

## KWAZULU-NATAL TOURISM & FILM

KwaZulu-Natal Tourism and Film is the authority of Tourism and Film for the province of KwaZulu-Natal  
Established by the Act No.02 of 2024



### **BID NO: KZNTAFA-02/2026/27 APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN SD-WAN AND CENTRAL VOICE SOLUTION TO THE KWAZULU-NATAL TOURISM AND FILM AUTHORITY FOR A PERIOD OF THREE (3) YEARS**

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

**Contact:** Thembekile Mdlophane and Olivia Manjate

**Telephone:** 031 366 7500

**Email:** [tenders@visitkznsa.com](mailto: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 | 10             |
| RDP Goals                                                           |                |
| • Enterprise located in KwaZulu-Natal (KZN)                         | 10             |
| <b>Total</b>                                                        | <b>100</b>     |

***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***



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## SECTION A: BID NOTICE

|                                                       |                                                                                                                                                                   |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---------------------------------------------------------------------------------------|---|---|---|---|------|-------|
| Bid description                                       | APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN SD-WAN AND CENTRAL VOICE SOLUTION TO THE KWAZULU-NATAL TOURISM AND FILM AUTHORITY FOR A PERIOD OF THREE (3) YEARS |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
| Bid number                                            | KZNTAFA-02/2026/27                                                                                                                                                |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
| Name of institution                                   | KwaZulu-Natal Tourism and Film Authority                                                                                                                          |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
| The place where goods, works or services are required | Ithala Trade Centre, 29 Canal Quay (Signal) Road, Durban, 4001                                                                                                    |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
| Closing date and time                                 | Date                                                                                                                                                              | 1                                                                                                                                                                                                                                                                    | 4 | 0 | 8                                                                                     | 2 | 0 | 2 | 6 | Time | 11:00 |
| Contact details                                       | Postal address                                                                                                                                                    |                                                                                                                                                                                                                                                                      |   |   | N/A                                                                                   |   |   |   |   |      |       |
|                                                       | Physical address                                                                                                                                                  |                                                                                                                                                                                                                                                                      |   |   | 2 <sup>nd</sup> Floor, Ithala Trade Centre, 29 Canal Quay (Signal) Road, Durban, 4001 |   |   |   |   |      |       |
|                                                       | Tel                                                                                                                                                               |                                                                                                                                                                                                                                                                      |   |   | 031 366 7500                                                                          |   |   |   |   |      |       |
|                                                       | Fax                                                                                                                                                               |                                                                                                                                                                                                                                                                      |   |   | N/A                                                                                   |   |   |   |   |      |       |
|                                                       | email                                                                                                                                                             |                                                                                                                                                                                                                                                                      |   |   | <a href="mailto:tenders@visitkznsa.com">tenders@visitkznsa.com</a>                    |   |   |   |   |      |       |
|                                                       | Contact person                                                                                                                                                    |                                                                                                                                                                                                                                                                      |   |   | Thembekile Mdlophane and Olivia Manjate                                               |   |   |   |   |      |       |
| Where bids can be collected                           | Documents can be downloaded the KwaZulu-Natal Tourism and Film Authority website on <a href="http://www.visitkznsa.com">www.visitkznsa.com</a> at no cost.        |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
| Where bids should be delivered                        | Tender Box: Ithala Trade Centre, 2 <sup>nd</sup> Floor, 29 Canal Quay (Signal) Road, Durban, 4001 (Reception Area)                                                |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
| Category (refer to annexure A)                        | General                                                                                                                                                           |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
| Sector                                                | Services: Professional                                                                                                                                            |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
| Region                                                | KwaZulu-Natal                                                                                                                                                     |                                                                                                                                                                                                                                                                      |   |   |                                                                                       |   |   |   |   |      |       |
| BRIEF SESSION                                         | Date                                                                                                                                                              | 28 July 2026                                                                                                                                                                                                                                                         |   |   |                                                                                       |   |   |   |   |      |       |
|                                                       | Time                                                                                                                                                              | 11h00-12h00                                                                                                                                                                                                                                                          |   |   |                                                                                       |   |   |   |   |      |       |
|                                                       | Venue                                                                                                                                                             | <b>Microsoft Teams meeting</b><br><b>Join:</b><br><a href="https://teams.microsoft.com/meet/379132005569979?p=plalHaK0UFSe1HCM1i">https://teams.microsoft.com/meet/379132005569979?p=plalHaK0UFSe1HCM1i</a><br>Meeting ID: 379 132 005 569 979<br>Passcode: Ve3Cs77K |   |   |                                                                                       |   |   |   |   |      |       |



## 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.



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.



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## 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              |
| Section M | Microsoft Partner Certificate or Letter from Microsoft to Confirm this requirement |

**Table 2: Non- Compulsory Returnable**

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



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### 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.



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### SECTION E: PART A INVITATION TO BID

|                                                                                                                              |                                                                                                                                                                                      |                  |                                                    |                  |          |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------|------------------|----------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/<br/>PUBLIC<br/>ENTITY)</b>                     |                                                                                                                                                                                      |                  |                                                    |                  |          |
| BID NUMBER:                                                                                                                  | <b>KZNTAFA-<br/>02/2026/27</b>                                                                                                                                                       | CLOSING<br>DATE: | 06 July 2026                                       | CLOSING<br>TIME: | 11:00 AM |
| DESCRIPTION                                                                                                                  | <b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN SD-WAN<br/>AND CENTRAL VOICE SOLUTION TO THE KWAZULU-NATAL<br/>TOURISM AND FILM AUTHORITY FOR A PERIOD OF THREE (3)<br/>YEARS</b> |                  |                                                    |                  |          |
| <b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET<br/>ADDRESS)</b>                              |                                                                                                                                                                                      |                  |                                                    |                  |          |
| <b>Tender Box: Ithala Trade Centre, 2<sup>nd</sup> Floor, 29 Canal Quay (Signal) Road, Durban, 4001 (Reception<br/>Area)</b> |                                                                                                                                                                                      |                  |                                                    |                  |          |
|                                                                                                                              |                                                                                                                                                                                      |                  |                                                    |                  |          |
|                                                                                                                              |                                                                                                                                                                                      |                  |                                                    |                  |          |
|                                                                                                                              |                                                                                                                                                                                      |                  |                                                    |                  |          |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE<br/>DIRECTED<br/>TO</b>                                                                |                                                                                                                                                                                      |                  | <b>TECHNICAL ENQUIRIES MAY BE<br/>DIRECTED TO:</b> |                  |          |
| CONTACT PERSON                                                                                                               | <b>Ms Olivia Manjate and<br/>Ms Thembekile<br/>Mdlophane</b>                                                                                                                         | CONTACT PERSON   | <b>Mr Anir Bidesi</b>                              |                  |          |

