relating to this assignment belongs to TKZN. The successful bidders may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in TKZN and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
5.3	In the event that the service provider would like to use any information or data generated in terms of the Services, prior written permission must be obtained from TKZN.				
5.4	TKZN shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP TKZN shall be entitled to freely cede and assign to parties nominated by TKZN.				
<b>6</b>	<b>PAYMENTS</b>				
6.1	TKZN will pay the service provider for the actual services rendered in line with the contract.				
6.2	The service provider shall from time to time during the duration of the contract, invoice TKZN for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to TKZN.				
6.3	Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an				

	acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
<b>7</b>	<b>NON-COMPLIANCE WITH DELIVERY TERMS</b>				
7.1	As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, TKZN must be given immediate written notice to this effect. TKZN reserves the right to implement remedies as provided for in the service level agreement to be entered into with service provider.				
<b>8</b>	<b>WARRANTIES</b>	<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no, indicate deviation</b>
8.1	The service provider warranties that: It is able to conclude this Agreement to the satisfaction of TKZN.				
8.2	Although the service provider will be entitled to provide services to persons other than TKZN, the service provider shall not without the prior written consent of TKZN, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
<b>9.</b>	<b>PARTIES NOT AFFECTED BY WAIVER OR BREACHES</b>				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
<b>10</b>	<b>SUBMITTING BIDS</b>				
10.1	Supply Chain Management (SCM)				
10.2	<b>An original bound bid document, 3 bound copies and soft (usb) copy must be delivered to:</b> <b>2<sup>nd</sup> FLOOR ITHALA TRADE CENTRE</b> 29 Canal Quay Road Point Waterfront, Durban <b>And inserted into the Bid box</b>				

	Closing date: March 2024 at 12h00				
<b>11</b>	<b>LATE BIDS</b>				
11.1	Late submissions will not be accepted. A submission will be considered late if it arrived one second after 12:00 or any time thereafter. The bid (tender) box shall be locked at exactly 12:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				
<b>12.</b>	<b>BID CLARIFICATIONS</b>				
12.1	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (by email). Please make reference to Bid Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only				
<b>13.</b>	<b>FORMAT OF BIDS</b>	<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no, indicate deviation</b>
13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
<b>14.1</b>	<b>INVITATION TO BID (TC1)</b>				
<b>14.2</b>	<b>RFP DETAILS (TC 15)</b>				
<b>14.3</b>	<b>COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA (TC 4 AND TC9)</b>				
	Bidders must complete TC4. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
<b>14.4</b>	<b>SARS TAX CLEARANCE CERTIFICATE (TC10)</b>				
	The bidder must be compliance with SARS and such information will be verified with Central Supplier Database (CSD). In case of a consortium/ joint venture, or where sub-contractors are utilised, each consortium/ joint venture member <b>and/or sub-contractor</b> (individual) <b>must</b> be in compliance with SARS and the information will be verified on Central Supplier Database (CSD).				
<b>14.5</b>	<b><u>(TC5, TC11)</u></b> Certificate of Authority to Sign a Bid				

	Bidder's Disclosure				
14.5.1	Bidders must complete and submit the Declaration forms. A bidder must complete the relevant part of the document and it must indicate who is delegated to communicate or deal with TKZN. Any other irrelevant sections to the tendering entity must be marked 'N/A'.				
14.5.2	Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or Sworn Affidavit (as attested by the Commissioner of Oaths.				
14.5.3	For a consortium or joint venture: A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a <b>legal entity</b> , provided that the entity submits their B-BBEE status level certificate. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an <b>unincorporated entity</b> , provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid				
<b>14.6</b>	<b>JOINT VENTURE/CONSORTIUM AGREEMENT (FORM TC5)</b>	<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no, indicate deviation</b>
14.6.1	A copy of the joint venture/consortium agreement must be included.				
<b>14.7</b>	<b>TECHNICAL PROPOSAL /FUNCTIONALITY PROPOSAL (TC6)</b>				
14.7.1	Bidders must, at least:				
14.7.1.1	Describe, in detail, exactly how they propose to carry out the activities to achieve the outcomes identified in the terms of reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems.				
14.7.2	The bidder must confirm, by providing letters of reference including contact details, for the previous, current or ongoing projects of similar nature. This will be verified by TKZN.				
14.7.3	The proposal of the bidders should be detailed to the bidders understanding of the scope of work and outline the proposed methodology approach and plan.				

<b>14.8</b>	<b>DEVIATIONS FROM REQUEST FOR BID (FORM C14)</b>				
14.8.1	Please indicate deviations or modifications to this Request for Bid on form <b>C14</b>				
14.8.2	If no deviations are required, please mark the form "Nil" and sign				
<b>14.9</b>	<b>PRICING SCHEDULE (TC7)</b>				
14.9.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.				
14.9.2	A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
<b>14.10</b>	<b>PROCUREMENT TIMELINES</b>	<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no, indicate deviation</b>
14.10.2	Terms of reference (TOR) are the requirements by TKZN. When a proposal is submitted, a bidder must be certain that TOR are understood and has the capacity to offer a specified service.				
<b>14.11</b>	<b>PANNEXURES</b>				
14.11.1	Bidder must insert all their additional annexures in part 11. This can include professional registrations, insurances etc.				
<b>14.12</b>	<b>VAT</b>				
14.12.1	TKZN is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.12.2	TKZN reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be more than R1m for 12 conservative months as the VAT Act requires. Kindly ensure the percentage/amount for VAT is included in your bid pricing at the bidding stage should you not be registered for VAT and your bid price equals to or exceeds R1m for 12 conservative months				
<b>15</b>	<b>NEGOTIATION</b>				
15.1	TKZN has the right to enter into negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				

