NATIONAL FILM AND VIDEO FOUNDATION

REQUEST FOR PROPOSALS

DATE OF ISSUE: 20 AUGUST 2026

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF NATIONAL FILM AND VIDEO FOUNDATION

RFP REFERENCE NUMBER:	**RFP09 2026-2027**
CLOSING DATE:	**04 SEPTEMBER 2026**
CLOSING TIME:	**11:00**
RFP VALIDITY PERIOD:	**90 DAYS**
DESCRIPTION:	**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNET LINES AND VOICE SOLUTION SERVICES, AND SUPPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

RFP SUBMISSION REQUIREMENTS: SUBMISSIONS MUST BE EMAILED TO nfvftenders@nfvf.co.za

TABLE OF CONTENTS

MANDATORY DOCUMENTS

CONDITIONS FOR COMPLETING BID DOCUMENTS (FAILURE TO COMPLY/SUBMIT ANY OF THE DOCUMENTS STATED BELOW, WILL RESULT IN DISQUALIFICATION)

Document	Comments	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is signed	
SBD 2 (Tax Clearance Certificate or Pin)	Certificate must be original and valid	
SBD 3.3 (Pricing Schedule)	Make sure it is fully completed	
SBD 4 (Declaration of interest)	Make sure it is fully signed	
SBD 6.1 (Preference points on specific goals)	Make sure it is fully completed and signed	
SBD 7.1 (Contract Form)	Make sure it is fully completed and signed	
SBD 8 (Declaration of Bidder's past supply chain management practices)	Make sure it is fully completed and signed	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is fully completed and signed	
Company Profile	Detailed company profile indicating business services	
Valid ICASA licence	Valid ICASA licence applicable to the provision of electronic communications and/or voice communication services relevant to the proposed solution	
Total Bid Price for the duration of the project.	Bidders to complete price schedule or provide a separate financial proposal. In your price proposal show the VAT amount, deductibles, miscellaneous costs, and related	

ADDITIONAL RETURNABLE DOCUMENTS		
Copies of Originals of Company Registration Documentation NB: Certification stamp must be original and no more than 3 months old as at date of closing of tender	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	
CSD Registration	Proof of CSD registration	
Vat Registration Certificate	If applicable	
B-BBEE Certificate & BBBEE Statement or Sworn Affidavit	Valid certified copies must be submitted	
Certified copies of identity documents	For all current shareholders / members	

IF ANY OF THE REQUESTED MANDATORY DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRECTION TO DISQUALIFY THE BID

1. All changes must be scratched out and a signature appended next to each change. No tippex is allowed.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted and may result in automatic disqualification.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as National Film and Video Foundation will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

PART A

A1: REQUEST FOR PROPOSAL **SBD1**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF NATIONAL FILM AND VIDEO FOUNDATION

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DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERNET LINES AND VOICE SOLUTION SERVICES, AND SUPPORT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

BID DOCUMENTS MUST BE EMAILED TO nfvftenders@nfvf.co.za

Bidders should ensure that bids are delivered timeously to the correct email address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER……………………………………………………………………………………………………

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

STREET ADDRESS……………………………………………………………………………………………………

TELEPHONE NUMBER CODE……NUMBER………………………………………………………………………...

CELL PHONE NUMBER………………………………………………………………………………………………

FACSIMILE NUMBER CODE…… NUMBER…………………………………………………………………………

VAT REGISTRATION NUMBER………………………………………………………………………………………

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER: …………………………… DATE: ……………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED …………………………………………………………………

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

1.1 The National Film and Video Foundation (NFVF) considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to NFVF. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of NFVF.

2 Enquiries

2.1 All communication and attempts to solicit information of any kind relative to this RFP should be in writing and channeled to: Email address: nfvftenders@nfvf.co.za.

2.2 ***Bidders may not contact any other NFVF employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***

2.3 All the documentation submitted in response to this RFP must be in English.

2.4 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by NFVF regarding anything arising from the fact that pages are missing or duplicated.

3 Validity Period

3.1 Responses to this RFP received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

4 Submission of RFP

4.1 The proposals received by the deadline of 04 September 2026 at 11h00 will be reviewed by the NFVF and shortlist of qualifying service providers will be compiled.

4.2 The response to RFP should be submitted by email to nfvftenders@nfvf.co.za by no later than 11h00 on the 04 September 2026.