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|                             |                                                                    |                  |                                                              |
|-----------------------------|--------------------------------------------------------------------|------------------|--------------------------------------------------------------|
| TELEPHONE NUMBER            | 031 366 7500                                                       | TELEPHONE NUMBER | 031 366 7500                                                 |
| FACSIMILE NUMBER            | N/A                                                                | FACSIMILE NUMBER | N/A                                                          |
| E-MAIL ADDRESS              | <a href="mailto:tenders@visitkznsa.com">tenders@visitkznsa.com</a> | E-MAIL ADDRESS   | <a href="mailto:anir@visitkznsa.com">anir@visitkznsa.com</a> |
| <b>SUPPLIER INFORMATION</b> |                                                                    |                  |                                                              |
| NAME OF BIDDER              |                                                                    |                  |                                                              |
| POSTAL ADDRESS              |                                                                    |                  |                                                              |
| STREET ADDRESS              |                                                                    |                  |                                                              |
| TELEPHONE NUMBER            | CODE                                                               |                  | NUMBER                                                       |
| CELLPHONE NUMBER            |                                                                    |                  |                                                              |
| FACSIMILE NUMBER            | CODE                                                               |                  | NUMBER                                                       |
| E-MAIL ADDRESS              |                                                                    |                  |                                                              |
| VAT REGISTRATION NUMBER     |                                                                    |                  |                                                              |



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|                                              |                                                             |                          |                                     |                               |      |
|----------------------------------------------|-------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------|------|
| SUPPLIER COMPLIANCE STATUS                   | TAX COMPLIANCE SYSTEM PIN:                                  |                          | OR                                  | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK BOX] APPLICABLE                                        |                          | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | TICK BOX] APPLICABLE          |      |
|                                              | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> |                                     |                               |      |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                               |                                                                                 |                                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                               |                                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                         |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                               |                                                                                 |                                                                                                                  |
| <p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p> | <p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]</p> |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                               |                                                                                 |                                                                                                                  |
| <p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>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.</b></p> |                                                                                               |                                                                                 |                                                                                                                  |



## 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:

.....



## 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<sup>1</sup> 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:

.....

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



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<sup>2</sup> will not be construed as collusive bidding.

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

3.4 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

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



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prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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

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## 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.



## 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 result 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.



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

## 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.



### 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](http://www.kzntreasury.gov.za)

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### 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  
2<sup>ND</sup> Floor (Reception Area)  
29 Canal Quay (Signal) Road  
Durban  
4001

Or Email: [tenders@visitkznsa.com](mailto:tenders@visitkznsa.com)



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### 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-02/2026/27 APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN SD-WAN AND CENTRAL VOICE SOLUTION TO THE KWAZULU-NATAL TOURISM AND FILM AUTHORITY FOR A PERIOD OF THREE (3) YEARS.**

### COMPULSORY BRIEFING SESSION (MICROSOFT TEAMS)

**DATE & TIME: 28 July 2026 @ 11h00**

**VENUE: Microsoft Teams**

**Microsoft Teams Link: Microsoft Teams meeting**

**Join: <https://teams.microsoft.com/meet/379132005569979?p=p1a1HaK0UFSe1HCM1i>**

**Meeting ID: 379 132 005 569 979**

**Passcode: Ve3Cs77K**

**THIS IS TO CERTIFY THAT (NAME).....ON BEHALF OF..... ATTENDED THE OFFICIAL 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**



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### SECTION J

#### AUTHORITY TO SIGN A BID

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

| (I)                      | (II)      | (III)                  | (IV)            | (V)              | (VI)                          |
|--------------------------|-----------|------------------------|-----------------|------------------|-------------------------------|
| CLOSE<br>CORPORATI<br>ON | COMPANIES | SOLE<br>PROPRIETO<br>R | PARTNERSH<br>IP | CO-<br>OPERATIVE | JOINT VENTURE<br>/ 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 |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |



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*(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.**

**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**



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

.....

**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:**

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- 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



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).



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

Where

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

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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



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

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

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

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

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

**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

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[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....





## ANNEXTURE 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 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.

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.

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.

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 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

### 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

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 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 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.
- 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.

### 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 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.
- 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.

### 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.
- 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.

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 Province's 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:

- 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 may deduct such amounts from moneys (if any) which may otherwise be due to the Contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

### 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.



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### SECTION M: MICROSOFT PARTNER CERTIFICATE OR LETTER FROM MICROSOFT TO CONFIRM THIS REQUIREMENT



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### SECTION N: TAX COMPLIANCE STATUS VERIFICATION PIN



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### SECTION O: COMPANY REGISTRATION CERTIFICATE/AGREEMENT/ID DOCUMENT



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### SECTION P: CENTRAL SUPPLIER DATABASE SUMMARY REPORT



## TERMS OF REFERENCE

# APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN SD-WAN AND CENTRAL VOICE SOLUTION FOR THREE (3) YEARS

## 1. BACKGROUND INFORMATION

### 1.1 Introduction

The KwaZulu-Natal Tourism and Film Authority (KZN Tourism and Film) is established in terms of the KwaZulu-Natal Tourism Act 2 of 2024. KZN Tourism and Film has been established to initiate, facilitate, coordinate and implement:

- a) Act as the custodian for integrated marketing and promotion of the province as a tourism and audio-visual destination to local and international markets.
- b) Act as a hub for tourism and audio-visual-related information.
- c) Attract local and foreign investment for the establishment, development and growth of tourism and audio-visual infrastructure, facilities and products.