15.2	TKZN shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, TKZN reserve the right not to award the tender to highest ranking bidder in terms of PPPFA.				
15.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties.				
<b>16</b>	<b>DOMICILIUM</b>				
16.1	The parties hereto choose <i>domicilium citandi et executandi</i> for all purposes of and in connection with the final contract as follows:				
	Tourism KwaZulu-Natal 2 <sup>nd</sup> Floor Ithala Trade Centre 29 Canal Quay Road (for GPS 29 Signal Road) Point Waterfront Durban				
<b>17</b>	<b>COST OF BID PREPARATION</b>	<b>Yes</b>	<b>No</b>	<b>Noted</b>	<b>If no, indicate deviation</b>
17.1	Bidders shall prepare and submit a bid at their own expense.				
<b>18.</b>	<b>SITE INSPECTIONS/ PRESENTATION/ DUE DILIGENCE</b>				
18.1	TKZN reserves the right to do site inspections/presentation/due diligence of bidders to establish suitability to perform the services effectively and efficiently. Check the bidders' properties, vehicles, etc.				
<b>19</b>	<b>BID VALIDITY PERIOD</b>				
19.1	Bid will be valid for a period of 90 days				
19.2	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
19.3	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.				
<b>20</b>	<b>ISSUE ADDENDA</b>				
20.1	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the				

	Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list				
20.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
20.3	Acknowledge receipt of addenda to the tender documents, which the employer may issue.				
<b>21</b>	<b>SUBMITTING OF FRAUDULENT DOCUMENTS</b>				
21.1	TKZN will disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.				
21.2	TKZN will list bidders/ directors in the list of restricted suppliers and they will not conduct any business with an organ of state.				

## CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the KwaZulu-Natal Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the KwaZulu-Natal Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the KwaZulu-Natal Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
.....  
.....
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.
6. I/we confirm that I/we have declared all and any interest that I or any persons related to my



business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

**7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Province, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Province, in addition to any remedies it may have, may:-
  - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the contract, and/or
  - (b) Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

**SIGNED ON THIS ..... DAY OF ..... 20 ..... AT .....**

.....	.....
<b>SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE</b>	<b>NAME IN BLOCK LETTERS</b>

**ON BEHALF OF (BIDDER'S NAME)** .....

**CAPACITY OF SIGNATORY** .....

**NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)** .....

.....

**POSTAL ADDRESS** .....

.....

**TELEPHONE NUMBER:** .....

**FAX NUMBER:** .....

**CELLULAR PHONE NUMBER:** .....

**E-MAIL ADDRESS:** .....



**5. CERTIFICATION OF AUTHORITY TO SIGN A BID**

Indicate the status of the bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

<b>(A) COMPANY</b>	<b>(B) CLOSE CORPORATION SOLE PROPRIETOR</b>	<b>(C) PARTNERSHIP</b>	<b>(D) SOLE PROPRIETOR</b>	<b>(E) CO-OPERATIVE</b>
<b>(F)JOINT VENTURES</b>	<b>(G) CONSORTIUM</b>			

**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on .....20 ,

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....

.....  
(PRINT NAME)

**SIGNATURE OF SIGNATORY:** ..... **DATE:** .....

**WITNESSES:** 1..... 2.....

---



**D. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20.....  
at.....

Mr/Mrs/Ms....., whose signature appears below, has been authorised  
to sign all documents in connection with this bid on behalf of

(Name of Close Corporation) .....  
.....

**SIGNED ON BEHALF OF CLOSE CORPORATION :** .....

.....  
.....(PRINT NAME)

**IN HIS/HER CAPACITY AS** ..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1.....

2.....

**E CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20.....

at.....

Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)

.....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:** .....

**WITNESSES: 1**.....

**2**.....

**F JOINT VENTURE**

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE**

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs/Ms.....,Mr/Mrs/Ms.....

Mr/Mrs/Ms.....and Mr/Mrs/Ms.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture) .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME).....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF (COMPANY NAME): .....  
(PRINT NAME) .....

SIGNATURE: ..... DATE: .....

IN HIS/HER CAPACITY AS:

.....

**G. CONSORTIUM**

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

**AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM**

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNATURE:** ..... **DATE:** .....

## **6. TERMS OF REFERENCE FOR TOURISM KWAZULU-NATAL'S WEBSITE, MOBILE APPLICATION AND ASSOCIATED SERVICES**

### **DEFINITIONS**

- SEO – Search Engine Optimization
- SEM – Search Engine Marketing
- SLA - Service Level Agreement
- KZN – KwaZulu-Natal
- TKZN – Tourism KwaZulu-Natal
- APP – TKZN Mobile Application
- EMEs - Exempted Micro Enterprise
- IRBA – Independent Regulatory Board of Auditors
- DIGITAL STRATEGIST - A Digital Marketing Strategist is responsible for developing digital solutions to meet the clients brand objectives based on consumer insight and data.

### **1. BACKGROUND**

- 1.1. Tourism KZN (TKZN) is responsible for the promotion and marketing of the province of KwaZulu-Natal to domestic and international travelers. A key enabler to promote the destination is the use of technology.
- 1.2. TKZN embraces the 4<sup>th</sup> industrial revolution and welcomes disruptive technology which in return will assist in increasing the number of travelers that come into the province of KZN.
- 1.3. TKZN is undergoing a rationalization process and will be merged with the KZN Film Commission in due course.
- 1.4. The current TKZN website is a key marketing tool. This consists of a front-end user driven interfaces and a backend database that stores detailed information about Travel, Tourism and related products. The website is utilised by various stakeholders including TKZN partners to register tourism products (for example: accommodation, places to visit, etc).
- 1.5. The current website is built on open-source technologies and is hosted offsite at a website hosting service provider to ensure an uptime of 99,9 percent and higher allowing ease of access to global and domestic markets.
- 1.6. Tourism KZN has an existing mobile application that needs to be updated/rebuilt and aligned to the new website. The existing mobile application is called the “KZN Travel Guide”
- 1.7. The TKZN mobile application (KZN Travel Guide) integrates with the current backend database hence an update to the database via the management portal is reflected on the website, the mobile application and KISOK in Realtime.