4.1. Late bids will not be considered.

4.3 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.

4.4 Kindly note that **NFVF** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

4.5 **NFVF** reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and financially advantageous to NFVF.

4.6 NFVF also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added to the criteria when evaluating the bids.

4.2. NFVF also reserves the right to award this bid as a whole or in part without furnishing reasons.

4.7 NFVF reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.

A.1.2 TAX CLEARANCE CERTIFICATE REQUIREMENTS SBD 2

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

1. To meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate.

2. Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

5. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

7. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.efiling.co.za

TERMS OF REFERENCE

1. INTRODUCTION.

The National Film and Video Foundation (NFVF) is a public entity established in terms of the National Film and Video Foundation Act, No. 73 of 1997, under the Department of Sport, Arts and Culture. The NFVF is mandated to promote and support the equitable growth and development of the South African film and video industry through funding, training, research, stakeholder collaboration, and industry development initiatives.

To effectively fulfil its mandate and support ongoing operational requirements, the NFVF relies on stable, secure, and high-performing Information and Communication Technology (ICT) infrastructure, including enterprise Internet connectivity and voice communication services. The NFVF therefore seeks to appoint a suitably qualified and experienced service provider to provide enterprise Internet connectivity services, voice solution services, implementation, support, maintenance, and associated professional services for a period of thirty-six (36) months.

The proposed solution must support the NFVF's operational environment, business continuity requirements, hybrid working model, cybersecurity objectives, scalability requirements, and ongoing digital transformation initiatives, while ensuring reliable service delivery and minimal operational disruption.

2. BACKGROUND AND CURRENT ICT ENVIRONMENT

The NFVF currently operates within a hybrid Information and Communication Technology (ICT) environment comprising both on-premises and cloud-based systems and services. The environment supports approximately 60 users across business operations, administration, stakeholder engagement, and digital collaboration functions.

The purpose of this section is to provide bidders with contextual information regarding the existing ICT environment to assist with solution design, integration considerations, migration planning, and service continuity planning. Unless explicitly stated elsewhere within this Terms of Reference (TOR), the infrastructure and systems listed below are not intended for replacement, procurement, or refresh as part of this bid process.

Current ICT Environment

The NFVF environment currently includes, but is not limited to, the following:

Microsoft and Server Environment

- Microsoft 365 E3 environment supporting approximately 60 users
- VMware virtualized server environment
- Windows Server environment supporting:
    - Active Directory (AD)
    - DNS
    - DHCP
    - DFS
    - Application services
    - Backup services Network Infrastructure
- Fortinet firewall infrastructure
- Fortinet core switching environment
- Fortinet wireless access point environment

Current Internet Environment

The NFVF currently operates:

- A primary 100Mbps dedicated fibre Internet connection
- A secondary wireless redundancy/failover Internet connection

Current Voice Environment

The current voice environment includes:

- Approximately 53 extensions
- Approximately 62 Direct Inward Dialing (DID) numbers
- Cloud-hosted voice services
- Existing IP-based switchboard/reception telephony services

The current estimated monthly voice usage is approximately:

- 2300 landline minutes
- 1500 mobile minutes

There are currently no toll-free or share-call services in operation within the NFVF environment.

3. BUSINESS NEED

The National Film and Video Foundation (NFVF) requires a reliable, secure, scalable, and enterprise grade Internet connectivity and voice communication solution to support its day-to-day operations, stakeholder engagement activities, digital collaboration requirements, and ongoing service delivery obligations.

The current operational environment relies heavily on uninterrupted Internet connectivity and voice communication services to support internal business processes, remote and hybrid working arrangements, cloud-based collaboration platforms, virtual meetings, stakeholder communication, digital content access, and organizational administration functions.

The NFVF therefore requires an integrated Internet and voice solution environment capable of:

- providing stable and resilient enterprise Internet connectivity;
- supporting business continuity through redundancy and failover capabilities;
- enabling secure and reliable voice communication services;
- supporting future scalability and operational growth requirements;
- integrating effectively with the existing ICT environment;
- improving service reliability, support responsiveness, and operational efficiency; and
- supporting the NFVF's ICT governance, cybersecurity, and digital transformation objectives. In addition, the NFVF requires a solution that minimizes operational disruption during implementation and transition activities while ensuring ongoing support, maintenance, monitoring, and service management throughout the contract period.