### 1.2 Acronyms

|            |                                        |
|------------|----------------------------------------|
| SD-WAN     | Software-Defined Wide Area Network     |
| WAN        | Wide Area Network                      |
| THE ENTITY | KwaZulu-Natal Tourism & Film Authority |
| SLA        | Service Level Agreement                |
| PABX       | Private Automatic Branch Exchange      |
| VPN        | Virtual Private Network                |
| VoIP       | Voice over Internet Protocol           |
| SIP        | Session Initiation Protocol            |
| SSL        | Secure Sockets Layer                   |
| POE        | Power Over Ethernet                    |



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|      |                                          |
|------|------------------------------------------|
| PMP  | Project Management Professional          |
| CCNP | Cisco Certified Network Professional     |
| CCIE | Cisco Certified Internetwork Expert      |
| ICT  | Information and Communication Technology |
| IP   | Internet Protocol                        |
| VoIP | Voice over Internet Protocol             |
| PBX  | Private Branch Exchange                  |
| MPLS | Multiprotocol Label Switching            |
| PSTN | Public Switched Telephone Network        |
| IVR  | Interactive Voice Response               |
| PRI  | Primary Rate Interface                   |
| UPS  | Uninterrupted Power Supply               |

## 2. PURPOSE

**2.1. The KwaZulu-Natal Tourism and Film Authority seek to appoint an experienced service provider to deliver, install and support a Software-Defined Wide Area Network (SD-WAN) and premium business WAN links for data and voice services for a period of three (3) years.**

**2.2. The table below is an overview of the entities offices and their staff count. The ICT rollout will also allow for suitable growth should it be needed.**

| Office                        | Number of staff |
|-------------------------------|-----------------|
| Head office                   | 146             |
| Ushaka Information Office     | 6               |
| King Shaka Information Office | 4               |
| Cape Town Information office  | 3               |
| Spinnaker Distribution Office | 1               |



### 3. SCOPE OF WORK

#### 3.1. Head Office (29 Canal Quay Road, Point Waterfront)

- 3.1.1. Supply, install, configure and support 2 x 300Mbps Dedicated Links for all services (Data, Voice and Video).
- 3.1.2. The Internet services must be based on dedicated infrastructure, uncapped and unshaped, provide 1:1 contention and symmetrical i.e. 300Mbps upload and 300Mbps download bandwidth per link.
- 3.1.3. The service provider must ensure that both these links are provided on different access medium types – i.e. fibre and microwave and must provide diverse routes back into the service provider's core network and back to the entity. In the event of a failure on one link, the second link must have the ability to act as a failover link, routing critical traffic. Failover must be seamless and dynamic. Furthermore, the entity does utilise cloud services such as Microsoft 365 hence the security of the entities data transversing these links is critical.
- 3.1.4. The minimum SLA offered for connectivity services at this site must be 99.9% uptime. Service providers will be required to sign a penalty-based SLA developed by the entity. Furthermore, the service provider must have a Network Operations centre proactively monitoring and reporting on these links for all sites. This includes logging of the tickets when the link is down and / or poor performance.
- 3.1.5. The entity requires that the routing of the different traffic types e.g. VPN, Voice, video, Replication, backup, Email, Internet and so forth hence this must be prioritized and load balanced between the 2 links based on the entity's requirements.
- 3.1.6. The entity does have its own FortiGate firewall devices hence the service providers hardware must work in harmony. The service provider can supply their own routers that will work with the entities FortiGate. Should the entities FortiGate fail the entity will opt to use the service providers router until the replacement arrives allowing a failover architecture to exist.



- 3.1.7. The head office has an onsite PABX system. The successful bidder must port all numbers. Further to this, the service provider will migrate this voice solution to the Microsoft Teams platform.
- 3.1.8. The service provider must include monthly testing of the links
- 3.1.9. The service provider must provide the entity with a report which at a minimum must include:
- a) Link availability and uptime statistics
  - b) Bandwidth utilisation and throughput test results
  - c) Latency, jitter and packet loss measurements
  - d) Details of all outages, incidents and service interruptions
  - e) SLA performance against contractual targets
  - f) WAN failover and resilience testing results, where applicable
  - g) Capacity utilisation trends and forecasts
  - h) Root cause analysis of significant incidents
  - i) Corrective and preventative actions implemented and
  - j) Recommendations to improve service availability, performance and resilience.
- 3.1.10. The provider will supply 14 public IP addresses that will be utilized for the entire solution.
- 3.1.11. The entity must have visibility of the SD-WAN portal to request updates of the bandwidth allocations should the need arise.
- 3.1.12. Detailed bandwidth reports must be provided on a daily, weekly, monthly, quarterly and annual basis on all links.
- 3.1.13. A proactive service is required meaning that it is the responsibility of the service provider to monitor the services provided to the entity. Should these become degraded or even go offline a ticket should be raised by the service provider and update the entity immediately.



### 3.2. Ushaka Information Office

- 3.2.1. The entity requires a single 30Mbps Internet access link for this office. This link will be used for data / internet, voice and applications access. The users will access business systems via the VPN to the head office hence quality of service should be included. This will be configured via the Fortigate firewall devices.
- 3.2.2. This site has a FortiGate firewall which must work in harmony with the service providers equipment.
- 3.2.3. The WAN link must be based on dedicated infrastructure, uncapped, provide 1:1 contention and symmetrical. High quality premium business link.
- 3.2.4. The WAN link type can be fibre or microwave. A maximum downtime of 6 hours only per month is permitted which includes planned downtime that may be needed by the service provider. The Service provider need to ensure that the link is operational.
- 3.2.5. The link must offer priority routing over different traffic types, e.g. VPN Traffic, VoIP traffic and email/internet traffic including any cloud-based systems that the business may need at present or in the future. Hence the solution must be adaptable and changes in configuration should not impact the entity in their operations and financially.
- 3.2.6. The FortiGate firewall has an existing VPN configured that joins this office to the entities Head Office. This configuration will be maintained on the new link.
- 3.2.7. The current solution at this office includes 12 SIP voice channels. The solution is carrier grade service with end-to-end voice quality. There is no degrade in the quality of service (voice, data and video) hence the connectivity must be robust and stable. Should the type of connectivity be troublesome the provider will replace this at no cost to entity.