## **2. THE AIMS AND OBJECTIVES OF THE PROJECT:**

The aim of this project is to appoint a suitable service provider to:

- 2.1. Work with Tourism KZN to develop a new website and mobile app that is aligned to global best practices.
- 2.2. Provide website hosting services with a guaranteed uptime of 99.9 % or greater and ensure the highest level of cyber security is embedded in all phases of the website, mobile app and associated databases.
- 2.3. To enhance the Tourism experience by ensuring that the website and app is engaging but at the same time simple to use.
- 2.4. To enhance Tourism information accessibility.
- 2.5. Create digital content based on global tourism trends that will attract travellers to come to KZN.
- 2.6. Further develop the existing database which includes the collection of Tourism products in KwaZulu-Natal. This will include information in a variety of digital formats for example, video, images, text, virtual reality, and so forth).
- 2.7. Migrate any existing legacy websites into the Tourism KZN website. The existing website is built on open-source technologies (PHP WordPress, and MySQL Database).
- 2.8. In due course migrate the TKZN and KZNFC websites into a new website for a new entity that will be created provided that the merger takes place within the next 3 years.
- 2.9. Provide Detailed Analytics which will give TKZN insights into their consumers and associated patterns thus providing the basis to launch successful digital campaigns. The successful bidder will provide TKZN IT staff with detailed training in the formulation of the analytics and assist TKZN to produce the analytics.
- 2.10. Include Artificial intelligence to ensure that the consumer has a superior experience when interacting with the website.
- 2.11. To ensure that a single backend portal is available allowing both the service provider and TKZN to update the website and mobile app simultaneously.
- 2.12. Ensure that ongoing training is provided to internal staff to manage the day-to-day operations of the website. Training should be provided on a weekly/monthly basis / as needed. The agenda for training must be approved prior to the actual date of the training. The service provider should provide an updated training manual for the duration of the tender as and when the website is updated.

## **3. SCOPE OF WORK**

### **3.1 Website**

- 3.1.1 Tourism KZN seeks a bespoke solution that is aligned to both national and global standards for destination marketing, bringing in functionality that will entice potential customers to want to visit the province. The service provider must develop a new website ensuring that existing functionality is preserved, enhanced, and aligned to both national and global standards. The website must be interactive, and responsive and allow for ease of navigation.
- 3.1.2 The provider must benchmark against national and global best practices, in addition, provide a solution to TKZN that will allow for increased traffic to the website.
- 3.1.3 The provider must have offices in the province of KwaZulu-Natal.

- 3.1.4 The provider will integrate the website with other digital marketing platforms. (Example social media, etc). This includes working with other TKZN service providers to ensure success and no interruptions to the operations of TKZN.
- 3.1.5 The provider will integrate the website with Artificial Intelligence technologies enabling features such as Chatbots technology in a variety of languages enabling the consumer of such services to be comfortable in its usage.
- 3.1.6 Integration of the existing KZN Travel Guide Mobile A into the website, ensuring the APP is updated on a regular basis. The APP does retrieve its data from the backend databases that serve both the mobile app and the website.
- 3.1.7 The provider must have the capability to host their own development and test environment allowing changes to follow a formal change control process before any changes are implemented on the production platforms.
- 3.1.8 Relevant content creation, digital campaigns, search engine optimization, and the utilization of AdWords to promote KZN will be done by the successful service provider. This will be a combination of paid and organic digital marketing. The provider must ensure that KZN is ranked top 3 for key experiences that the province has to offer when searched for in popular search engines like Google, Bing etc.
- 3.1.9 Build an interactive website that allows for both video and high-resolution destination visuals to be uploaded inclusive of virtual reality experiences and enables customer feedback and interaction including the creation and implementation of various call-to-action mechanisms to keep the traveler engaged on the website and eventually a booking.
- 3.1.10 A comprehensive report will be produced on a weekly, monthly, quarterly, and annual basis to determine various metrics that will aid TKZN to make business-based decisions. An example of such will be digital marketing campaigns feedback and detailed insights into the consumer's digital behavior when interacting with tourism products.
- 3.1.11 The summary of key deliverables is:
  - 3.1.9.1 A website marketing strategy must among other items include the content management plan, data collection plan and the SEO plan, considering national and global best practices. Your proposal must unpack each of these in detail including call-to-action mechanisms to obtain as much information about the travellers as possible.
  - 3.1.9.2 Website design, development, and maintenance for all Tourism KZN's websites.
  - 3.1.9.3 This includes the complete website incorporating all components including front end and backend databases. The website must be responsive and must be optimised for all platforms and web browsers.
  - 3.1.9.4 Hosting of all Tourism KZN's digital content in a digital library (images, videos, etc). This will be accessed by staff and external stakeholders hence a portal with granular-level role-based access is critical. The provider will be responsible to ensure that the digital content is in the correct formats for the library building in the correct application and approval

- processes enabling stakeholders to gain access to the relevant content after approval by TKZN. This will be another avenue to obtain stakeholder information and so forth.
- 3.1.9.5 A suitable disaster recovery plan must be in place that will ensure the website is operational and does have a minimum uptime of 99.9 %. The provider must include website application firewalls to ensure that the various attacks against websites are prevented. The provider will assume responsibility should the website fall victim to a cyber-attack resulting in damage of any sort to TKZN and / or KZN. Hence the provider must include website insurance to protect themselves should this result in a lawsuit. The service provider must include the disaster recovery plan as part of the proposal.
  - 3.1.9.6 Increase traffic to the Tourism KZN's website by 40% annually. This traffic should come from national and global destinations with an equal split. The increase in new user traffic must be reported on a quarterly basis allowing for a 10 percent growth per quarter.
  - 3.1.9.7 The provider must ensure that the website digital marketing includes search engine optimization, AdWords, destination videos, exciting content and so forth.
  - 3.1.9.8 The website must be flexible to adapt to the latest technology developments and display this appropriately.
  - 3.1.9.9 The website and mobile application must include a booking engine allowing consumers to book their experiences via these platforms.
  - 3.1.9.10 To manage the databases which includes creating, maintaining, and supporting of the backend databases that house the various content. This will include writing queries to produce meaningful analytics should the need arise as part of the monthly retainer.
  - 3.1.9.11 Create and implement website marketing campaigns to increase traffic to the website. Twelve website marketing campaigns will be complete within three years. This will be broken down to four annually and per quarter.
  - 3.1.9.12 Data Collection (Tourism Assets) will be done by the service provider to ensure that Tourism products are increased digitally (Example: Things to do in KZN). This data collection will be done annually. In addition, the service provider should create a supplier portal.
  - 3.1.9.13 Monthly reporting on the performance of all digital platforms as per organisation's requirement.