4. OBJECTIVES OF THE PROCUREMENT

The objective of this procurement process is to appoint a suitably qualified and experienced service provider to deliver, implement, support, and maintain an enterprise Internet connectivity and voice communication solution for the National Film and Video Foundation (NFVF) for a period of thirty-six (36) months.

The proposed solution must support the NFVF's operational, communication, business continuity, and digital collaboration requirements while ensuring reliability, scalability, security, and service availability.

The specific objectives of this procurement are to:

- Provide reliable, high-speed enterprise Internet connectivity services for the NFVF operational environment;
- Ensure Internet service continuity through appropriate redundancy and failover capabilities;
- Provide a modern, scalable, and secure enterprise voice communication solution suitable for the NFVF operational environment;

- Ensure effective integration with the NFVF's existing ICT infrastructure and hybrid Microsoft environment;
- Improve service reliability, operational efficiency, and user communication capabilities;
- Minimize operational disruption during implementation, migration, and transition activities;
- Ensure ongoing proactive support, maintenance, monitoring, and incident management services;
- Strengthen ICT resilience, operational continuity, and service availability;
- Support the NFVF's cybersecurity, governance, and compliance objectives; and
- Establish a sustainable and supportable communications environment aligned to the NFVF's current and future operational requirements.

5. SCOPE OF WORK

The appointed service provider will be responsible for the provision, implementation, support, maintenance, monitoring, and ongoing management of enterprise Internet connectivity and voice communication services for the National Film and Video Foundation (NFVF) for the duration of the contract period.

The scope of work shall include, but not be limited to, the following:

5.1 Internet Connectivity Services

- Provision of enterprise-grade primary Internet connectivity services;
- Provision of secondary Internet redundancy/failover connectivity services;
- Configuration and implementation of Internet failover capabilities;
- Internet service monitoring and performance management;
- Provision and management of public IP addressing requirements where applicable;
- Ensuring stable, secure, and reliable Internet service availability.

5.2 Voice Communication Services

- Provision and implementation of a hosted enterprise voice communication solution;
- Provision of voice communication licensing and associated platform services where applicable;
- Support for extension-based telephony and Direct Inward Dialing (DID) functionality;
- Support for enterprise telephony capabilities including call routing, hunt groups, queues, call transfers, conferencing, voicemail, and switchboard functionality;
- Number porting and migration support for existing voice services where applicable;
- Provision and support of reception/switchboard telephony functionality.

5.3 Implementation and Migration Services

- Solution design and implementation services;
- Installation, configuration, and integration of the proposed solution;
- Migration and transition planning for Internet and voice services;
- Testing, validation, and cutover activities;
- Implementation planning aimed at minimizing operational disruption;
- User onboarding, knowledge transfer, and administrator training where required.

5.4 Support and Maintenance Services

- Provision of ongoing technical support and maintenance services;
- Provision of incident logging and escalation mechanisms;
- Proactive monitoring and fault management services;
- Remote and onsite support services where applicable;
- Service performance reporting and service review engagements.

5.5 Documentation and Governance

- Provision of technical and operational documentation relating to the implemented solution;
- Provision of escalation procedures and support contact details;
- Maintenance of relevant implementation and support records;
- Participation in governance and operational review meetings where required by the NFVF.

Explicit Scope Clarification

Unless explicitly stated elsewhere within this Terms of Reference (TOR), the following existing ICT infrastructure components are provided for environmental and integration context only and are not automatically considered part of the replacement or refresh scope of this procurement:

- Existing firewall infrastructure;
- Existing switching infrastructure;
- Existing wireless access point infrastructure;
- Existing server infrastructure;
- Existing virtualization infrastructure;
- Existing Microsoft 365 environment;
- Existing Active Directory and server services environment.

Bidders may however indicate compatibility requirements, dependencies, or optional recommendations relating to the existing environment as part of their proposal submissions.

6. FUNCTIONAL AND TECHNICAL REQUIREMENTS

The proposed solution must provide enterprise-grade Internet connectivity and voice communication services capable of supporting the NFVF operational environment, business continuity requirements, and hybrid working model.

The bidder shall clearly indicate how the proposed solution meets the requirements outlined below.