3.2.8. The current solution includes A Hosted PBX solution with the following:

- 1 x Receptionist handset
- 8 x Standard User handsets
- 1 x 24 Port POE Switch
- Telephone Management System to provide detailed reports.
- The provider must be able to port the entities existing numbers.
- The PBX solution must have the ability to add mobile handsets to the PBX solution when required.
- Each staff must have a routable direct number (direct dialling) that can be dialled directly should the need arises.
- Each staff member does have unique pin codes to identify and report on usage per staff member based on the staff member's name.
- All equipment supplied onsite will belong to the entity (example: handsets, cabinet, cabling, etc). However, the provider will ensure the warranty and support of this is for the duration of the contract.

3.2.9. The current voice solution must be migrated to Microsoft Teams platform hence all items needed for this transition must be included in your proposal including the porting of the telephone numbers, new telephones, reporting, User Training (Onsite and Virtual).

### 3.3. **King Shaka International Airport Information Office**

3.3.1. The entity requires a single 30Mbps link for this office. This link will be used for data / internet, voice and applications access. The users will access business systems via the VPN to the head office hence quality of service should be included. The access type can be fibre or microwave. A maximum downtime of 6 hours only per month, which includes the planned downtime that may be needed by the service provider.

3.3.2. The WAN link must be based on dedicated infrastructure, uncapped, provide 1:1 contention and symmetrical. High quality premium business link.



- 3.3.3. The link must offer priority routing over different traffic types, e.g. VPN Traffic, VoIP traffic and email/internet traffic including any cloud-based systems that the business may need.
- 3.3.4. The link must provide secure VPN Connectivity to the Head Office
- 3.3.5. The current solution includes 4 SIP voice channels. The solution is a carrier grade service with end-to-end voice quality. There is no degrade in the quality of service (voice, data and video) hence the connectivity is robust and stable. Should the type of connectivity be troublesome the provider will replace this at no cost to the entity.
- 3.3.6. The current solution will be migrated to the Microsoft Teams Voice platform by the service provider. Thereafter the service provider will support and maintain this for the duration of the tender.
- 3.3.7. The current solution includes a Hosted PBX solution that includes the following (A single cloud hosted PBX that is used to accommodate both Information Offices:
- 1 x Receptionist handset
  - 3 x Standard User handsets
  - 1 x 24 Port POE Switch and network cabling including a cabinet to house any onsite equipment. The network cabling will be used for voice and data from the users computing device i.e. Desktop / Laptop.
  - Telephone Management System to provide detailed reports.
  - The provider must be able to port the entities existing numbers.
  - The PBX solution must have the ability to add mobile handsets to the PBX solution when required.
  - Each staff must have a routable direct number (direct dialling) that can be dialled directly should the need arises.
  - Each staff member must have unique pin codes to identify and report on usage per staff member based on the staff member's name.



- All equipment supplied onsite will belong to the entity (example: handsets, cabinet, cabling, etc) once installed by the provider. However, the provider will ensure the warranty and support of this is for the duration of the contract.

### 3.4. Cape Town Information Office (New)

- 3.4.1. The entity requires a single 30Mbps link for this office. This link will be used for data, internet, voice and applications access. The staff will access business systems via the VPN to the head office hence quality of service should be included. The access type can be fibre or microwave. A maximum downtime of 6 hours only per month, which include the planned downtime that may be needed by the service provider.
- 3.4.2. The successful bidder must supply, install, configure and support a new firewall that includes Firewall, Switch and Wi-Fi capabilities. The following must apply: 10x GE RJ45 ports (including 4x Internal ports, 4x GE RJ45 PoE ports, 2x WAN ports), Wireless (802.11a/b/g/n/ax) dual radio). A network cabinet must also be installed with all accessories and any power requirements and a UPS to keep the core equipment up and protect it at the same time from any surge etc. All equipment must be labelled and the solution documented. A site visit must be done to determine space requirements.
- 3.4.3. The firewalls must include the Forti analyser licence enabling the logs to be ingested into the existing Forti Analyser in the cloud.
- 3.4.4. A permanent VPN connecting this office to the Head Office must be configured.
- 3.4.5. The WAN link must be based on dedicated infrastructure, uncapped, provide 1:1 contention and symmetrical. High quality premium business link.



- 3.4.6. The service provider will implement and maintain a Microsoft Teams voice solution at this office for the duration of the tender.

### 3.5. **Spinnaker Distribution Office (New)**

- 3.5.1. The entity requires a single 30Mbps WAN link for this office. This link will be used for data, internet, voice, video and applications access. The users will access business systems via the VPN to the head office hence quality of service should be included. The access type can be fibre or microwave. A maximum downtime of 6 hours only per month, which includes the planned downtime that maybe needed by the service provider.
- 3.5.2. The successful bidder must supply, install, configure and support a new firewall that includes Firewall, Switch and Wifi capabilities. The following must apply: 10x GE RJ45 ports (including 4x Internal ports, 4x GE RJ45 PoE ports, 2x WAN ports), Wireless (802.11a/b/g/n/ax) dual radio). A network cabinet must also be installed with all accessories and any power requirements and a UPS to keep the core equipment up and protect it at the same time from any surge etc. All equipment must be labelled and the solution documented. A site visit must be done to determine space requirements.
- 3.5.3. The firewalls must include the Forti analyser licence enabling the logs to be ingested to the existing Forti Analyser in the cloud.
- 3.5.4. A permanent VPN connecting this office to the Head Office must be configured via the FortiGate device.
- 3.5.5. There is 1 user for this office however more staff might join in the future.