## **3.2 Mobile Application**

- 3.2.1 The current TKZN mobile app is called the KZN Travel Guide. This is the official travel app for the province of KwaZulu-Natal.
- 3.2.2 The database for the mobile app will be the same MySQL database as the website to ensure that both platforms reflect the same information.
- 3.2.3 The bidder will upgrade the look and feel of the mobile app ensuring this is aligned to the design of the website. In addition to this, more functionality may be required hence the current mobile app will need to be upgraded.
- 3.2.4 The bidder will ensure that the app is hosted with a minimum uptime of 99.9 percent.
- 3.2.5 The bidder must adhere to the design principles set out in point 4.
- 3.2.6 All source code used will belong to Tourism KZN.
- 3.2.7 The app future upgrades will be aimed to provide a comprehensive and up-to-date source of KZN information, features and other content as described further down. The below is a non-negotiable list of mandatory items that must feature in future releases of the app:
  - 3.2.7.1 Attractions
  - 3.2.7.2 Activities
  - 3.2.7.3 Maximum Distance
  - 3.2.7.4 Travel Time (GPS)
  - 3.2.7.5 Operating times & Information
  - 3.2.7.6 Costs of activities (where applicable)
  - 3.2.7.7 Address/Location

- 3.2.7.8 Contact Information
- 3.2.7.9 Detailed information on the region, tour guides, shopping, activities and features will be required.
- 3.2.7.10 Information on experiences.
- 3.2.7.11 The App content updates must be done through a CMS via the website not via updating the App.
- 3.2.7.12 Filter-based search, based on the selection of one or more of the above criteria.
- 3.2.7.13 Geolocation of all experiences
- 3.2.7.14 Search based on locations and experiences.
- 3.2.7.15 Save previous searches and user preferences.
- 3.2.7.16 User Registration and login
- 3.2.7.17 Intro screen based on best practices.
- 3.2.7.18 Currency Converter
- 3.2.7.19 Accommodation
- 3.2.7.20 Push Notifications (Travel Packages, Food recommendations and other relevant Travel information)
- 3.2.7.21 Weather Service – Any licenses to enable this functionality needs to be included (example API license).
- 3.2.7.22 Transportation, concierge, and services bookings should be allowed from the APP where possible.
- 3.2.7.23 Ratings and reviews
- 3.2.7.24 A complete Content Management System integrated into the current website. The current website is built on WordPress technology however custom coding will need to be written based on the entities needs.
- 3.2.7.25 Auto Suggest based on location and preferences.
- 3.2.7.26 QR Scanner
- 3.2.7.27 In app referral functionality to refer tourism products to friends, family, and various other stakeholders.
- 3.2.7.28 Multimedia video which should play in the app were possible without hindering app performance.
- 3.2.7.29 Social media API and integration into the social media platforms.
- 3.2.7.30 The Mobile App must be able to operate on KIOSK devices without any additional costs to redevelop this. Service providers must do their own site visits to determine how they will install the required power, network and suitable area available to accommodate such devices.
- 3.2.7.31 Mobile App Analytics and Reporting must be included allowing TKZN and its stakeholders to gain insights.

### **3.3 General**

- 3.3.1 The provider will need to ensure that suitable digital marketing initiatives are created to advertise the TKZN website to grow traffic by 40 % annually. This will translate to a 10% increase per quarter. This will be measured as per the number of new users that visit the site.
- 3.3.2 The mobile app will need to archive a 60% annual growth of the current users in terms of the number of new downloads that have taken place. The aim of this is to grow the current users of the app. This will be broken down as 15 % growth per Quarter (4 X Quarters).
- 3.3.3 In addition to this the provider must agree to a penalty SLA that will govern the deliverables indicated in 3.3.1 and 3.3.2.
- 3.3.4 Training must be provided to 10 internal staff members that manage these platforms daily. The training will be ongoing to ensure that these platforms are managed optimally.

## **4. DESIGN PRINCIPLES**

- 4.1 Content Prioritization - Make the best use of the limited interface being presented, simple designs are what keep the user engaged and at ease with products and services including meaningful menus that a traveller can relate to.
- 4.2 Make Navigation Intuitive - Users in general lack the patience to try to work through complex steps to get what they want. If it takes too much time or effort to discover how to navigate the app/website, chances are that the traveller will use another product.
- 4.3 Touchscreen Target Sizes - Not only is the size of the target important, but so is the spacing between targets. If action buttons are too close to each other, this may lead to undesired actions leading to frustration. It is especially important to space out contradicting action buttons, such as the save and delete buttons to avoid errors.
- 4.4 Provide User Control - Allow users to make decisions to personalize their journeys. Changing settings, controlling notifications, and cancelling actions provides the user with a sense of control. The app/website can suggest actions or provide warnings, but let the user be the decision maker. When and if the user needs to know what's going on, let them know. Integrate status and other types of feedback into your interface without disrupting the traveller's workflow. In terms of signup for tracking and data analytics, let them continue as a guest to sample it before making the decision to commit. This gives the user/ traveller a sense of freedom and transparency.
- 4.5 Legible Text Content - Communicating your designs in a clear, simple layout delivers your message effortlessly. Spacing and layout are also important to improve legibility. Adding space between text aids the user in reading and creates a feeling that there isn't so much information to take in.
- 4.6 Make Interface Elements Clearly Visible - People use their phones everywhere. It's important to have sufficient contrast between content and background in your designs so it's legible, in any setting, even outside in the sunlight.