6.1 Internet Connectivity Requirements

The bidder must provide:

- A primary enterprise-grade Internet connectivity solution;
- A secondary redundancy/failover Internet connectivity solution;
- Enterprise-level service reliability and availability;
- Symmetrical business-grade bandwidth suitable for enterprise operations;
- Uncapped and unshaped Internet services;
- Appropriate bandwidth management and traffic prioritization capabilities where applicable;
- Public IP addressing where required for operational purposes;
- Internet connectivity suitable for cloud-based services, Microsoft 365 services, virtual meetings, remote access, and digital collaboration platforms.

The bidder must clearly specify:

- Proposed connectivity technologies;
- Proposed bandwidth allocations;
- Contention ratios;
- Redundancy approach;
- Failover methodology;
- Monitoring capabilities;
- Expected service availability levels.

6.2 Redundancy and Failover Requirements

The proposed solution must support business continuity and service resilience through appropriate redundancy and failover capabilities. The bidder must provide:

- Automatic failover capabilities between primary and secondary Internet services;
- Redundancy architecture details;
- Failover and restoration methodology;
- Estimated failover and recovery times;
- Service continuity measures aimed at minimizing operational disruption.

The bidder must clearly indicate whether the proposed design operates as:

- Active-active; or
- Active-passive/active-standby.

6.3 Voice and Telephony Requirements

The proposed solution must provide an enterprise-grade hosted voice communication platform suitable for the NFVF operational environment. The proposed solution must support:

- Approximately 53 extensions;
- Approximately 62 DID numbers;
- Direct inward dialing functionality;
- Extension-based telephony;
- Reception/switchboard functionality;
- Call routing;
- Hunt groups;
- Call queues;
- Call transfers;
- Voicemail functionality;
- Audio conferencing capabilities;
- Softphone and/or IP phone support;
- Mobile and remote user support where applicable.

The bidder must indicate:

- Proposed voice platform architecture;
- Licensing model;
- Handset compatibility requirements;
- Number porting approach;
- Migration approach from the existing voice environment;
- Support for future scalability and expansion.

6.4 Network and Infrastructure Compatibility Requirements

The proposed solution must be compatible with the NFVF's existing ICT environment and operational infrastructure. The bidder must indicate:

- Compatibility requirements relating to existing network infrastructure;
- VLAN requirements where applicable;
- Any dependency on firewall, switching, wireless, or server infrastructure;
- Any proposed changes required to the existing ICT environment;
- Any additional infrastructure or licensing requirements required for successful implementation.

Unless explicitly proposed by the bidder as optional enhancements, the existing ICT infrastructure is not intended for mandatory replacement as part of this procurement.

6.5 Security and Compliance Requirements

The proposed solution must support appropriate enterprise security and governance controls. The bidder must provide:

- Secure connectivity and communication capabilities;
- Appropriate access control mechanisms;
- Secure administrative access capabilities;
- Logging and monitoring capabilities;
- Security incident escalation procedures;
- Cybersecurity management approach relevant to the proposed services.

Where hosted or cloud-based services are proposed, bidders must indicate:

- Hosting location;
- Data residency approach;
- Security controls implemented;
- Business continuity and disaster recovery measures relevant to the proposed service.

6.6 Monitoring and Reporting Requirements

The bidder must provide:

- Ongoing service monitoring capabilities;
- Fault detection and escalation mechanisms;
- Service availability reporting;
- Incident and service request reporting;
- Service review reporting where applicable.

The bidder must indicate:

- Monitoring methodology;
- Reporting frequency;
- Escalation procedures;
- Service management processes.

7. IMPLEMENTATION AND MIGRATION REQUIREMENTS

The bidder shall provide a detailed implementation and migration approach for the proposed Internet connectivity and voice communication solution.

The implementation and migration approach must be designed to minimize operational disruption to the NFVF environment while ensuring continuity of services during transition activities.

The bidder shall provide:

- A detailed implementation and project rollout plan;
- Proposed implementation timelines and key milestones;
- Resource allocation and project governance approach;
- Installation and configuration methodology;
- Testing and validation procedures;
- Cutover and transition approach;
- Rollback procedures in the event of implementation failure;
- Risk identification and mitigation measures relevant to implementation activities.

Internet Services Migration Requirements

The bidder shall clearly indicate:

- The proposed migration approach for Internet connectivity services;
- Proposed failover testing methodology;
- Downtime minimization measures;
- Service continuity approach during implementation and migration activities.

Where applicable, the bidder must indicate:

- Any infrastructure dependencies;
- Any third-party coordination requirements;
- Any site preparation requirements.

