BID NO: KZNTAFA-03/2026/27 APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP/ MAINTAIN/ UPDATE THE TOURISM AND FILM PRODUCT MANAGEMENT PLATFORM (BESPOKE DEVELOPED SOFTWARE APPLICATION). THIS INCLUDES PLATFORM, MOBILE APPLICATION AND ASSOCIATED SERVICES TO THE KWAZULU-NATAL TOURISM AND FILM AUTHORITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Ithala Trade Centre
29 Canal Quay (Signal) Road
2nd Floor (Reception Area)
Durban
4001

Contact: Thembekile Mdlophane and Olivia Manjate
Telephone: 031 366 7500
Email: tenders@visitkznsa.com

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

Specific Goals will be applicable for this Tender process.

	Specific Goals
Price	80
Ownership Goals	
• At least 51% Black Africans, Indians or Coloureds Owned Companies • At least 51% Women Owned Companies	10 05
RDP Goals	
• Enterprise located in KwaZulu-Natal (KZN)	05
Total	**100**

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

VALIDITY: 90 DAYS

TOTAL PRICE R………………………………………………………... AND IN WORDS…………………………………………………………………………………………………...

NB// ***Should there be a discrepancy in prices submitted the Entity will use amounts in words for a final cost to be used***

TABLE OF CONTENTS

DOCUMENTATION TO BE SUBMITTED WITH BID PROPOSAL

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION A: BID NOTICE

<table>
<tr><td>Bid description</td><td colspan="11">APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP/ MAINTAIN/ UPDATE THE TOURISM AND FILM PRODUCT MANAGEMENT PLATFORM (BESPOKE DEVELOPED SOFTWARE APPLICATION). THIS INCLUDES PLATFORM, MOBILE APPLICATION AND ASSOCIATED SERVICES TO THE KWAZULU-NATAL TOURISM AND FILM AUTHORITY FOR A PERIOD OF 36 MONTHS</td></tr>
<tr><td>Bid number</td><td colspan="11">KZNTAFA-03/2026/27</td></tr>
<tr><td>Name of institution</td><td colspan="11">KwaZulu-Natal Tourism and Film Authority</td></tr>
<tr><td>The place where goods, works or services are required</td><td colspan="11">Ithala Trade Centre, 29 Canal Quay (Signal) Road, Durban, 4001</td></tr>
<tr><td>Closing date and time</td><td>Date</td><td>2</td><td>1</td><td>0</td><td>8</td><td>2</td><td>0</td><td>2</td><td>6</td><td>Time</td><td>11:00</td></tr>
<tr><td rowspan="6">Contact details</td><td colspan="4">Postal address</td><td colspan="7">N/A</td></tr>
<tr><td colspan="4">Physical address</td><td colspan="7">2nd Floor, Ithala Trade Centre, 29 Canal Quay (Signal) Road, Durban, 4001</td></tr>
<tr><td colspan="4">Tel</td><td colspan="7">031 366 7500</td></tr>
<tr><td colspan="4">Fax</td><td colspan="7">N/A</td></tr>
<tr><td colspan="4">email</td><td colspan="7">tenders@visitkznsa.com</td></tr>
<tr><td colspan="4">Contact person</td><td colspan="7">Thembekile Mdlophane and Olivia Manjate</td></tr>
<tr><td>Where bids can be collected</td><td colspan="11">Documents can be downloaded the KwaZulu-Natal Tourism and Film Authority website on www.visitkznsa.com at no cost.</td></tr>
<tr><td>Where bids should be delivered</td><td colspan="11">Tender Box: Ithala Trade Centre, 2nd Floor, 29 Canal Quay (Signal) Road, Durban, 4001 (Reception Area)</td></tr>
<tr><td>Category (refer to annexure A)</td><td colspan="11">General</td></tr>
<tr><td>Sector</td><td colspan="11">Services: Professional</td></tr>
<tr><td>Region</td><td colspan="11">KwaZulu-Natal</td></tr>
<tr><td rowspan="3">COMPULSORY BRIEF SESSION</td><td colspan="2">Date</td><td colspan="9">07 August 2026</td></tr>
<tr><td colspan="2">Time</td><td colspan="9">11:00 AM</td></tr>
<tr><td colspan="2">Venue</td><td colspan="9">Microsoft Teams meeting Join:
https://teams.microsoft.com/meet/35789199864686?p=GT0wED2s5n28llMNt3
Meeting ID: 357 891 998 646 86
Passcode: vg9GX6af</td></tr>
</table>

SECTION B

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF 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 visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the quotation/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 quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid/quotation other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

7. All bids received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation 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 quotation number written on the envelope.
8. A specific box is provided for the receipt of proposals, and no proposals found in any other box or elsewhere subsequent to the closing date and time of the bid proposal will be considered.
9. No bid proposal sent through the post will be considered if it is received after the closing date and time stipulated in the bid proposal documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid proposal submitted by telefax, telegraphic or other electronic means will be considered.
11. Bid proposal 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 initialed.
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.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION C

Table 1: Compulsory Returnable

ANNEXURE	ITEM
Section D	Registration on the National Treasury Central Suppliers Database
Section E	Invitation to Bid (SBD 1)
Section F	Bidders Disclosure (SBD 4)
Section G	Instruction to Bidders
Section H	Supply Chain Management Procedures
Section I	Compulsory Official Briefing Session (Online)
Section J	Authority to Sign the Bid (Resolution Letter (s))
Section K	Certification of Correctness of Information Supplied in this Document

Table 2: Non- Compulsory Returnable

ANNEXURE	ITEM
Section M	Tax Compliance Status Verification Pin
Section N	Company Registration Certificate/Agreement/ID Document
Section O	Central Supplier Database Summary report
Section L	SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION D

REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury SCM Instruction No 4A of 2016/2017, all suppliers of goods and services are required to register on the National Treasury Central Suppliers Database, before any procurement related activities can commence.

2. If you wish to apply for online registration, use the following website, **https://secure.csd.gov.za/,**

3. The supplier/service provider must register on the National Treasury Central Supplier's Database.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION E: PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**KZNTAFA-03/2026/27**	CLOSING DATE:	21August 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP/ MAINTAIN/ UPDATE THE TOURISM AND FILM PRODUCT MANAGEMENT PLATFORM (BESPOKE DEVELOPED SOFTWARE APPLICATION). THIS INCLUDES PLATFORM, MOBILE APPLICATION AND ASSOCIATED SERVICES TO THE KWAZULU-NATAL TOURISM AND FILM AUTHORITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Tender Box: Ithala Trade Centre, 2nd Floor, 29 Canal Quay (Signal) Road, Durban, 4001 (Reception Area)					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ms Olivia Manjate and Ms.Thembekile Mdlophane**	CONTACT PERSON	**Mr Sithembiso Gigaba**
TELEPHONE NUMBER	**031 366 7500**	TELEPHONE NUMBER	**031 366 7500**

FACSIMILE NUMBER	**N/A**			FACSIMILE NUMBER		**N/A**
E-MAIL ADDRESS	**tenders@visitkznsa.com**			E-MAIL ADDRESS		Sithembisog@visitkznsa.com
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:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]
	☐ Yes ☐ No		

			☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 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.** 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. 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 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. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 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. 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."

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: …………………………………………...