## **5 TIMELINES**

- 5.1 The service provider will commence on the date stipulated in the Award Letter that will be issued by Tourism KwaZulu-Natal.
- 5.2 A detailed project plan must be included.
- 5.3 Penalties will be charged for late deliveries.

## **6 SUPPORT AND MAINTENANCE**

- 6.1 The contract is for a period of three years.
- 6.2 The service provider must agree to a penalty-based SLA.

6.3 The service provider must outline what the ongoing support offering will cover and what will be excluded.

6.4 The service provider must have a helpdesk system so that TKZN requests are handled in a professional manner with relevant call Id's linked to the Service level agreements.

IMPACT	RESPONSE TIME	RESOLUTION TIME
High priority	15 minutes	30 minutes
Medium priority	30 minutes	60 minutes
Low priority	60 minutes	120 minutes

6.5 The provider should include a minimum of 50 hours per month as part of the SLA and include the hourly rate which will be utilised should TKZN reach this stage.

6.6 The provider must provide detailed reports (weekly, monthly, quarterly, annually).

6.7 The hours that are not utilised must be carried over to the next month. This will be done for the three-year period hence no hours should expire.

6.8 Continuous training and support must be provided to the internal staff on how to use the platform and any new developments. This includes creating and updating the training material.

6.9 Tourism KZN Head of IT must be provided access to the DNS system. All changes to such a system must be approved via the organisations change control processes.

## 7 REQUIRED BIDDER SKILLS AND COMPETENCIES

7.1 The service provider must provide TKZN with resources who has obtained the following qualification and experience.

7.2 **Accounts Manager** must have a minimum of a university degree / National Diploma /Certificate in IT / Marketing/ PR and communications and a minimum of three years' experience in Website development, Mobile app development, Digital Marketing and Customer Service

7.3 **Website developers** must have a minimum of a university degree / National Diploma in Information Systems /Computer Science / Software Development and minimum of three years of experience in Website development (All 3 - CSS, JavaScript, and PHP)

7.4 **Database Developers** must have a minimum of a university degree / National Diploma in Information Systems /Computer Science / Software Development and a minimum of three years of experience in MySQL Database (Primary and Backup resources required):

7.5 **Graphic designer** must have a minimum of a university degree / National Diploma in Marketing / Digital /Computer Science / Digital / Marketing and a minimum of three years in designing digital content (banners, email signatures, etc.).

## 8 PRICING

- 8.1 Provide a complete, itemized pricing schedule for the project.
- 8.2 The following must be used as a guide for the provider to develop their pricing:
  - 8.2.1 Hosting has a setup and annual cost which should include domain renewals and so forth. The Website Digital strategy is a once off cost. Any updates to this will utilise the ongoing support monthly hours.
  - 8.2.2 Website development, maintenance, and support – This will include an initial cost to develop the website and mobile APP. However, the entity is undergoing the rationalisation process. Both Tourism KZN and the KZN Film Commission will merge into a single entity hence the service provider will be required to design a new website and mobile app for the merged entity when applicable (3 years).
  - 8.2.3 There will be another revamp of the website in 18 months from when the new website goes live.
  - 8.2.4 Database development, maintenance, and support – This will have a once-off cost and then any updates and changes will be covered by the ongoing support monthly hours.
  - 8.2.5 Data Collection – This item will be done in Year 1, 2 and 3. It is an annual exercise to grow the tourism digital assets in the province. You will include an annual cost for each year. Collection of data must include all methods possible from the digital platforms and going to a specific location to obtain this.
  - 8.2.6 Digital Marketing – This must include annual costs including a breakdown showing the amounts allocated per platforms and so forth.
  - 8.2.7 Reporting / Analytics – This item will be done as per 6.6. A mandatory SLA meeting must be conducted monthly at no additional cost.
  - 8.2.8 Onboarding training – This will be done by the service provider.
  - 8.2.9 Pricing must include all upfront and ongoing costs including any license renewals, domain renewals and maintenance fees.
  - 8.2.10 The pricing must include the amounts for the next three years inclusive of escalations and any taxes that might apply.
  - 8.2.11 Clearly indicate the total bid price.

## **9 METHODOLOGY**

The provider must appoint a suitable project manager who will be the single contact for this project and will liaise with TKZN. The below phases must conclude with a detailed document and sign off must be obtained from TKZN.

- Phase 1 - Planning Phase
- Phase 2 – Solution Blueprint.
- Phase 3 – Implementation of the solution
- Phase 4 – Testing
- Phase 5 – Go Live and Support

## **10 CONTRACT PERIOD**

The contract will be for a period of 3 years (36 months).



## 11 PROPOSED FEES:

### 11.1 Pricing Schedule Final Summary

NAME OF BIDDER:

.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

### 11.2 The bidder must price all items.

DESCRIPTION	ONCE OFF COSTS	YEAR 1	YEAR 2	YEAR 3	TOTAL
Hosting					
Digital Strategy					
Website, Mobile App, Booking engine, development, maintenance and support					
New Entity website and mobile app development , maintenance and support (merge the TKZN and KZN Film commission website and mobile app into a single entity) This is subject to the merger timelines					
Database development, maintenance and support					
Data Collection					
Content Writing					
Digital Marketing					
Reporting / Analytics					
KIOSK (5)					
Training					
Other					
<b>Total exclusive of VAT</b>					
<b>VAT</b>					
<b>TOTAL inclusive of VAT</b>					

TKZN reserves the right to negotiate hourly rates and / or timeframes submitted for any of the tasks as submitted by the service provider.

## 12 EVALUATION PROCESS & CRITERIA

This phase consists of Mandatory administrative compliance evaluation of all proposals.