Voice Services Migration Requirements

The bidder shall provide a detailed approach for the migration or implementation of voice communication services.

The bidder must indicate:

- Proposed number porting methodology;
- Migration approach for existing DID numbers;
- Extension migration methodology;
- Proposed approach for migration of existing voice services;

- Proposed approach for switchboard/reception functionality transition;
- User onboarding and transition support approach;
- Expected service interruption windows, if any.

The bidder shall ensure that the proposed implementation approach minimizes operational disruption and communication downtime during migration activities.

Training and Knowledge Transfer

The bidder shall provide:

- User orientation and onboarding support where applicable;
- Administrator-level knowledge transfer where required;
- Relevant operational and support documentation;
- Escalation procedures and support contact information.

Testing and Acceptance

The bidder shall conduct appropriate testing and validation activities prior to final solution handover.

Testing activities should include, where applicable:

- Internet connectivity testing;
- Redundancy and failover testing;
- Voice quality testing;
- Call routing and telephony functionality testing;
- User acceptance testing (UAT);
- Service performance validation.

Final implementation acceptance shall be subject to successful completion of agreed testing and validation activities.

8. SUPPORT AND SERVICE LEVEL REQUIREMENTS

The appointed service provider shall provide comprehensive support, maintenance, monitoring, and service management services for the duration of the contract period.

The support model must ensure service reliability, operational continuity, timely incident resolution, and minimal disruption to NFVF business operations.

8.1 Support Services

The bidder shall provide:

- Remote support services;
- Telephonic support services;
- Email and/or digital helpdesk support services;
- Onsite support services where required;
- Incident logging and ticket management capabilities;
- Escalation management procedures;
- Fault diagnosis and resolution services;
- Proactive monitoring and fault management services.

The bidder must clearly indicate:

- Support operating hours;
- Support channels available to the NFVF;
- Escalation procedures and escalation levels;
- Support response methodology;
- Service management approach.

8.2 Service Availability and Uptime

The bidder shall provide enterprise-grade service availability for both Internet connectivity and voice communication services. The bidder must clearly indicate:

- Proposed service availability targets;
- Service uptime commitments;
- Planned maintenance procedures;
- Service outage management approach;
- Fault restoration targets;
- Communication and escalation procedures during outages or service disruptions.

The bidder shall provide details of:

- Monitoring capabilities;
- Service availability reporting;
- Service continuity measures;
- Redundancy and failover support procedures.

8.3 Incident and Problem Management

The bidder shall provide formal incident and problem management procedures for the proposed services. The bidder must indicate:

- Incident classification methodology;
- Incident response and escalation timelines
- Fault logging and tracking procedures;
- Communication procedures during incidents;
- Root cause analysis approach for major incidents where applicable.

The bidder shall ensure that all incidents and service requests are tracked and managed through a formal support process.

8.4 Maintenance and Change Management

The bidder shall provide:

- Preventative maintenance services where applicable;
- Planned maintenance notification procedures;
- Change management procedures;
- Service update and patch management procedures relevant to the proposed solution.

The bidder must ensure that planned maintenance activities are coordinated in a manner that minimizes operational impact to the NFVF environment.

8.5 Service Reporting and Governance

The bidder shall provide regular service management and operational reporting to the NFVF. Reporting should include, where applicable:

- Service availability statistics;
- Incident and support reporting;
- Fault and outage reporting;
- Service performance reporting;
- Escalation and resolution reporting;
- Trend analysis where applicable.

The bidder must indicate:

- Reporting frequency;
- Governance engagement approach;
- Service review meeting approach;
- Escalation management contacts and procedures.

9. DELIVERABLES

The appointed service provider shall be required to deliver the following as part of the contract scope:

9.1 Internet Connectivity Deliverables

- Fully implemented and operational primary Internet connectivity service;
- Fully implemented and operational secondary redundancy/failover Internet connectivity service;
- Configured failover and redundancy functionality;
- Stable and secure enterprise Internet access services;
- Public IP addressing services where applicable.

9.2 Voice Communication Deliverables

- Fully implemented and operational hosted voice communication solution;
- Operational extension-based telephony environment;
- Operational DID functionality;
- Operational reception/switchboard telephony functionality;
- Number porting and migration completion where applicable;
- Configured telephony features including call routing, queues, hunt groups, voicemail, conferencing, and transfer functionality where applicable.