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

SECTION F

BIDDER'S DISCLOSURE (SBD 4)

1.PURPOSE OF THE FORM

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

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

2. BIDDERS'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

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

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

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

2.3.1 If so, furnish particulars:
………………………………………………………………………………….
………………………………………………………………………………….

3 DECLARATIONS

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[2] will not be construed as collusive bidding.

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

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

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

[2] 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.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

……………………………… ………………………………………………
Signature Date

……………………………… ………………………………………………
Position Name of bidder

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

1. DEFINITIONS

1.1 "KZN Tourism & Film" means the KwaZulu-Natal Tourism and Film Authority

1.2 "Head" means the officer appointed to the post of Head of the KZN Tourism & Film, who has signed this contract and shall include any person acting in that capacity.

1.3 "Service Provider" means the person or persons, partnership, firm or company or close corporation, etc. whose quotation for this work has been accepted, and who has, or have, signed this Contract, and shall include his or her heirs, executors, administrators, successors, and any representative, duly appointed, with the consent in writing of the Employer.

1.4 "Team" means person or persons representing or acting on behalf of the Service Provider in the execution of this Contract.

1.5 "Written instructions" means any printed, typed or written documents or letter signed by or on behalf of the Head and addressed to the Service provider for the purpose of his guidance, direction or instruction.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION G - INSTRUCTION TO BIDDERS

2. INSTRUCTION TO BIDDERS

2.1 The service provider must be a legal entity, person or consortium with all other necessary expertise.

2.2 Be registered with the National Treasury Central Service Providers Database. Proof of registration together with the number must be provided as part of the proposal.

2.3 The service provider must fully complete all the relevant sections in the bid proposal document failure to complete the relevant sections will results in bid proposal disqualification.

2.4 Service providers to ensure that all Tax matters are in order.

2.5 Service providers are required to declare in writing, as part of their proposal's submissions, that they have no conflict of interest in acting for the KZN Tourism and Film in this assignment.

2.6 KZN Tourism and Film will enter into agreement with the selected service provider for the work set out in these Terms of Reference. In the event of any conflict arising between the Terms of Reference and the agreement, the agreement will prevail.

2.7 The persons proposed for the profession work on the assignment shall themselves carry out the work, unless permission is granted by KZN Tourism and Film to replace them. Such permission will only be granted in exceptional circumstances.

2.8 The cost of preparing proposals and of negotiating the contract is not reimbursable.

2.9 KZN Tourism and Film is not bound to accept any proposals submitted and reserve the right to negotiate price with the preferred service provider and to request improvements to the service provider's team if deemed necessary.

2.10 KZN Tourism and Film reserves the right to interview short-listed service providers if required and /or call for the best and final offers from one or more service providers.

2.11 Any effort by the service provider to influence proposal evaluation, proposal comparisons or proposal award decisions in any manner, will result in rejection of the proposal concerned.

2.12 Copyright, patent rights and other similar rights in any works or products created as a result of the performance of this project / assignment shall vest in and are hereby transferred to

KZN Tourism and Film, unless specifically agreed to otherwise, in the form of individual written, Agreement signed by both parties.

2.13 For this purpose only, all works created in terms of these project / assignments thereof shall be deemed to have been created under control and direction of KZN Tourism and Film and be the property of KZN Tourism and Film.

2.14 All information documents, records and books provided by KZN Tourism and Film to any service provider in connection with the proposal or otherwise are strictly private and confidential.

2.15 Any proposer to any third party shall not disclose them, except with the express consent of KZN Tourism and Film, which shall be granted in writing prior to such disclosure. KZN Tourism and Film however, reserves the right to disclose any information provided by the service provider to any of its employees.

2.16 KZN Tourism and Film requires no bid surety, but services providers should note that KZN Tourism and Film reserves the right to review this position at contractual stages.

2.17 KZN Tourism and Film reserves the right to downscale the required services should the need arise; however, this will be done on a consensus basis.

2.18 KZN Tourism and Film reserves the right to visit the premises of the short-listed service providers prior to the assignment being awarded and after the contract has been signed.

2.2 EQUIPMENT

Cell phones and any other equipment, where required, must be provided at own cost by the service provider. All official cell phone calls will only be reimbursed by the Commission if supported evidence is provided.

2.3. LANGUAGE MEDIUM

The language medium for all documentation related to the Contract shall be in English.

2.4. PAYMENT

Once a contract is awarded the supplier must complete a Bank Form available from the Commission. This form must be submitted together with a cancelled cheque or a certified

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION H– SUPPLY CHAIN MANAGEMENT PROCEDURES

3. SUPPLY CHAIN MANAGEMENT PROCEDURES

3.1 PROCEDURES FOR SUBMISSION

3.1.1 It is the responsibility of the service providers to ensure that their proposals are in the Bid Box by deadline date and time.

3.1.2 Bids proposals are late if they are received at the address indicated in the bid documents after the closing date and time.

3.1.3 A late bid proposal shall not be considered and, where practicable, shall be returned unopened to the Bidder.

3.1.4 No late bids proposals are accepted.

3.1.5 Bidders must please ensure that in all instances, the bid proposal reference number as well as the name of the project is clearly written in bold on the envelope.

3.2 VERIFICATION OF NATIONAL TREASURY CENTRAL SUPPLIERS DATABASE

3.2.1 The KZN Tourism and Film will verify the following information of the National Treasury Central Suppliers Database.

a) Business registration, including details of directorship and membership.
b) Bank account holder information.
c) In the service of the state status.
d) Tax compliance status.
e) Identity number.
g) Tender defaulting and restriction status; and
h) Any additional and supplementary verification information communicated by the National Treasury.

3.2.2 Suppliers / service providers to ensure that the above information are updated and correct on the National Treasury Central Suppliers Database.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

3.3 JOINT VENTURES

3.3.1 In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

3.3.2 Should this bid proposal be submitted by a joint venture, a certified copy of the joint venture agreement must accompany the bid proposal document before the closing date and time? The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

3.4 EQUAL BID PROPOSALS

In the event that two or more bids have equal total points in all respects, the Adjudication shall be decided by the drawing of lots.

3.5 ELECTRONIC PAYMENTS

Once a contract is awarded the supplier must complete an Original Bas Entity Form available from the KZN Tourism and Film this form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signs the financial detail certificate.

3.6 APPEALS PROCESS

All service providers are advised to refer to KZN Tourism and Film SCM policy framework for the appeal process and procedures. The SCM policy framework is available on KZN Treasury website. www.kzntreasury.gov.za

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

3.7 COMMUNICATION

All correspondence regarding this bid must be addressed or hand delivered to the:

The Accounting Officer

Supply Chain Unit

KwaZulu-Natal Tourism and Film

Ithala Trade Centre

2ND Floor (Reception Area)

29 Canal Quay (Signal) Road

Durban

4001

Or Email: tenders@visitkznsa.com

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION I-OFFICIAL BRIEFING SESSION CERTIFICATE

N. B. THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.
SITE/BUILDING/INSTITUTION INVOLVED: KWAZULU-NATAL TOURISM AND FILM AUTHORITY.