		Compliance			
		Yes	No	Noted	If no, indicate deviation
	<b>EVALUATION PROCESS</b>				
<b>12.1</b>	<b>STAGE ONE: ADMINISTRATION COMPLIANCE</b>				
12.1.1	<p>All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with material deviations from the requirements/conditions may be eliminated from further adjudication.</p> <p><b>Mandatory</b> Bids will be considered compliant if the following documents have been submitted or condition met (whichever is applicable):</p> <ul style="list-style-type: none"> <li>• The bidder must be registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017;</li> <li>• The bidder must be in good standing with SARS and such information will be verified through Central Supply Database (CSD) or using SARS e-filing pin in National Treasury compliance with instruction note 9 of 2017/2018 prior to the award of the bid;</li> <li>• SBD4 - A completed and duly signed declaration of Interest. Should a conflict of interest be declared or identified, the bid would be declared non-responsive. NB Bidder must ensure all pages are complete and all questions answered, you are to indicate not applicable (N/A) where appropriate.</li> <li>• The proposing entities are bona fide entities, registered in accordance with the laws of SA.</li> <li>• Bidder has attended the compulsory online briefing session.</li> </ul> <p><b>Failure to provide any mandatory information as requested above will result in the submission being deemed non-responsive.</b></p>				
<b>12.2</b>	<b>STAGE TWO: FUNCTIONALITY REQUIREMENTS</b>				
12.2.1	Responsive bids will be evaluated according to the criteria indicated in TC.9. The minimum threshold is 70 points, only bidders who obtain/ exceeded threshold will be considered for price evaluation.				

		Compliance			
		Yes	No	Noted	If no, indicate deviation
<b>12.3</b>	<b>STAGE THREE: PRICE AND SPECIFIC GOALS</b>				
12.3.1	Price and Specific Goal evaluation will be performed on bidders who qualified for Stage 1 and 2 above.				
12.3.2	<p>A bidder will qualify for preference points (where applicable). Bidders are required to submit the following documentation to claim points for specific goals in terms Historically Disadvantaged Individuals:</p> <p>a) ≥51% Black ownership = 8 points</p> <p>b) ≥51%Black Women Ownership = 4 points</p> <p>c) The promotion of enterprises located within KwaZulu-Natal = 8 points</p> <p><b>The following may be used as proof for claiming preference points:</b></p> <ul style="list-style-type: none"> <li>• BBBEE Affidavit</li> <li>• BBBEE Certificate</li> <li>• CIPC</li> <li>• CSD Full Registration Report</li> <li>• SA ID document</li> <li>• For location: A stamped letter from the local councillor or municipal utility bill or Lease Agreement</li> </ul>				
<b>12.4</b>	<b>ADJUDICATION OF BID</b>				
12.4.1	The Bid Adjudication Committee will consider the recommendations and award.				
12.4.2	The bid shall be awarded at the sole and absolute discretion of TKZN. TKZN hereby represents that it is not obliged to award this bid to any bidder. TKZN is entitled to <b>retract</b> this bid at any time as from the date of issue. TKZN is not obliged to award this bid to the bidder that quotes the lowest.				
12.4.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of TKZN regarding this bid from the date the offer is submitted until the date of award of the bid.				
<b>12.5</b>	<b>Awarding of contract</b>				
12.5.1	TKZN reserves the right to award this bid in full or part				
12.5.2	The award will be based on bidder's price over the contract period				

### **13 EVALUATION CRITERIA**

The service provider will be required to submit a detailed company profile clearly indicating the experience as per the table below. Tourism KwaZulu-Natal (TKZN) needs to be satisfied in all respects that an applicant has the necessary resources, competencies, and experiences for this bid. Bidders must meet the technical information described above.

TECHNICAL CRITERIA	DESCRIPTION	POINTS ALLOCATION	MAX POINTS
<b>COMPANY PROFILE:</b>	<p><b>Technical Skills required to perform the work:</b></p> <p>The service provider must have experience in all the skills listed below allowing the service provider to maintain the existing platforms while building the new platforms. This is mandatory. The skill level should be at an advanced level as you will need to understand the current code to maintain the platform while building a new website, mobile app, and associated services. (A minimum of 5 years' experience is required in each skill)</p> <ul style="list-style-type: none"> <li>• Digital Strategy Development (Website, Mobile APP and KIOSK).</li> <li>• PHP development experience.</li> <li>• MySQL or similar Server database projects experience.</li> <li>• Mobile application development with an integrated CMS solution.</li> <li>• Digital Content Creation experience.</li> <li>• Data Collection project experience.</li> <li>• Digital Marketing (YouTube, SEO, etc.) experience.</li> <li>• Graphic Design experience.</li> <li>• Digital Analytics experience.</li> <li>• KIOSK experience.</li> <li>• Training experience.</li> </ul> <p>Reference letters <b>(in the attached template: Client Reference Letter (a))</b> to confirm the experience. The letter must be signed and dated. The timeframe should be within the last 6 years.</p> <ol style="list-style-type: none"> <li>a) Four (4) reference letters to confirm the above experience = 20 points</li> <li>b) Three (3) reference letters to confirm the above experience = 15 points</li> <li>c) Two (2) reference letters to confirm the above experience = 10 points</li> <li>d) One (1) reference letter to confirm the above experience = 5 points</li> <li>e) No reference letters = 0 point</li> </ol>	<b>20</b>	