### 3.6. **Microsoft Teams (All sites / Offices)**

- 3.6.1. The service provider will setup, configure and support a Microsoft Team voice solution for all sites / offices for the duration of this tender.
- 3.6.2. The following will assist with the allocation of the Phones:



## 3.6.3.

| Office                        | Number of staff | Reception |
|-------------------------------|-----------------|-----------|
| Head office                   | 146             | Yes       |
| Ushaka Information Office     | 6               | No        |
| King Shaka Information Office | 4               | No        |
| Cape Town Information office  | 3               | No        |
| Spinnaker Distribution Office | 1               | No        |

- 3.6.4. The solution should have maximum flexibility hence based on the requirements the provider can determine the best option (Operator connect or Direct routing). However, the entity should not be disadvantaged over the contractual period. Should this be the case then the provider will have to reimplement the solution at no additional cost to the entity.
- 3.6.5. The entity does have 160 X Microsoft Teams Phone Standard licenses. However, the service provider will have to include costing for 3 years. The current licenses are only for 12 months ending in February 2027.
- 3.6.6. The service provider will ensure all offices are using the Microsoft Teams platform for voice as part of this tender. Hence some offices are new, and some have existing voice solutions that will be needed to be migrated.



3.6.7. The handsets supplied will be leased for the 3-year period and belong to the entity once the tender period has ended. The Details of the handsets will be provided at the briefing session.

3.6.8. The solution must support auto -attendant.

3.6.9. The existing environment includes:

- On-premises PABX system (Head office – Alcatel unit)
- Ushaka and King Shaka Information Office (MTN Cloud PABX)
- SIP trunks / PRI lines to PSTN
- Desk phones – Current Phones will be replaced as they are not compatible with Microsoft Teams.
- Call routing rules and IVR
- Hunt groups and call queues
- Voicemail server – Alcatel PABX and the MTN cloud PABX
- Analog devices (fax, alarm lines, lift phones, etc.)
- WAN/MPLS connectivity at the Head Office. Current Voice solution works perfectly however it has aged.
- Ushaka and King Shaka Information office are using MTN PABX over a 20 Mbps connectivity.

3.6.10. The new Microsoft Teams solution should support the following functionality (<https://www.microsoft.com/en-us/microsoft-teams>). In addition:

- Inbound and outbound PSTN calling
- Internal extension dialling
- Caller ID presentation
- Auto Attendants (IVR)
- Call Queues
- Hunt Groups
- Time-based routing
- Holiday routing
- Delegation and call forwarding
- Shared line appearance (This will be based on business requirements)



- Full mobile client support
- Laptop and desktop softphone functionality
- Remote work capability without VPN
- Cloud voicemail with transcription
- Delivery to Exchange mailbox
- Centralized management via M365
- Call transfer between PSTN and Teams
- Escalation from call to meeting
- Call barring
- Time-based restrictions
- Geographic blocking
- Prefix filtering
- Least-cost routing
- Department-based voice policies
- Call duration limits
- Custom emergency routing

3.6.11. The service provider must provide onsite and virtual training to staff members enabling them to use the new technology comfortably. The below numbers are the number of training sessions.

- a. 1X EXCO Group training session onsite
- b. 7 X Boardroom Sessions onsite
- c. 1 X ICT Administration training onsite
- d. 2 X Information Offices training virtual
- e. 1 X Switch Board training onsite

3.6.12. The entity will provide the Microsoft Licenses only. All other licenses and software's must be supplied and supported by the service provider.

### 3.7. **Monitoring, Alerting and Reporting - Voice / Telephone Management Portal / Network Links and associated equipment**

3.7.1. **Advanced Real-Time Call Analytics and Reporting:** The solution must provide comprehensive real-time reporting dashboards for all Microsoft



Teams voice services, including inbound/outbound call statistics, missed calls, abandoned calls, answer times, queue performance, call quality metrics, concurrent calls, and active sessions. Reporting must support drill-down functionality by business unit, department, branch, cost centre, user, extension, and device type. The solution will be hosted, supported and maintained by the service provider having an uptime requirement of 99.9 percent uptime.

- 3.7.2. **Customisable Web-Based Management Portal:** The service provider must provide a secure, modern, and responsive web portal accessible via standard web browsers. The portal must provide role-based access control (RBAC), enabling administrators, managers, and supervisors to view relevant data.
- 3.7.3. **Threshold-Based Real-Time Alerting and Notifications:** The solution must support configurable real-time alerts and notifications for predefined thresholds and events, including excessive calls, high call queue wait times, degraded call quality, abnormal call volumes, unavailable users, trunk failures, and license utilisation thresholds. Alerts must support delivery via email, SMS, Microsoft Teams notifications, and web portal notifications.
- 3.7.4. **Interactive Dashboards and Data Visualisation:** The portal must include interactive dashboards with graphical visualisations such as charts, heatmaps, trend lines, and KPI indicators. Dashboards must allow filtering by date range, business unit, geographic location, call queue, and user groups to support operational and executive reporting requirements.
- 3.7.5. **Historical Reporting and Data Retention:** The solution must provide historical reporting capabilities with configurable data retention periods of no less than 36 months. Reports must support scheduled generation and export in multiple formats including PDF, CSV, Microsoft Excel. The data must be kept for 36 months allowing year 1, year 2 and year 3 to be aligned. This data will be exported and provided to the entity at the end of the tender period.
- 3.7.6. **Call Quality and Network Performance Monitoring:** The platform must provide real-time and historical monitoring of call quality metrics including jitter, latency, packet loss, Mean Opinion Score (MOS), endpoint



performance, and network related issues affecting voice quality. Furthermore, all links and associated equipment must be monitored for failures and potential problems. An automated ticket should be created and logged with the service provider for resolution of which the entity must be copied in such communication. Root cause analysis and diagnostic capabilities must be included to assist the technical support teams.