BID NO: KZNTAFA-03/2026/27 APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP/ MAINTAIN/ UPDATE THE TOURISM AND FILM PRODUCT MANAGEMENT PLATFORM (BESPOKE DEVELOPED SOFTWARE APPLICATION). THIS INCLUDES PLATFORM, MOBILE APPLICATION AND ASSOCIATED SERVICES TO THE KWAZULU-NATAL TOURISM AND FILM AUTHORITY FOR A PERIOD OF 36 MONTHS

COMPULSORY BRIEFING SESSION (MICROSOFT TEAMS)

DATE & TIME: 07 August 2026
VENUE: Microsoft Teams
Microsoft Teams Link:
Join: https://teams.microsoft.com/meet/35789199864686?p=GT0wED2s5n28llMNt3
Meeting ID: 357 891 998 646 86
Passcode: vg9GX6af

THIS IS TO CERTIFY THAT (NAME)..ON BEHALF OF................................ ATTENDED THE OFFCIAL BRIEFING ON..................................... (DATE) AND
IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

...
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE: ....

A MICROSOFT TEAMS REGISTER WILL BE ATTACHED BY A KZN TOURISM AND FILM REPRESENTATIVE TO VERIFY ATTENDANCE

NB// BIDDERS WHO DID NOT ATTEND A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

SECTION J

AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

....

hereby authorise Mr/Mrs/Ms ....

acting in the capacity of ....

whose signature is ....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION K

- 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…………………………..

....

SIGNATURE OF BIDDER OR DULY AUTHORISED REPRESENTATIVE **NAME IN BLOCK LETTERS**

ON BEHALF OF (BIDDER'S NAME)

....

SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE) ………………

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

……………………………………………………………………………………………………

POSTAL ADDRESS ……………………………………………………………………

TELEPHONE NUMBER: ………………………………

FAX NUMBER: ……………………………………………

CELLULAR PHONE NUMBER: ……………………………………………

E-MAIL ADDRESS: ………………

SECTION L SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

The maximum points for this tender are allocated as follows:

	POINTS
Price	80
Specific Goals	20
Total points for Price and Specific Goals	100

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

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

2. DEFINITIONS

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

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

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

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

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

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations,

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% Black Africans, Indians or Coloureds Owned Companies	N/A	10	N/A	
At least 51% Women Owned Companies	N/A	05	N/A	
Enterprise Located in KwaZulu-Natal	N/A	05	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm………………………………………………………………….

4.4. Company registration number: ………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

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

(a) disqualify the person from the tendering process.

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	…………………………………………
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	…………………………………………
DATE:	…………………………………………
ADDRESS:	…………………………………………
	…………………………………………
	…………………………………………

ANNEXTURE B: GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.

d) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

f) "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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

g) "Day" means calendar day.

h) "Delivery" means delivery in compliance with the conditions of the contract or order.

i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.

j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

k) "Dumping" occurs when a private enterprise abroad markets its goods and services 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.

l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

restricted to, acts of the province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

m) "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.

n) "GCC" means the General Conditions of Contract.

o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

p) "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 Contractor 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 supplies covered by the bid will be manufactured.

q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

t) "Project site" where applicable, means the place indicated in bidding documents.

u) "Province" means the procuring KZNTAFA, incorporating the KwaZulu-Natal Provincial Legislature.

v) "Republic" means the Republic of South Africa.

w) "SCC" means the Special Conditions of Contract.

x) "Services" means that 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 Contractor covered under the contract.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the province, and on such conditions as it may approve.

1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the province, as this is a change to the conditions of the contract.

3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.

3.4 The Contractor 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 Contractor 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 Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.

3.5 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 the Special Conditions of Contract.

3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the province. Should the Contractor delays remedial work in excess of time stipulated by the province's representative, the province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the province may sustain by reason of such action as the province may take, in terms of this clause.

3.7 The risk in respect of the Goods purchased by the province under the contract shall remain with the Contractor until such goods have been delivered to the province.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

3.8 The principal feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.

3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.

4.2 Should the contractor fail to comply with any of the conditions of the contract, the province shall be entitled, without prejudice to any of its other rights, to cancel the contract.

4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

forthwith to cancel the contract and buy such supplies as may be
required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.

4.4 Upon any delay beyond the contract period in the case of a service contract, the province shall, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.

4.5 In the event of the province availing itself of the remedies provided for in paragraph 4.2 -

4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or

4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the province shall have the right, in its sole discretion, to claim any damages or loss suffered.

4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents,
fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the province.

4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the province and at the same time the contractor shall indicate the extension of the delivery period

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

5. PATENTS

5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the province against any claims arising there from.

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

6. PACKAGING, MARKING AND DELIVERY

6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the province.

6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

6.3 Goods shall be delivered to the address within the province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.

6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.

6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The province may then extend the delivery date, if and as it deems fit.

6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the province reserves the right (after giving the

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

Contractor seven days' notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the province any extra cost incurred over and above the contract price.

No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.

6.8 If the Contractor cannot produce proof satisfactory to the province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.

6.9 If at any time the province ascertains that, due to negligence of the Contractor or for reasons beyond his control:

6.9.1 No work on the order has been commenced and in the opinion of the province, there is little or no prospect of work being commenced in reasonable time;

6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or

6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be affected by mutual arrangement or where this is not possible by the decision of the province. The Contractor shall then as soon as possible after such date deliver to the province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.

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

7. CONSIGNMENT OF GOODS

7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

care of a local agent or to a local depot from which they may be re-delivered by road to such stores.

7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.

7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.

7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor

8. PAYMENT

8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.

8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.

8.3 Payments will be made in Rand unless otherwise stipulated.

8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the KZN Tourism and Film and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

10.1 Firm contract prices shall not be subject to adjustment. contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions: -

10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

of Bid; the Province shall have the right to elect the price list on which any variation shall be based.

10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.

10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.

10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.

10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the

Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.

10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.

10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa
Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684
Website: www.visitkznsa.com | Email: info@visitkznsa.com

11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

11.1.4 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfilment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

11.1.5 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

14. PREFERENCES

14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right: -

14.1.1 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

14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.

14.2 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.

16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.

16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

17.1 Goods shall be delivered, and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.

17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:

17.2.1 Name of Institution placing order.

17.2.2 Provincial official order number;

17.2.3 Quantity ordered; and

17.2.4 List of items ordered.

18. EXPORT LICENCES

18.1 When orders are placed for goods in respect of which an export license from the country of origin of supplies is required, the Contractor shall:

18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such license.

18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such license within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

19.1 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.

19.2 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the KZN Tourism and Film inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period.

Secondly, where the inspection results are to be submitted with the bid document.

20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of organisation acting on its behalf.

20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.

20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.

20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.

20.6 Goods and services which do not comply with the contract requirements may be rejected.

20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

20.9 Provisions contained in sub-clauses 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organizations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

22. CONTRACTOR'S LIABILITY

22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from monies due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such monies or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.

24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.

24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.

25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.

28.2 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 such notice.

29. INCIDENTAL SERVICES

29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:

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 Contractor of any warranty obligations under this contract; and

e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

29.2 Prices charged by the Contractor 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 Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

30.1 The Contractor shall not, without the Province'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 Province in connection therewith, to any person other than a person employed by the Contractor 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.

30.2 The Contractor shall not, without the Provinces prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.

30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract of so required by the Province.

30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

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

a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the contract.

b) In the event of termination of production of the spare parts:

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

I. Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and

II. Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province 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 delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

33.1 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 my 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.

34. GOVERNING LANGUAGE

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.

35. TAXES AND DUTIES

35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.

35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.

35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province 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.

36. PROHIBITION OF RESTRICTIVE PRACTICES

36.1 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 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 collective bidding (or bid rigging).