<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>EXPERIENCE OF THE SERVICE PROVIDER</b></p>	<p><b>Previous Experience in developing technology for the Travel and Tourism sector.</b></p> <p>bidder must clearly indicate and submit reference letters to confirm the work and experience. Kindly include a link to the website / mobile app or other for verification purposes. The letter must not be older than 6 years old.</p> <p>To score points bidders must submit positive reference letters of current and previous work done.</p> <p>NB: The reference letter must have a:</p> <ul style="list-style-type: none"> <li>• <b>Full description of the project / Project Type</b></li> <li>• <b>Name of the Client and their representative contact details</b></li> <li>• <b>Project cost</b></li> <li>• <b>Duration of the project</b></li> <li>• <b>Role played in the project.</b></li> </ul> <p>a) Three (3) or more positive references from contactable clients = 15 points</p> <p>b) Two (2) positive references from contactable clients = 10 points</p> <p>c) One (1) positive reference from contactable clients = 5 points</p> <p>d) No positive reference letters = 0 point</p>	<p><b>15</b></p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>EXPERTISE OF KEY PERSONNEL</b></p>	<p><b>Experience and Qualification for the Key Personnel</b></p> <p>The bidder to submit a detailed CV of the Team that will be working with TKZN. (The table of resources must be submitted using the Human Resources table (c).</p> <p>The resources must have experience and supporting qualifications clearly outlined in their CVs. All relevant qualifications listed in their CV must be accompanied by a certified copy of the certificate</p> <p>All personnel submitted by the bidder cannot be changed without prior approval from TKZN.</p> <p>The qualification and experience of key personnel allocated to the project responsible for various functions, on behalf of the Service Provider, will be evaluated in relation to his/her academic and professional qualifications and experience on projects having scope of work relevant to this project as presented below.</p> <p>A CV of each of the Key personnel of no more than 5 pages should be submitted. The C.V of each employee must include contactable references</p> <p>The CV's of individuals will be used for evaluation of each of the personnel for this section.</p>	<p><b>50</b></p>

**EXPERTISE OF KEY PERSONNEL ALLOCATED TO THE PROJECT = 50 POINTS**

Breakdown of Points. The team should include:

- Accounts Manager = 10 points
- Website and Database Developers = 20 points
- Digital strategist = 10 points
- Graphic designer= 10 points

**A. Accounts Manager = Total of 10 points**

Minimum requirements for qualifications

1. University degree / National Diploma /Certificate in IT / Marketing/ PR and communications or similar certificate

Minimum of 3 years' experience in the following:

- Website development
- Mobile app development
- Digital Marketing
- Customer Service

**Number of relevant years of experience**

- a) 3 up to 5 years = 3 points
- b) Above 5 up to 7 years = 5 points
- c) Above 7 up to 10 points = 7 points
- d) Above 10 years = 10 points

**B. Website and Database Developers = Total of 20 points**

**Minimum requirements for qualifications:**

1. University degree / National Diploma in Information Systems /Computer Science / Software Development or Similar certification. (certified copy)  
NB: Programming Software development subjects is mandatory.
2. These resources must have minimum of 3 years practical experience (Primary and Backup resources required)

**Number of relevant years of experience in Website development (All 3 - CSS, JavaScript, and PHP)**

- a) 3 up to 5 years = 3 points
- b) Above 5 up to 7 years = 5 points
- c) Above 7 up to 10 points = 7 points
- d) Above 10 years = 10 points

	<p>The resources must have 3 years minimum practical experience (Primary and Backup resources required):</p> <p><b>Number of relevant years in MySQL Database of experience</b></p> <ul style="list-style-type: none"> <li>a) 3 up to 5 years = 3 points</li> <li>b) Above 5 up to 7 years = 5 points</li> <li>c) Above 7 up to 10 points = 7 points</li> <li>d) Above 10 years = 10 points</li> </ul>	
	<p><b>C. <u>Digital strategist = TOTAL 10 points</u></b></p> <p><b>The bidder must have a minimum of both:</b></p> <ul style="list-style-type: none"> <li>1. University degree / National Diploma in Information Systems/ IT /Computer Science / Digital / Marketing or similar certification (certified copy)</li> <li>2. The resource must have a minimum of 3 years' experience in marketing products and services online.</li> </ul> <p><b>Number of relevant years in of experience</b></p> <ul style="list-style-type: none"> <li>a) 3 up to 5 years = 3 points</li> <li>b) Above 5 up to 7 years = 5 points</li> <li>c) Above 7 up to 10 points = 7 points</li> <li>d) Above 10 years = 10 points</li> </ul>	
	<p><b>D. <u>Graphic designer = Total of 10 points</u></b></p> <p><b>The bidder must have a minimum of both:</b></p> <ul style="list-style-type: none"> <li>1. University degree / National Diploma in Marketing / Digital /Computer Science / Digital / Marketing or similar certification (certified copy)</li> <li>2. The resource Must have a minimum of 3 years in designing digital content (banners, email signatures, etc.)</li> </ul> <p><b>Number of relevant years in of experience</b></p> <ul style="list-style-type: none"> <li>a) 3 up to 5 years = 3 points</li> <li>b) Above 5 up to 7 years = 5 points</li> <li>c) Above 7 up to 10 points = 7 points</li> <li>d) Above 10 years = 10 points</li> </ul>	



<b>Mobile Application Technology</b>	<p><b>Mobile Application Technology:</b></p> <p>The bidder to provide reference letters from previous mobile application customers to confirm the below experience in working with the technologies outlined. The reference letters must be on the Client Reference Letter (b) format, dated and signed. These applications developed by the bidder can be from any industry.</p> <p><b>Must have 3 years' experience in designing mobile applications with the following technologies (Typescript, Node JS, Angular, Ionic, Cordova, App API's (MYSQL and PHP)</b></p> <p>Three (3) Reference letters = 10 points Two (2) Reference letters = 5 points One (1) Reference letter = 3 points No positive reference letters = 0 points</p> <p><b>In addition, links to the mobile application that was developed by the bidder should be provided (either Android or Apple platform)</b></p> <p>Three (3) mobile application links = 5 points Two (2) mobile application links = 2 points One (1) mobile application links = 1 points No positive mobile application links = 0 points</p>	<b>15</b>
<b>TOTAL FOR FUNCTIONALITY</b>		<b>100</b>
<b>Minimum qualifying score- A bidder scoring below 70 points in quality will be considered as disqualified for evaluation and will be discarded from any further evaluation.</b>		

## 14 TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of a bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate/ Valid Tax Compliance Pin Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. Copies of TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
3. The Tax Clearance Certificate / Valid Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates / Valid Tax Compliance Status Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## 15 SBD 4-BIDDER'S DISCLOSURE

### 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

3.1.1. 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

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

3.2.1. If so, furnish particulars:

.....  
 .....