**3.7.7. Security, Audit Logging, and Compliance:** The solution must provide enterprise grade security controls including secure authentication, multi-factor authentication (MFA), encryption of data in transit and at rest, comprehensive audit logging, and compliance reporting. All administrative actions and configuration changes must be logged and searchable within the portal.

**3.7.8. Scalability, High Availability, and Managed Support Services:** The proposed solution must be highly scalable to support organisational growth and future expansion of Microsoft Teams voice services. The service provider must ensure high availability architecture, proactive monitoring, disaster recovery capabilities, defined SLAs, and managed support services with clearly defined escalation procedures and response times.



### 3 TIME FRAME

- 3.1. The duration of this contract will be three (3) years.
- 3.2. The service provider will have 60 days (week and weekends) to roll out the project and go live.
- 3.3. The provider can negotiate with the current service provider (MTN) to remain active until the project rollout is completed. Furthermore, should the successful service provider wish to use the current connectivity subject to the upgrades and reconfiguration he may engage with the current service provider.
- 3.4. A qualified and experienced project manager must ensure that there are weekly project meetings until the project is complete. This will include project meeting minutes, and other relevant supporting documentation as needed by the entity aligned to project management best practices.

### 4 REPORTING

For contracts management, performance monitoring, relationship management, technical reports, backup reports, and usage statistics, the service provider will be accountable to the Head: ICT and Cybersecurity (Anir Bidesi). Furthermore, the service provider will present their reporting at the IT Steering Committee.

### 5 TENDER REQUIREMENT

#### 5.1 Project Proposal

Bidders will be required to submit a technical and financial proposal.

##### 5.1.1. Technical proposal

- Kindly refer to the evaluation grid (TABLE 3) for all the technical proposal requirements

##### 5.1.2. Financial proposal

- The financial offer must contain a budget breakdown of all the costs including itemized billing.
- All costs should be inclusive of VAT and conditional and/or unconditional discounts where applicable.



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- The below costing table 1 must be completed. You may add in additional rows to cater for your itemized billing.

Table 1 – Costing table

| Item                          | Once of Cost | Year 1 | Year 2 | Year 3 |
|-------------------------------|--------------|--------|--------|--------|
| <b>CONNECTIVITY SOLUTION</b>  |              |        |        |        |
| Head Office                   |              |        |        |        |
| Ushaka Information Office     |              |        |        |        |
| King Shaka Information Office |              |        |        |        |
| Spinnaker Distribution Office |              |        |        |        |
| Cape Town Information Office  |              |        |        |        |
| <b>VOICE SOLUTION</b>         |              |        |        |        |
| Head Office                   |              |        |        |        |
| Ushaka Information Office     |              |        |        |        |
| King Shaka Information Office |              |        |        |        |
| Spinnaker Distribution Office |              |        |        |        |
| Cape Town Information Office  |              |        |        |        |

## 6 EVALUATION CRITERIA

***Specific Goals will be applicable for this Quotation process.***

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



### **MANDATORY REQUIREMENTS (If applicable) (disqualifying requirement)**

- Microsoft Partner Certificate or Letter from Microsoft to Confirm this requirement

### **EVALUATION ON FUNCTIONALITY**

The service provider must score a minimum of 65%% in order to be evaluated further for price and preference points. **Refer to Table 3** 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.

### **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.

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

**TABLE 2: PREFERENCE POINT SYSTEM AND SPECIFIC GOALS**

|                                                                                                                      | Specific Goals |
|----------------------------------------------------------------------------------------------------------------------|----------------|
| Price                                                                                                                | 80             |
| Ownership Goals                                                                                                      |                |
| <ul style="list-style-type: none"> <li>• At least 51% Black Africans, Indians or Coloreds Owned Companies</li> </ul> | 10             |
| <ul style="list-style-type: none"> <li>• Companies located in the province of KwaZulu - Natal</li> </ul>             | 10             |
| <b>Total</b>                                                                                                         | <b>100</b>     |

### **Verification of Specific Goals:**

1. **Black Africans, Indians or coloured's ownership verification** will be conducted through submission of the Sworn Affidavit or BBBEE Certificate with a summary report.



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2. **Companies located in the province of KwaZulu – Natal verification** will be conducted through submission of a Utility bill / Lease agreement / CSD Report.

**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 in regard to preferences, in any manner required by the organ of state.**

**Minimum Required Score = 65%**



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**TABLE 3: EVALUATION TABLE**

| Name of project:<br><b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN SD-WAN AND VOICE SOLUTION FOR A PERIOD OF THREE (3) YEARS</b>                                                                                                                                                                                                                                                                                | Maximum Score |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>SECTION 1 – COMPANY PROFILE/ METHODOLOGY / PROPOSAL</b>                                                                                                                                                                                                                                                                                                                                                          |               |
| Describe, in detail, exactly how you propose to carry out the activities to achieve the outcomes identified in the scope of work given the time limitations of having the solution operational. You will use Annexure A to complete this section. <b>It is mandatory for service providers to use Annexure A for this section. Failure to do so will result in zero (0) points being allocated for this section</b> | 20            |
| <b>Sub-Total</b>                                                                                                                                                                                                                                                                                                                                                                                                    | <b>20</b>     |
| <b>SECTION 2 – REFERENCE LETTERS – MICROSOFT TEAMS VOICE IMPLEMENTATION AND SUPPORT (All reference letters must be completed on the source organization's letterhead, dated and signed. This must include contactable references allowing the entity to verify the work conducted.) Only references for the successful bidder will be contacted.</b>                                                                |               |
| Bidders to provide proof of experience and proven track record in implementing and supporting a Microsoft Teams Voice Solution<br>1 reference letters = 2 points<br>2 reference letters = 5 points<br>3 reference letters = 10 points<br>4 reference letters = 12 points<br>5 or more reference letters = 15 points                                                                                                 | 15            |
| <b>Sub-Total</b>                                                                                                                                                                                                                                                                                                                                                                                                    | <b>15</b>     |
| <b>SECTION 3 – REFERENCE LETTERS - CONNECTIVITY SOLUTIONS (All reference letters must be completed on the source organization's letterhead, dated and signed. This must include contactable references allowing the entity to verify the work conducted.) Only references for the successful bidder will be contacted.</b>                                                                                          |               |
| Bidders to provide proof of experience and proven track record in implementing and supporting an SD-WAN solution<br>1 reference letters = 2 points<br>2 reference letters = 5 points<br>3 reference letters = 10 points<br>4 reference letters = 12 points<br>5 or more reference letters = 15 points                                                                                                               | 15            |
| <b>Sub-Total</b>                                                                                                                                                                                                                                                                                                                                                                                                    | <b>15</b>     |
| <b>SECTION 4 – TEAM EXPERIENCE</b>                                                                                                                                                                                                                                                                                                                                                                                  |               |