36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice 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.

36.3 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) concerned.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION M: TAX COMPLIANCE STATUS VERIFICATION PIN

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION

N: COMPANY REGISTRATION CERTIFICATE/AGREEMENT/ID DOCUMENT

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

SECTION O: PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

TERMS OF REFERENCE

KZN TOURISM AND FILM AUTHORITY INTENDS TO APPOINT A SUITABLE SERVICE PROVIDER TO DEVELOP/ MAINTAIN/ UPDATE THE TOURISM AND FILM PRODUCT MANAGEMENT PLATFORM (BESPOKE DEVELOPED SOFTWARE APPLICATION). THIS INCLUDES PLATFORM, MOBILE APPLICATION AND ASSOCIATED SERVICES FOR A PERIOD OF 36 MONTHS.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

DEFINITIONS

KZN	KwaZulu-Natal
KWAZULU-NATAL TOURISM AND FILM	Kwazulu-Natal Tourism and Film Authority
TOR	Terms of Reference
SLA	Service Level Agreement
IT	Information Technology
VAT	Value-added tax
SCM	Supply Chain Management
CV	Curriculum Vitae
PLATFORM	Refers to all elements/ component of the website and its applications
AI	Artificial Intelligence
SEO	Search Engine Optimization
CRUD	Create Read Update Delete
CRM	Customer Relation Management
SEM	Search Engine Marketing
APP	Kwazulu-Natal Tourism and Film Authority Mobile Application
EMEs	Exempted Micro Enterprise
SME	Small Medium Enterprise
IRBA	Independent Regulatory Board of Auditors

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

1. BACKGROUND

1.1. KwaZulu-Natal Tourism and Film Authority is responsible for promoting and marketing the province of KwaZulu-Natal to domestic and international travellers and filmmakers. The platform is a key enabler to promote the destination and locations through the use of technology.

1.2. KwaZulu-Natal Tourism and Film Authority embrace technology and its disruptive nature, which in turn will assist in increasing the number of travellers and filmmakers that come into the province of KZN. Artificial Intelligence (AI) will be the cornerstone to ensure that the platform technology is on par with global standards.

1.3. KwaZulu-Natal Tourism and Film Authority's platform is a key marketing tool. This consists of a front-end user-driven interface and a backend database that stores detailed information about Tourism and film-related products. The platform is utilised by various stakeholders, including KwaZulu-Natal Tourism and Film Authority partners, to register tourism and film products (example: accommodation, places to visit, crew, film services, etc).

1.4. The platform has been redeveloped recently. It is built on open-source technologies and is hosted off-site at a hosting service provider to ensure an uptime of 99,9 percent and higher, allowing ease of access to global and domestic markets.

1.5. The appointed service provider will develop a mobile application called the “Visit KZN APP”.

1.6. The KwaZulu-Natal Tourism and Film Authority mobile application (“Visit KZN APP”) will integrate with the current backend database, and an update to the database via the management portal is reflected on the platform and the mobile application in real-time. KwaZulu-Natal Tourism and Film Authority further requires the platform to evolve into a unified digital ecosystem that consolidates tourism, film, funding, bursaries, content, reporting, CRM, AI-enabled services, and mobile capability within a single strategic platform.

1.7. The current platform includes, but is not limited to, the following functionalities, which will need to be reengineered and rebuilt based on the business requirements:

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

i. Funding system
ii. Bursary system
iii. Film and crew directory
iv. Location and mapping system (replace current iframe setup)

1.8 Furthermore, ongoing enhancement and optimisation of the existing KwaZulu-Natal Tourism and Film application will be a requirement.
1.9 The platform must be inclusive and address accessibility issues by being accessible to people living with disability (visually impaired and deaf).

2 THE AIMS AND OBJECTIVES OF THE PROJECT:

The objectives of these terms of reference are to appoint a suitable service provider to:

2.1 Work with KwaZulu-Natal Tourism and Film to develop/ maintain/ update the platform and mobile APP that is aligned to global best practices. In addition, the platform includes several backend databases.
2.2 The platform must have a guaranteed uptime of 99.9 % or greater and ensure the highest level of cybersecurity is embedded in all phases of the platform, mobile app and associated databases.
2.3 To enhance the KwaZulu-Natal Tourism and Film experience by ensuring that the platform and mobile APP are engaging, but at the same time easy to use.
2.4 To enhance KwaZulu-Natal Tourism and Film information accessibility.
2.5 Create digital content based on global tourism and film trends that will attract travellers and film productions to come to KZN. Liaise with internal and external stakeholders to achieve this objective.
2.6 Further develop the existing databases, which include the sourcing of Tourism and Film products in KwaZulu-Natal as and when required. This will include information in a variety of digital formats, for example, video, images, text, virtual reality, and so forth.
2.7 Furthermore, the appointed service provider will be required to develop an image library.
2.8 Provide Detailed Analytics which will give KwaZulu-Natal Tourism and Film insights into their consumers and associated patterns, thus providing the basis to launch successful digital campaigns. The successful bidder will provide KwaZulu-Natal Tourism and Film Knowledge

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

Management staff with detailed training in the formulation of the analytics and will assist KwaZulu-Natal Tourism and Film in producing the analytics.

2.9 Include Artificial Intelligence, such as a Travel, Tourism, and Film Chatbot, to ensure that the consumer has a superior experience when interacting with the platform. Also, provide insights into the performance of the entity through the platform.

2.10 To ensure that a single backend portal (Content Management System) is available, allowing both the service provider and KwaZulu-Natal Tourism and Film to update the platform and mobile APP simultaneously.

2.11 Ensure that ongoing training is provided to internal staff to manage the day-to-day operations of the platform. Training should be provided on a monthly basis or as and when needed. The agenda for training must be approved prior to the actual date. The certificate of completion must be issued to the staff member. The service provider should provide an updated training manual for the duration of the tender as and when the platform is updated.

2.12 Ongoing enhancement and optimisation of the existing KZN Tourism and Film platform.

2.13 Consolidate all systems into one unified platform with a single backend management system and no separate subsites or disconnected tools.

2.15 Provide fully integrated reporting tools within the backend content management across the entire platform.

2.16 Support tourism and film product management, content and media management, application workflow management, and search, filtering, and data structuring across all content and systems.

2.17 Include hosting, infrastructure, backups, restores, security management, performance monitoring, and ongoing optimisation within the service scope.

2.18 Provide an API layer to support the mobile application and future integrations.

2.19 Integrate with other relevant departments/ entities databases/ systems, e.g., EDTEA, National Department of Tourism, etc.

2.20 Implement built-in CRM and AI capabilities to manage tourists, film industry users, and applicants in a single system, including personalisation, automated engagement, lead management, AI-assisted support, chatbot enhancement, and an AI knowledge base with agentic flows, LLM licence/API capability, and closed-system training.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

2.21 Provide analytics across all platform activity, including analysis of external marketing activities supplied, and support ongoing enhancements and new feature development as part of the scope of work.

2.22 AI-assisted agent replies to customers.

3 SCOPE OF WORK

3.1 Platform

3.1.1 KwaZulu-Natal Tourism and Film seeks a bespoke solution that is aligned to both national and global standards for destination marketing and film productions, bringing in functionality that will entice potential customers to want to visit and film in the province. The service provider must develop, maintain and continuously upgrade the platform, ensuring that existing functionality is preserved, enhanced, and aligned to best practices. The platform must be interactive, responsive and allow for ease of navigation.