**3.3.** 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

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively,

the person/shaving the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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 consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 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.
- 3.7 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 <input style="float: right; margin-right: 20px;" type="checkbox"/> <input style="float: right; margin-right: 20px;" type="checkbox"/>
..... Position	..... Name of bidder

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**16 DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE**

**(To be completed by bidder)**

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....

WHO REPRESENTS (state name of bidder)

.....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....  
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:.....

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## SBD 6.1

### 17 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**

#### 17.1 GENERAL CONDITIONS

17.1.1 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).

#### 17.1.2 To be completed by the organ of state

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

17.1.3 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.

#### 17.1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

17.1.5 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.

- 
- 17.1.6 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.

## 18 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).

## 19 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 19.1 POINTS AWARDED FOR PRICE

#### 19.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender under consideration

#### 19.1.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 19.1.3 POINTS AWARDED FOR PRICE

---

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



**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

**19.1.4 POINTS AWARDED FOR SPECIFIC GOALS**

19.1.4.1 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:

19.1.4.2 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
---	---	---

<b>≥51%Black Ownership</b>	<b>8</b>	
<b>≥51%Black Women Ownership</b>	<b>4</b>	
<b>The promotion of enterprises located within KwaZulu-Natal</b>	<b>8</b>	
<b>TOTAL FOR SPECIFIC GOALS</b>	<b>20</b>	

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

3.1. Name of company/firm.....

3.2. Company registration number: .....

3.3. 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]

3.4. 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## 14.DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked "NIL" and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder's Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

---

**SIGNATURE OF BIDDER**

---

**DATE**

---

## 7. DOCUMENT SUBMISSION CHECKLIST FOR TKZN

We the undersigned submit this document in accordance with the conditions contained in the referenced RFP document and attach the documents required:

	DESCRIPTION IN DETAIL	DOCUMENTS ATTACHED
<b>COMMERCIAL DOCUMENTS</b>		<b>(YES/NO/N.A)</b>
1.	SBD 1	
2.	SARS PIN ON SARS LETTERHEAD	
3.	SBD 4	
4	ORIGINAL CERTIFIED BBBEE CERTIFICATE OR AFFIDAVIT	
5	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE	
6	AUTHORITY TO SIGN A BID	
7.	1 X BOUND ORIGINAL BID DOCUMENT	
8.	3 X BOUND BID DOCUMENT COPIES	
9.	1 x SOFT COPY (USB) BID DOCUMENT	
<b>TECHNICAL DOCUMENT</b>		
1.	REFERENCE LETTERS / COMPANY EXPERIENCE	
2.	REFERENCE LETTERS IN DEVELOPING TECHNOLOGY FOR TRAVEL AND TOURISM SECTOR	
3.	CV FOR ACCOUNTS MANAGER	
4.	CV FOR WEBSITE AND DATABASE DEVELOPERS EXPERTISE	
5.	CV FOR DIGITAL STRATEGIST EXPERTISE	
6.	CV FOR GRAPHIC DESIGNER	
7.	REFERENCE LETTERS FOR MOBILE APPLICATION TECHNOLOGY	
8.	DETAILED COMPILE PROFILE	

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## 8.CLIENT REFERENCE LETTER (a)

As part of the functionality component of the tender process feedback is required from current or previous clients to rate the performance of \_\_\_\_\_ (tendering organisation). The referee is further requested to rate the tendering organization for services rendered as indicators of either excellent or good or poor or no ratings.

<b>Services Rendered</b>	<b>Experience covered in the scope of work YES/NO</b>	<b>Start D a t e</b>	<b>End D a t e</b>	<b>Performance Rating (Excellent/ Good/ Poor)</b>
Digital Strategy Development (Website, Mobile APP and KIOSK)				
PHP development experience				
MySQL or similar Server database projects experience				
Mobile application development with an integrated CMS solution				
Digital Content Creation experience				
Data Collection project experience				
Digital Marketing (YouTube, SEO, etc.) experience				
Graphic Design experience				
Digital Analytics experience				
KIOSK experience				
Training experience				
<b>Contract Value ( optional)</b>				<b>R</b>

# CLIENT REFERENCE LETTER (a)

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Company Name</b>			
<b>Contact details</b>	<b>Email:</b>		
	<b>Telephone:</b>		

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# 9.CLIENT REFERENCE LETTER (b)

As part of the functionality component of the tender process feedback is required from current or previous clients to rate the performance of \_\_\_\_\_ (tendering organisation). The referee is further requested to rate the tendering organisation for services rendered as indicators of either excellent or good or poor or no ratings.

Services Rendered	Experience covered in the se YES/NO	Start Date	End Date	Performance Rating (Excellent/ Good/ Poor)
Typescript				
Node JS				
Angular				
Ionic				
Cordova				
App API's				
MYSQL and PHP				
Contract Value (Optional)				R

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Company Name</b>			
<b>Contact details</b>	<b>Email:</b>		
	<b>Telephone :</b>		

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## 18.HUMAN RESOURCES (c)

<b>SUMMARY - RESOURCES ALLOCATED TO TOURISM KZN</b>						
<b>ROLE</b>	<b>NAME</b>	<b>SURNAME</b>	<b>CERTIFIED COPIES OF QUALIFICATIONS INCLUDED ( YES / NO)</b>	<b>CV INCLUDED (YES / NO)</b>	<b>QUALIFICATIONS (Kindly indicate the qualifications for the resources)</b>	<b>NUMBER OF YEARS EXPERIENCE (Kindly indicate years of specific experience of the resource)</b>
Accounts Manager						
Primary Website Developer						
Backup Website Developer						
Primary Database Developer						
Backup Database Developer						
Digital strategist						
Graphic Designer						

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;



- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) aggregate liability of the supplier to that of the purchaser, whether under the contract, in tort or otherwise, shall not exceed the

total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing Language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is

- 34.2 prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.3 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the
- 34.4 restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.5 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerne