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| Name of project:<br><b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN SD-WAN AND VOICE SOLUTION FOR A PERIOD OF THREE (3) YEARS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Maximum Score                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <p>The below resources are mandatory for this project hence CVs of the personnel allocated to this project must be included in the submission and form part of the project team.</p> <p>You will use Annexure B to complete the CV submission. <b>It is mandatory for service providers to use Annexure B for this section. Failure to do so will result in zero (0) points being allocated for this section</b></p> <ul style="list-style-type: none"> <li>• 1 X CV = 1 point</li> <li>• 2 X CV's = 3 points</li> <li>• 3 X CV's = 5 points</li> <li>• 4 X CV's = 10 points</li> </ul> <p>All certificates provided below must be valid and certified. The certification should be obtained / renewed in the last 3 years. Evidence of such must be included clearly showing the dates either on the certificate or a letter from the qualification provider confirming this requirement.</p> <ol style="list-style-type: none"> <li>1. Project Manager (PMP / Prince 2 certification)</li> <li>2. Network Engineer (CCNP or CCIE certification)</li> <li>3. Microsoft Teams Administrator (MS-700 — Managing Microsoft Teams)</li> <li>4. Microsoft Teams Engineer (MS-721 — Teams Voice / Collaboration Communications Engineer)</li> </ol> | <p>10</p> <p>10</p> <p>10</p> <p>10</p> |
| <b>Sub-Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>50</b>                               |
| <b>Grand Totals</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>100</b>                              |



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**Annexure A – All responses must be typed out using a computer.  
Handwritten responses will not be accepted. The document / fields expand allowing adequate  
information to be populated. DO NOT LEAVE ANY BLANKS**

### GENERAL INFORMATION

|                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------|--|
| COMPANY LEGAL NAME                                                                                      |  |
| TRADING NAME<br>(if different)                                                                          |  |
| COMPANY REGISTRATION<br>NUMBER                                                                          |  |
| VAT REGISTRATION<br>NUMBER                                                                              |  |
| TYPE OF BUSINESS/ LEGAL<br>STRUCTURE<br><br>E.g. Pty Ltd, CC, Sole<br>Proprietor, Partnership,<br>Other |  |



| TENDER / ENGAGEMENT DETAILS                |  |
|--------------------------------------------|--|
| TENDER / PROJECT NAME                      |  |
| TENDER REFERENCE NUMBER<br>(if applicable) |  |
| DATE OF SUBMISSION                         |  |

| COMPANY OVERVIEW (4 Points)                                             |  |
|-------------------------------------------------------------------------|--|
| BRIEF DESCRIPTION OF THE<br>COMPANY (2 POINTS)<br><br>(1 paragraph max) |  |
|                                                                         |  |



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|                                                                                                                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p><b>CORE SERVICES OFFERED (LIST) ( 2 POINTS)</b></p> <p>(E.g. Business advisory services; project support; administrative services; technical support)</p> |  |
| <p><b>EXPERIENCE SUMMARY (MANDATORY)</b></p> <p><i>(Complete and attach supporting evidence)</i></p>                                                         |  |
| <p><b>TOTAL YEARS OF RELEVANT EXPERIENCE</b></p>                                                                                                             |  |
| <p><b>NUMBER OF SIMILAR PROJECTS COMPLETED</b></p>                                                                                                           |  |

| CATEGORY                                      | YEARS OF EXPERIENCE<br>(5 years Minimum in each category - Detail your applicable experience below) |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Wide Area Network (2 POINTS)                  |                                                                                                     |
| Voice Network using Microsoft Teams (2POINTS) |                                                                                                     |
| Support and Maintenance (                     |                                                                                                     |



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|                                                                                                                                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 2POINTS)                                                                                                                                                                                                   |  |
|                                                                                                                                                                                                            |  |
| Describe, in detail, exactly how you propose to carry out the activities to achieve the outcomes identified in the scope of work given the time limitations of having the solution operational. (8 POINTS) |  |

### Key Personnel Assigned to This Engagement (Must be employed by the bidder)

| NAME                     | POSITION                | RELEVANT QUALIFICATION                                                                                                         | RELEVANT EXPERIENCE<br>(Refer to RFQ)                                                                                            | Employed by the bidder |
|--------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------|
| E.g.<br>Sibusiso Dlamini | Senior Network Engineer | <ul style="list-style-type: none"> <li>Bachelors' degree IT/Computer Science</li> <li>Networking certs: CCNP / CCIE</li> </ul> | <ul style="list-style-type: none"> <li>6 years' experience -ICT Support</li> <li>6 years' experience – Cyber security</li> </ul> | Yes                    |
|                          |                         |                                                                                                                                |                                                                                                                                  |                        |
|                          |                         |                                                                                                                                |                                                                                                                                  |                        |



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

### ORGANIZATIONAL STRUCTURE FOR ENGAGEMENT (YES/NO)

(Attach organogram if  
available)

## REFERENCE LETTERS

Section 2 and Section 3 as per table

### NUMBER OF REFERENCE LETTERS ATTACHED

## PERSONNEL CERTIFICATIONS (As per Table 3)

Certified copies of Certifications (Certifications must belong to the resources that will be working with the entity, meaning that the entity wants certified technical resources to perform the work).