3.1.2 The service provider must assist in providing solutions to KwaZulu-Natal Tourism and Film that will result in an increased traffic to the platform.

3.1.3 The service provider will integrate the platform with other digital marketing platforms. (Example social media, etc). This includes working with other KwaZulu-Natal Tourism and Film service providers to ensure success and no interruptions to the operations of KwaZulu-Natal Tourism and Film.

3.1.4 Integration of the Mobile APP into the platform, ensuring the APP is updated on a regular basis. The APP does retrieve its data from the backend databases that serves all platforms including the mobile APP.

3.1.5 The current iframe-based location and mapping setup must be replaced with a fully integrated native mapping capability.

3.1.6 All systems must be consolidated into one unified platform with a single backend management system and no separate subsites or disconnected tools.
The backend content management system must include fully integrated reporting tools for the entire platforms, this includes audit logs.

3.1.7 Tourism and film product management system, including listings, locations, experiences, and related content objects, must be supported across the platform on all CRUD.

3.1.8 Content and media management must be provided across the full platform.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

3.1.9 Search, filtering, and structured data management must be implemented across the platform.

3.1.10 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 service 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. Furthermore, information from the platform must be indexed in the AI platforms. This will allow AI platforms to reference the KZN Tourism and Film platform when providing information about the destination.

3.1.11 Build an interactive platform 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 traveller engaged on the platform and eventually a booking. Furthermore, to embed AI tools as part of the platform enhancement.

3.1.12 A comprehensive report will be produced on a monthly, quarterly, and annual basis to determine various metrics that will aid KwaZulu-Natal Tourism and Film to make business-based decisions. An example of such will be digital marketing campaigns, feedback and detailed insights into the consumer's digital behaviour when interacting with tourism and film products.

3.1.13 The platform must include an API layer to support the mobile application and future integrations.

3.1.14 A built-in CRM and AI capability must manage tourists, film industry users, and applicants within a single system and provide centralised tracking of user activity across the platform, mobile application, and chatbot.

3.1.15 The solution must support AI-driven personalisation of content, destinations, and recommendations based on user behaviour, as well as automated engagement through email, notifications, and reminders for incomplete applications or enquiries.

3.1.16 Lead and enquiry management for tourism, film, and funding opportunities, AI-assisted support for trip planning, application guidance, and service discovery, real-time user-

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

behaviour insights, marketing integration, enhanced chatbot functionality using live data and user context, and data-driven decision-making must be included.

3.1.17 An AI knowledge base covering tourism, film and all KZN Tourism and Film portals must be included, together with agentic flows, an AI LLM licence/API component, and training of the LLM within a closed-system environment.

3.1.18 Analytics must incorporate analysis of marketing activities supplied, together with reporting across all platform activity.

3.2 The summary of key deliverables is:

3.2.1 To provide the design, development, and maintenance for all KwaZulu-Natal Tourism and Film's platforms.

3.2.2 This includes the complete website platform, incorporating all components, including front-end and backend databases. The platform must be responsive and must be optimised for all platforms and web browsers.

3.2.3 Hosting all KwaZulu-Natal Tourism and Film digital content in a digital library (images, videos, etc). This will be accessed by staff and external stakeholders; hence, a portal with granular, role-based access is critical. The service provider will be responsible for ensuring that the digital content is in the correct formats for the library building, and that it follows the correct application and approval processes, enabling stakeholders to access the relevant content after approval by KwaZulu-Natal Tourism and Film. This will be another avenue to obtain stakeholder information and so forth.

3.2.4 A suitable disaster recovery plan must be in place that will ensure the platform is operational and has a minimum uptime of 99.9 %. The service provider must include platform application firewalls to ensure that various attacks against platforms are prevented. The appointed service provider will be held liable, should it systems fail and the platform suffers cyber-security attack. Hence, the appointed service provider must include platform insurance to protect themselves should this result in a lawsuit. The service provider must include the disaster recovery plan as part of the proposal.

3.2.5 Increase traffic to the KwaZulu-Natal Tourism and Film platform by 40% annually. This traffic should come from national and global destinations with an equal split. The increase

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

in new user traffic must be reported on a quarterly basis, allowing for a 10% growth per quarter.

3.2.6 The service provider must ensure that the platform's digital marketing includes search engine optimization, AI engines optimization, AdWords, destination videos, exciting content and so forth.

3.2.7 The service provider must further include SEO content development, ongoing content optimisation aligned to search demand and user behaviour, AI optimisation for AI search, chatbot responses and discovery engines, always-on Google Ads and display activity, mobile app marketing, and performance tracking and optimisation across all paid and organic channels.

3.2.8 The platform must have a built-it CRM and AI capabilities.

3.2.9 The platform must be flexible to adapt to the latest technology developments and display this appropriately.

3.2.10 To manage the databases, which include creating, maintaining, and supporting 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.

3.2.11 Create and implement marketing campaigns to increase traffic to the platform. Twelve marketing campaigns will be completed within three years. This will be broken down into four annually and one per quarter.

3.2.12 Data sourcing (Tourism and Film Assets) will be done by the service provider to ensure that Tourism and Film products are increased digitally (Example: Things to do in KZN). This data sourcing will be done annually. In addition, the service provider should create a supplier portal.

3.2.13 Monthly reporting on the performance of all digital platforms as per the organisation's requirement.

3.2.14 Ensure the platform has the capabilities of archiving and retrieving information when updated.

3.3 Mobile Application

3.3.1 The current KwaZulu-Natal Tourism and Film mobile APP is called the "Visit KZN". This is the official APP for the KwaZulu-Natal Tourism and Film.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

3.3.2 The mobile app will utilise the existing databases, allowing the update to be made once but displayed in all frontend interfaces.

3.3.3 The appointed service provider will develop/ maintain/ update the mobile APP, ensuring this is aligned to the design of the platform. In addition to this, more functionality may be required.

3.3.4 The bidder will ensure that the app is hosted with a minimum uptime of 99.9%.

3.3.5 The bidder must adhere to the design principles set out in point 4.

3.3.6 All source code used will belong to KwaZulu-Natal Tourism and Film.

3.3.7 The APP future upgrades will be aimed at providing a comprehensive and up-to-date source of KZN information, features and other content as described further down. The following is a non-negotiable list of mandatory items that must feature in the app:

3.3.7.1 Functional AI chatbots

3.3.7.2 Attractions

3.3.7.3 Film Locations

3.3.7.4 Activities

3.3.7.5 Maximum Distance

3.3.7.6 Travel Time (GPS)

3.3.7.7 Operating times & Information

3.3.7.8 Costs of activities (where applicable)

3.3.7.9 Address/Location

3.3.7.10 Contact Information

3.3.7.11 Detailed information on the region, tour guides, shopping, activities and features will be required.

3.3.7.12 Information on experiences.

3.3.7.13 The App content updates must be done through a CMS via the platform, not via updating the App.

3.3.7.14 Filter-based search, based on the selection of one or more of the above criteria.

3.3.7.15 Geolocation of all experiences.

3.3.7.16 Search based on locations and experiences.

3.3.7.17 Save previous searches and user preferences.

3.3.7.18 User Registration and Login

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

3.3.7.19 Intro screen based on best practices.

3.3.7.20 Currency Converter

3.3.7.21 Accommodation

3.3.7.22 Push Notifications (Travel Packages, Food recommendations and other relevant Travel information)

3.3.7.23 Weather Service – Any licenses to enable this functionality need to be included (example API license, Locations map licence). https://visitkzn-sa.com/locations/

3.3.7.24 All licenses should be registered in KZN Tourism and Film's name and will remain its property post the end of the contract.