9.3 Implementation and Migration Deliverables

- Approved implementation and migration plan;
- Completed installation and configuration activities;
- Completed testing and validation activities;
- Successful service cutover and transition;
- User onboarding and administrator knowledge transfer where applicable;
- Minimal operational disruption during migration activities.

9.4 Documentation Deliverables

The bidder shall provide the NFVF with:

- Technical solution documentation;
- Network and solution architecture documentation where applicable;
- Support and escalation procedures;
- Administrative and operational documentation;
- Service contact details and escalation matrix;
- Relevant configuration and implementation records.

9.5 Support and Service Management Deliverables

- Ongoing support and maintenance services;
- Incident logging and tracking capabilities;
- Service monitoring and management services;
- Regular service and performance reporting;
- Governance and operational review engagements where applicable.

9.6 Training and Knowledge Transfer Deliverables

Where applicable, the bidder shall provide:

- User orientation and onboarding assistance;
- Administrator-level knowledge transfer;
- Basic operational support guidance;
- Relevant user and support documentation.

9.7 Compliance Deliverables

The bidder shall ensure:

- Compliance with applicable ICT governance and security requirements;
- Compliance with applicable regulatory requirements;
- Compliance with applicable data protection and confidentiality obligations.

10. VENDOR EXPERIENCE AND MANDATORY REQUIREMENTS

Bidders must demonstrate that they have the necessary experience, technical capability, operational capacity, regulatory compliance, and support capability to successfully deliver and support the required Internet connectivity and voice communication services for the NFVF.

10.1 Vendor Experience Requirements

Bidders must demonstrate relevant experience in the provision, implementation, support, and maintenance of:

- Enterprise Internet connectivity services;
- Enterprise voice communication solutions;
- Hosted or cloud-based telephony environments;
- Redundancy and failover Internet solutions;
- Similar ICT communication environments within medium-to-large organizations.

Bidders should provide details of previous or current projects of similar nature and complexity.

10.2 Reference Requirements Bidders shall provide reference letters from clients where similar services were successfully rendered.

Reference letters should:

- Be on the client's official letterhead;
- Include the client name and contact details;
- Include a brief description of the services rendered;
- Indicate the duration or completion period of the services;
- Include the name and designation of the authorised signatory;
- Indicate whether services were rendered satisfactorily.

The NFVF reserves the right to verify references provided by bidders.

10.3 Technical and Operational Capability

Bidders must demonstrate that they possess the necessary technical and operational capability to support the proposed solution throughout the contract period.

Bidders should provide:

- Details of their support structure and operational footprint;
- Escalation procedures;
- Technical support capabilities;
- Availability of qualified technical resources;
- Details of project management and implementation capability.

10.5 Project Leadership and Key Resources

Bidders must provide details of key personnel proposed for the implementation and support of the project, including:

- Project management resources;
- Technical implementation resources;
- Support and escalation resources where applicable. Curriculum Vitae (CVs) for key personnel must be submitted as part of the functionality evaluation process.

11. PRICING SCHEDULE REQUIREMENTS

Bidders must provide a clear and detailed pricing schedule for all proposed services and associated costs. Pricing submissions should clearly distinguish between:

- Once-off implementation and setup costs;
- Monthly recurring Internet connectivity costs;
- Monthly recurring voice communication service costs;
- Licensing costs where applicable;
- Hardware costs where applicable;
- Support and maintenance costs;
- Call usage costs where applicable;
- Optional services or enhancements proposed by the bidder.

All pricing must be provided in South African Rand (ZAR) and must include all applicable costs necessary for the successful implementation and support of the proposed solution.

Bidders must clearly indicate any assumptions, exclusions, dependencies, or optional items included within their pricing submissions.

12. EVALUATION CRITERIA

Bidders will be evaluated in three (03) stages:

- Stage 1: Administrative Compliance
- Stage 2: Functionality Evaluation
- Stage 3: Price and Specific Goals Evaluation

12.1. Stage 1: Administrative Compliance

During this stage, bidders will be assessed on their submission of mandatory documents. Failure to provide any or all of the mandatory documents required, may lead to total disqualification.