### LIST OF CERTIFICATIONS INCLUDED & ATTACHMENT STATUS (YES/NO)

### TYPE OF CERTIFICATION



|     |                                             |
|-----|---------------------------------------------|
| Yes | Trend Micro (Apex One/Cloud One/Vision One) |
|-----|---------------------------------------------|

## PARTNERSHIP LETTERS / CERTIFICATES (Attach official letters)

The service provider must submit official partner letters or certificates on the partner's letterhead (e.g., Fortinet, Dell, Microsoft, etc) demonstrating valid industry partnerships that benefit the entity. The letters / certificates must be in an active status and issued within the last 5 years from the submission date of this tender.

|                                                                    |                                                                                                             |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>NUMBER OF PARTNERSHIP LETTERS / CERTIFICATES ATTACHED: Eg 2</b> | <b>LIST THE PARTNERSHIPS / LETTERS:</b> <ul style="list-style-type: none"> <li>Microsoft Partner</li> </ul> |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|



## RISK, QUALITY & COMPLIANCE – ISO 27001 Compliance (Must not be older than 3 years)

2 POINTS

ISO 27001 CERTIFIED  
(YES/NO)

## DECLARATION

I hereby declare that the information provided in this Company Profile Form is true, correct and may be verified.

NAME

POSITION

SIGNATURE





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|      |  |
|------|--|
| DATE |  |
|------|--|

| CONTACT DETAILS  |  |
|------------------|--|
| PRIMARY CONTACT  |  |
| NAME             |  |
| POSITION         |  |
| TELEPHONE        |  |
| EMAIL ADDRESS    |  |
| PHYSICAL ADDRESS |  |

| SECONDARY CONTACT |  |
|-------------------|--|
| NAME              |  |
| POSITION          |  |



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|               |  |
|---------------|--|
| TELEPHONE     |  |
| EMAIL ADDRESS |  |



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### ANNEXURE B

**POSITION AS PER TENDER:** *EG. PROJECT MANAGER*

## CURRICULUM VITAE (CV) FORM

### PERSONAL DETAILS

FULL NAME

ID/PASSPORT NUMBER

PHYSICAL ADDRESS

CONTACT INFORMATION

PHONE NUMBER:

EMAIL:

### PROFESSIONAL SUMMARY



**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](http://www.visitkznsa.com) | **Email:** [info@visitkznsa.com](mailto:info@visitkznsa.com)



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KINDLY PROVIDE BRIEF DESCRIPTION OF  
YOUR PERSONAL PROFILE IN A FEW  
LINES

## CORE COMPETENCIES / SKILLS

PROVIDE A LIST OF SKILLS  
(E.G IT SUPPORT  
CYBERSECURITY  
WEB DEVELOPMENT)

## EDUCATION

QUALIFICATION

INSTITUTION

YEAR COMPLETED

 **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

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|                |                                                                             |
|----------------|-----------------------------------------------------------------------------|
| CERTIFICATIONS | CERTIFICATION TITLE:<br><ul style="list-style-type: none"><li></li></ul>    |
|                | ISSUING ORGANIZATION:<br><ul style="list-style-type: none"><li></li></ul>   |
|                | EXPIRY (IF APPLICABLE):<br><ul style="list-style-type: none"><li></li></ul> |

Copy and paste if more is needed.

| PROFESSIONAL EXPERIENCE                |                                                                          |
|----------------------------------------|--------------------------------------------------------------------------|
| JOB TITLE                              |                                                                          |
| EMPLOYER / COMPANY NAME                |                                                                          |
| PERIOD (FROM-TO)                       |                                                                          |
| RESPONSIBILITIES<br>(LIST ALL OF THEM) | KEY RESPONSIBILITIES<br><ul style="list-style-type: none"><li></li></ul> |
|                                        | KEY ACHIEVEMENTS                                                         |



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|  |                                                  |
|--|--------------------------------------------------|
|  | <ul style="list-style-type: none"><li></li></ul> |
|--|--------------------------------------------------|

|                                        |                                                                       |
|----------------------------------------|-----------------------------------------------------------------------|
| JOB TITLE                              |                                                                       |
| EMPLOYER / COMPANY NAME                |                                                                       |
| PERIOD (FROM-TO)                       |                                                                       |
| RESPONSIBILITIES<br>(LIST ALL OF THEM) | KEY RESPONSIBILITIES <ul style="list-style-type: none"><li></li></ul> |
|                                        | KEY ACHIEVEMENTS <ul style="list-style-type: none"><li></li></ul>     |

(ADD MORE POSITIONS IF NEEDED)

REFERENCES

(Include 3 referees with updated contact details)



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|                |  |
|----------------|--|
| NAME           |  |
| POSITION       |  |
| COMPANY        |  |
| CONTACT NUMBER |  |
| EMAIL          |  |

|                |  |
|----------------|--|
| NAME           |  |
| POSITION       |  |
| COMPANY        |  |
| CONTACT NUMBER |  |
| EMAIL          |  |



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|                |  |
|----------------|--|
| NAME           |  |
| POSITION       |  |
| COMPANY        |  |
| CONTACT NUMBER |  |
| EMAIL          |  |

## DECLARATION

I hereby declare that the information provided in this CV is true and correct to the best of my knowledge.

|           |  |
|-----------|--|
| NAME      |  |
| SIGNATURE |  |
| DATE      |  |
| EMAIL     |  |



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**BEWARE OF SCAMS: KZN TOURISM AND FILM AUTHORITY STAFF WILL NEVER CALL SERVICE PROVIDERS TO DEMAND CASH FOR BIDS**

**APPROVED/NOT APPROVED:**

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

**DATE:** 15/07/2026 04:58:41 PM

**Sibusiso Gumbi**

**Interim Chief Executive Officer**