3.3.7.25 Transportation, concierge, and services bookings should be allowed from the APP where possible.

3.3.7.26 Ratings and reviews

3.3.7.27 A complete Content Management System integrated into the current platform.

3.3.7.28 The current platform is built on bespoke software application, which is custom made to the needs of the entity (PHP, mysql, html, javascript).

3.3.7.29 Auto Suggest based on location and preferences.

3.3.7.30 QR Scanner

3.3.7.31 In the APP referral functionality to refer tourism products to friends, family, and various other stakeholders.

3.3.7.32 Multimedia video, which should play in the app were possible without hindering app performance.

3.3.7.33 Social media API and integration into the social media platforms.

3.3.7.34 Mobile App Analytics and Reporting must be included, allowing KWAZULU-NATAL TOURISM AND FILM AUTHORITY and its stakeholders to gain insights.

3.3.7.35 The mobile application must be developed as a core extension of the platform and not merely a mirrored platform experience.

3.3.7.36 Additional mobile functionality must include location-based discovery of attractions, experiences, and film sites; interactive maps and nearby recommendations; saved itineraries and trip planning tools; offline access to key tourism content for low-connectivity areas; and integration with user profiles, including favourites, saved places, and applications.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

3.3.7.37 The mobile application must also cater for film industry use cases such as crew lookup, locations, and quick access to directories, with provision for future integration with permits, bookings, and tourism services.

3.4 Other Portals

The service provider will be expected to also develop, maintain, and update the following portals continuously:

a. Film Fund
b. Film and crew directory
c. Locations Maps
d. Bursary applications
e. HR – recruitment
f. Supplier portal

All portal functions listed above must be rebuilt into the same platform and managed through a single backend rather than separate subsites or disconnected tools.

3.4.1 Funding portal requirements

The KZN Film Fund Funding Portal is a central digital system designed to manage the full process of film funding applications from submission through to final decision-making. It is used to publish funding opportunities, receive and process applications, and track each submission throughout the review process. The portal also supports compliance screening, document management, communication with applicants, and the coordination of evaluations. In addition, it assists internal stakeholders with adjudication preparation, reporting, and maintaining accurate records. Overall, the platform enhances the efficiency, transparency, and accountability of the Film Fund's funding administration processes.

Advert Management Function: Schedule funding call adverts with opening and closing dates, with the system automatically publishing and closing applications to prevent late submissions.

Submission Function: Allow applicants to complete an online form and upload required documents; generate a compiled application form in PDF and send confirmation to the film fund portal administrator.

Application Tracking and Status Management: Enable administrators to update statuses such as Submitted, Under Compliance Review, Under Evaluation, Disqualified, or Declined; allow applicants to view updates and receive status changes in real time.

Compliance Review Function: Enable administrators to verify documents against requirements, flag missing items, record internal notes, and download documents as a ZIP folder.

Communication and Resubmission Function: Enable administrators to send emails requesting outstanding documents, allow applicants to resubmit within deadlines, and track all communication.

Document Management and Download Function: Store, organise, and download all documents per application, including compiled application packs.

Evaluation Preparation Function: Filter compliant applications and export them for evaluation together with supporting documentation.

Audit Trail and Reporting Function: Track all actions, including status changes and communications; generate real-time reports for accountability to the film fund portal administrator; and notify the administrator immediately of applicant changes or uploads on existing or new applications.

Access Control Function: Provide role-based access for administrators, compliance officers, evaluators, and applicants.

Applicant Dashboard: Allow applicants to track status, view submissions, and upload additional documents when requested.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

Applicant Register and Reporting Function: Generate a real-time register including applicant name, contact details, programme applied for, submission date, and status, with filtering, export to Excel/CSV, bulk communication, duplicate detection, and reporting insights.

3.4.2 Bursary Application

The industry development bursary application portal is aimed at providing a centralised, efficient, and accessible digital platform for prospective bursary beneficiaries applying for bursary opportunities. The system will assist in streamlining the application and administration process by enabling applicants to submit applications online, upload supporting documents, receive communication updates, and track the progress of their applications in real time. The aim of the portal is to improve accessibility, transparency, and administrative efficiency while reducing manual processes and paperwork. In addition, the platform should support effective data management and reporting for administrators, ensuring a secure, user-friendly and reliable system that enhances the overall bursary management process for both applicants and the internal team.

The proposed system should feature:

- **Dynamic Form Creation:** Administrators can create and modify bursary application forms without developer intervention, ensuring adaptability to changing requirements.
- **Secure User Registration:** Applicants can create accounts, save progress, and track applications, improving the applicant experience.
- **Standard-Compliant Digital Signatures:** Legally binding signatures for both applicants and administrators, ensuring authenticity and compliance.
- **Comprehensive Admin Workflows:** Structured review and approval processes with role-based permissions, streamlining administrative tasks.
- **Enterprise-Grade Security:** Including data encryption, multi-factor authentication, and detailed audit trails, safeguarding sensitive information.

Board Members: Dr. J.S. Ndebele (Chairperson), Ms. R. Button (Deputy Chairperson), Dr. N. Qunta, Ms. G. Bhoola, Dr. I. Mkhize, Mr. S. Magoso, Ms. D. Hoorzuk, Ms. S. Croft, Ms. D. Sokhela, Ms. S. Dlungwane, Mr. L. Sidaki

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | Durban: Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | Cape Town: 81 Long Street, City Sightseeing Travel Depot, Cape Town | Postal Address: PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | King Shaka Airport Office: +27 (0) 32 436 0013 | uShaka Marine World: +27 (0) 31 816 6600 | Cape Town Office: +27 (0) 21 418 1684

Website: www.visitkznsa.com | Email: info@visitkznsa.com

The following features and functionality are within the scope of this project:

Applicant Features

- User registration and account management
- Online application form submission
- Document uploads with file type and size validation
- Application progress saving
- Digital signature capabilities
- Application status tracking
- Email notifications for key status updates

Administrative Features

- Dynamic form builder for creating and managing application forms
- Comprehensive application review dashboard
- Multi-stage approval workflow with configurable stages
- Digital signature for approvals
- Document verification tools
- Internal notes and communication tracking
- Basic reporting on application statistics

Security Features

- Role-based access control
- Multi-factor authentication
- Comprehensive data encryption

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

- Digital signature compliance
- Audit logging of all user and system actions
- Tamper detection for submitted data and documents

3.5 General

3.5.1 The service provider will need to ensure that suitable digital marketing initiatives are created to advertise the KwaZulu-Natal Tourism and Film platform 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 who visit the website.

3.5.2 The mobile app will need to achieve 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).

3.5.3 In addition to this, the service provider must agree to a penalty SLA that will govern the deliverables indicated in 3.4.1 and 3.4.2.

3.5.4 Training must be provided to internal staff members who manage these platforms daily. The training will be ongoing to ensure that these platforms are managed optimally.

3.5.5 Digital marketing and optimisation activities must include SEO (on-page, technical, and off-page), SEO content development, ongoing content optimisation aligned to search demand and user behaviour, AI optimisation, always-on digital advertising and Google Ads to drive traffic and conversions, mobile app marketing, and performance tracking and optimisation across all paid and organic channels.

3.5.6 Advertising spend must be considered in the pricing and media planning. A digital advertising spend will be capped at R50 000 per month.

3.5.7 The service scope must include ongoing enhancements and new feature development and not only maintenance activities.

3.5.8 The appointed service provider must produce analytics reports for all platforms and portals.

4. DESIGN PRINCIPLES

4.1 Content Prioritisation - 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 and filmmaker 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/platform, 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 personalise their journeys. Changing settings, controlling notifications, and cancelling actions provide the user with a sense of control. The APP/platform 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 signing up 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.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

5 TIMELINES

5.1 The appointed service provider will commence on the 1st of April 2027 after the respective contracts are signed by both parties for a period of three (3) years.

5.2 A detailed project plan must be included.

6 DURATION, 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 KwaZulu-Natal Tourism and Film Authority requests are handled professionally 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 service 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 KwaZulu-Natal Tourism and Film Authority reach this stage.

6.6 The service 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 years, 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.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

7 PRICING

7.1 Provide a complete, itemised pricing schedule for the project.

7.2 The following must be used as a guide for the service provider to develop their pricing:

7.2.1 Hosting has a setup and annual cost, which should include domain renewals and so forth.

7.2.2 There will be a revamp of the platform on the stipulated time as outlined in the project plan.

7.2.3 Database development, maintenance, and support – This will have a one-off cost and then any updates and changes will be covered by the ongoing support monthly hours.

7.2.4 Data sourcing – This item will be done in Year 1, 2 and 3. It is an annual exercise to grow the tourism and film digital assets in the province. You will include an annual cost for each year. The sourcing of data must include all methods possible from the digital platforms and going to a specific location to obtain this.

7.2.5 Digital Marketing – This must include annual costs, including a breakdown showing the amounts allocated per platform and so forth.

7.2.6 The digital marketing cost breakdown must separately indicate campaign costs, platform allocations, optimisation activity, and advertising/media spend.

7.2.7 Reporting / Analytics – This item will be done as per 6.6. A mandatory SLA meeting must be conducted monthly at no additional cost.

7.2.8 Onboarding training – This will be done by the service provider.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

Table 1

DESCRIPTION	ONCE-OFF COSTS	YEAR 1	YEAR 2	YEAR 3
Hosting				
Platform and mobile app development, maintenance, and support				
Database development, maintenance, and support				
Data Collection				
Digital Marketing				
Reporting / Analytics				
Training				
Portals				
Continuous improvement/ Innovation				
Other:				
Total exclusive of VAT				
15% VAT				
Total inclusive of VAT				

7.3 Pricing must include all upfront and ongoing costs, including any license renewals, domain renewals and maintenance fees.

7.4 The pricing must include the amounts for the next three years, inclusive of escalations and any taxes that might apply.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

7.5 Clearly indicate the total bid price.

8 METHODOLOGY

The service provider must appoint a suitable project manager who will be the single contact for this project and will liaise with KwaZulu-Natal Tourism and Film Authority. The following phases must conclude with a detailed document, and a sign-off must be obtained from the KwaZulu-Natal Tourism and Film Authority.

Phase 1 - Planning Phase

Phase 2 – Solution Blueprint.

Phase 3 – Implementation of the solution

Phase 4 – Testing

Phase 5 – Go Live and Support

9 CONTRACT PERIOD

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

10 APPLICATION RULES

Expenses incurred:

Neither KwaZulu-Natal Tourism and Film nor any organ of state will be held liable for any expense incurred by the applicants.

Confidentiality:

The contents of the applications will be kept strictly confidential by the KwaZulu-Natal Tourism and Film Authority and its advisors.

Late and incomplete applications:

Any application reaching the KwaZulu-Natal Tourism and Film Authority later than the date and time given below will not be considered.

Bidders must provide all the information requested in the terms of reference.

Closing of submissions:

Applications must be submitted in a sealed envelope on which the tender number and the closing date are clearly indicated.
The application must be placed in the tender box situated on the second (2nd) floor Ithala Trade Centre, 29 Canal Quay (29 Signal Road), Point, Durban.

The closing date and time for submissions is …21 August 2026…. at 11h00.

Project tender timeframes as per Table 2 below

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

Table 2

PHASE	ACTION	DATE
Phase 1	Tender notices	
Phase 2	Compulsory briefing session	
Phase 3	Submission of proposals	
Phase 4	Evaluation of Proposals	
Phase 5	Visual and verbal Presentation of proposals	
Phase 6	Adjudication of Proposals	
Phase 7	Awarding of tender	

10.1 Information Contained in this document:

The information/data provided in this document, together with any subsequent issue of addenda of information/data, is given in good faith for the guidance of applicants. No warranties or representations are given regarding the accuracy or completeness of such information.

KwaZulu-Natal reserves the right to seek further information from the applicants, as it is considered necessary.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

11 EVALUATION CRITERIA

The bid for the appointment of each service provider will be evaluated on compliance, functionality, preference point system and specific goals in accordance with the Preferential Procurement Regulation 2022.

Phase 1: COMPLIANCE

- ***The bidder must be registered as a vendor on the National Treasury Central Supply Database (CSD). If not registered bidder must make means to register in order to bid for the process: Link below for registration on the database:***

  Register user - Central Supplier Database Application (csd.gov.za)

- ***The bidder must be in good standing with SARS, the information will be verified through Central Supply Database (CSD) and SARS efiling pin in compliance with Instruction Note 9 of 2017/2018 prior to the award of the bid***

- ***Completed Standard Bidding Documents (SBDs), Defaulters etc.***

Phase 2: MANDATORY REQUIREMENTS *(disqualifying requirement)*

- **N/A**

Phase 3 - Part A: EVALUATION ON FUNCTIONALITY
The service provider must score a minimum of 60% in order to be evaluated further for price and preference points. ***Refer to Annexure 1*** below, for the information that must be provided and supported with documentation in order for the bid proposal to be evaluated and scored on Functionality.

Phase 3 – Part B: PRESENTATIONS

- Companies scoring 60% or more on Evaluation Criteria will be required to make presentations to a panel from KwaZulu-Natal Tourism and Film Authority.
- Functionality of the presentation will be 70%. Companies scoring 70% and above will move to the next stage of evaluation.

Detailed Presentation	
Total Score Providers Score	
Proposed Solution (Hosting, platform, mobile, and Database)	10
Pro-Active Monitoring and reporting solution (24 X 7 X 365) and Detailed Reporting on Analytics and performance of the platforms	5
Backup and Disaster Recovery	5
On-going Support and Maintenance, including your managed Helpdesk with SLA on response and resolution times	5
Proposed Digital Marketing	5
Platform and Mobile App integration with 3rd party API or products experience	10
TOTAL	40

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

Phase 4: APPLICATION OF PREFERENCE POINT SYSTEM AND SPECIFIC GOALS:
The 80/20 preference points system will be applicable for the evaluation of this process in accordance with the Preferential Procurement Regulations 2022.

Specific goals	
Price	80
Ownership goals	20
At least 51% of Black Africans, Indians or Coloreds ownership	10
At least 51% Women owned companies	5
The promotion of enterprises located in KwaZulu-Natal	5
Total	**100**

Kindly Refer to Table 1 of SBD 6.1 of the Preference Claim Form to claim for Points.

Verification of Specific Goals:

- Black Africans, Indians or Coloreds ownership verification will be conducted through submission of a BBBEE Certificate or BBBEE Sworn Affidavit
- Women owned companies' verification will be conducted through submission of a CSD Report/ BBBEE certificate /BBBEE Sworn affidavit
- The promotion of enterprises located in KwaZulu-Natal verification will be conducted through submission of a CSD Report or a Utility bill

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

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

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

12 INTELLECTUAL PROPERTY

12.1 It must be noted that KwaZulu-Natal Tourism and Film Authority will have unlimited access to all documents and processes applied by the successful Tenderer during and after the completion of the project at hand.

12.2 An appointment will be made in terms of the procurement policy of KwaZulu-Natal Tourism and Film Authority.

12.3 The Bidder undertakes to obtain the necessary consent proprietors, or their licenses should the Bidder make use of the intellectual property of any other person.

12.4 The Bidder hereby indemnifies KwaZulu-Natal Tourism and Film Authority against any action, claim, damage, or legal cost that may be instituted against Tourism KwaZulu-Natal on the ground of an alleged infringement of any copyright or other intellectual property right in connection with the work outlined with this bid.

12.5 The Bidder further indemnifies KwaZulu-Natal Tourism and Film Authority against any claim or action (including costs) caused by and/or arising from the failure to obtain such consent.

12.6 All original drawings and documents received from KwaZulu-Natal Tourism and Film Authority together with all other drawings, including photographic reductions and negatives thereof, computer programmes and other data prepared by the Bidder in connection with the work with prior approval and at the expense of KwaZulu-Natal Tourism and Film, shall be lodged together with any software and/or intellectual property rights in relation thereto with KwaZulu-Natal Tourism and Film, and become the property of KwaZulu-Natal Tourism and Film. Bidder shall not make any of the data, details, drawings, or information available to any third party, for whatever reason,

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

without prior written approval of KwaZulu-Natal Tourism and Film, and shall take the necessary steps to safeguard against this happening.

12.7 The platform and all associated intellectual property will belong to Kwazulu-Natal Tourism and Film Authority, which includes the platform, data, content, programming code and so forth. Should the provider wish to reuse this on any platform that does not belong to Kwazulu-Natal Tourism and Film Authority, explicit permission must be sought from Kwazulu-Natal Tourism and Film Authority.

12.8 Copyright of all documents prepared by the Bidder in terms of this bid shall be owned by Kwazulu-Natal Tourism and Film Authority, but Tourism KwaZulu-Natal shall have unlimited access and free use of the material as and when required.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

Phase 3 – Part A: Table 3

Area of evaluation	Weight	Value	Score
Company Profile: A detailed company profile, detailing the company's experience in website/platform and mobile application development and management. 5 years of company experience = 5 points 3 years of company experience = 3 points 0 – 2 years of company experience = 0 points	**(5)**		
Portfolio of Evidence: Bidders should submit a detailed portfolio of evidence and supporting reference letters detailing the services listed below. The service provider's reference letters must be on the client's letterhead, signed, and dated. Reference letters should cover the services listed below and should not be older than 6 years; failure to submit the portfolio of evidence and reference letters will result in non-scoring: • PHP development projects experience = 4 points • MySQL Server database projects experience = 4 points • Mobile application development with an integrated CMS solution = 4 points • Digital Content Creation experience = 3 points • Data Sourcing projects experience = 3 points • Digital Marketing (YouTube, SEO, etc.) experience = 3 points • Graphic Design experience = 3 points • Digital Analytics experience = 3 points	**(30)**		

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

Area of evaluation	Weight	Value	Score
• Training experience = 3 points			
Previous Experience in developing technology for the Tourism sector or the Film industry or similar. The bidder must submit portfolio of evidence (POE) and reference letters on a client's letterhead, signed and dated. The letter must not be older than 6 years. • 3 x POE supported by 3 X Reference letters = 15 points • 2 x POE supported by 2X Reference letters = 10 points	**(15)**		
Key Personnel Demonstrate the individual or professional team's ability to render the service. This must be supported by the submission of CVs for the Project Manager, Platform and Database Developers, and Graphic Designer, with relevant experience in website and mobile application development. **Organogram/ Human Resources table** A detailed organogram or Human Resource table with clear indication of the positions of the required resources = 5 points The resources must have experience and supporting qualifications clearly outlined in their CV's. All relevant qualifications listed in their CV must be accompanied by a certified copy of the certificate, not older than six months. CV submitted Certified copies of qualifications	**(35)**		

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

Area of evaluation	Weight	Value	Score
Accounts Manager: Must have 6 years of experience in the following: • Website development = 2 points • Mobile app development = 2 points • Digital Marketing = 2 points • Customer Service = 2 points • Certified copies of Qualification (Computer Science Diploma or Degree, Information Systems/ Technology Diploma or Degree, Software Development Certificate or similar qualification) = 2 **Platform and Database Developers:** • These resources must have 5 years of practical experience Platform development (HTML, CSS, JavaScript, and PHP) = 4 points • MySQL Database experience = 4 points • Certified copies of Qualification (Computer Science Diploma or Degree, Information Systems/ Technology Diploma or Degree, Software Development Certificate or similar qualification) = 2 points **Graphic designer:** • Must have a minimum of 3 years in designing digital content (banners, email signatures, etc.) = 8 points			

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

Area of evaluation	Weight	Value	Score
• Certified copies of Qualification (Graphic design Diploma/ Degree or Certificate) = 2 points			
Mobile Application Technology: Portfolio of evidence (POE) for the previous work done supported by 3 reference letters from previous mobile application clients to confirm the below experience in working with the technologies outlined. The reference letters must be on the client's letterhead, dated and signed. These applications developed by the bidder can be from any industry. POE of 3 different mobile application developed supported by 3 reference letters = 15 POE of 2 different mobile application developed supported by 2 reference letters = 10 POE of 1 mobile application developed supported by 1 reference letter = 5	**(15)**		
Total	**100**		

*Should the service provider wish to change the resource that was initially submitted, KwaZulu-Natal Tourism and Film Authority will have to approve the replacement; the replacement should possess the same experience or better than the resource they are replacing.

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com

BEWARE OF SCAMS: KWAZULU-NATAL TOURISM AND FILM AUTHORITY STAFF WILL NEVER CALL SERVICE PROVIDERS TO DEMAND CASH FOR BIDS

APPROVED/NOT APPROVED:

CEO | 0bd47df3-32b7-4033-b5b0-3dc1ef66

Sibusiso Gumbi
Interim: Chief Executive Officer

DATE: 25/07/2026 04:11:15 PM

Head Office: Ithala Trade Centre, 2nd, 3rd and 4th Floors, 29 Canal Quay, Durban 4001. Coordinates: -29.870129, 31.050016 | **Durban:** Shop 1A, uShaka Marine World 1 Bell Street, Durban 4001 | **Cape Town:** 81 Long Street, City Sightseeing Travel Depot, Cape Town | **Postal Address:** PO Box 2516, Durban 4000, South Africa

Head Office: +27 (0) 31 366 7500 | **King Shaka Airport Office:** +27 (0) 32 436 0013 | **uShaka Marine World:** +27 (0) 31 816 6600 | **Cape Town Office:** +27 (0) 21 418 1684

Website: www.visitkznsa.com | **Email:** info@visitkznsa.com