Bidders are required to submit the following mandatory documents along with documents on page 2 of the tender document:

- Bidders are required to provide a valid ICASA licence applicable to the proposed electronic communications and/or voice communication services (This requirement is compulsory and failure to provide the licence will lead to total disqualification)

- Proof of registration with the Central Supplier Database by submitting the CSD report. In case of a Joint Venture, each party must provide proof of registration with CSD, and their tax compliance status will be verified through the CSD. Bidders tax status must be aligned to the National Treasury Regulations and must reflect on CSD.

- Completed and signed Standard Bidding Documents attached to the bid. In the case of a Joint Venture, a written agreement between the parties clearly setting out the roles and responsibilities of each member must be submitted.

- In the case of a Joint Venture submitting a tender, a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture must be submitted.

- Certified copies of Company Registration Documents. In case of a Joint Venture, all parties must submit certified copies of incorporation documents.

- Certified copy of B-BBEE Certificate. A Joint Venture will qualify for the B-BBEE status level as a legal entity, provided that the legal entity submits their B-BBEE status level certificate. Failure on the part of the bidder to comply with the above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

12.2. Stage 2: Functionality Evaluation

Bidders who provided all required administration documents will be evaluated on functionality as per the below evaluation criteria, where a minimum threshold is **75 points**. Bidders who score an overall score of **75 points** and above will be evaluated in the next stage of evaluation whilst bidders who score below **75 points** will be disqualified from the evaluation process.

12.3. Stage 3: Price and Specific Goals

Bidders who scored overall score of **75 points** and above will be evaluated on 80/20 preference points system, where 80 points are for price and 20 points for Specific goals.

80/20

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

Where

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
Pmin	=	Comparative price of lowest acceptable bid

FUNCTIONALITY EVALUATION

Criteria	Sub-Criteria	Weight
Project Implementation Plan and Transition Approach	Bidders are required to provide a detailed project implementation and transition plan for the proposed Internet and Voice Solution services. The implementation plan should include the following: (a) All implementation tasks and activities – (0–10 points) (b) Resource allocation and project governance approach – (0–5 points) (c) Milestones, implementation timelines, dependencies, and contingency measures to manage project delivery and operational continuity – (0–10 points) Bidders must provide realistic implementation timelines aligned to the proposed solution and migration approach while minimizing operational disruption to the NFVF environment.	**25 Points**
Experience of the Project Leader on similar project	The bidder must provide a CV that will be used as evidence to substantiate the number of years of experience on similar projects. If no proof of years of experience can be obtained from the CV provided, bidders will not be allocated points. (a) Less than 3 years = 0 points (b) 3 to 4 years = 5 points	**15 Points**

	(c) 5 to 6 years = 10 points (d) 7 years and above = 15 points	
Service Approach	Bidders must provide full details of the proposed installation for the provision of Internet and Voice Solution Services for NFVF. • Provide a detailed plan for the Internet connectivity solution and failover configuration in case the primary line is disrupted – (0 -15 points) • Provide a detailed work plan on how to take over the current services from the current service provider without affecting operations – (0-15 points) • Proposed Quality Assurance Approach (i.e.: Testing, bandwidth quality, latency, jitter, customer service etc.) – (0- 10 points).	**40 Points**
Bidder's experience in providing similar services	The Bidder must demonstrate that they have the capacity to render the required service. The Bidder must provide references from both public and private institutions where similar services were rendered. The reference letter must be on the letterhead of the previously serviced client, and should reflect at least the name of the client, description of the relevant services rendered, year completed, contactable reference name, the contact details and	**20 Points**

	whether the quality of work was satisfactory or not. It should be signed by a duly authorised person or their representative. The reference letter should be within the last five years. Reference Letters (a) 1 – 2 reference letters = 5 points (b) 3 reference letters = 10 points (c) 4 reference letters = 15 points (d) 5 reference letters = 20 points (e) 6 and above reference letters = 25 points NOTE: NFVF may verify the information provided, and if your referee does not confirm the information provided, the reference will not be considered.	
TOTAL		**100 Points**
Minimum threshold		**75 Points**

PART B

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……………………………………………………………………………………………BID NO.: …………………………………….

CLOSING TIME 11:00 CLOSING DATE…………………………...

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R………..…………………………………………………...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
---	R-----------------------------	--------------------------------
---	R-----------------------------	--------------------------------
---	R-----------------------------	--------------------------------
---	R-----------------------------	--------------------------------
---	R-----------------------------	--------------------------------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

---	R-----------------------------	-------------------------- days
---	R-----------------------------	-------------------------- days
---	R-----------------------------	-------------------------- days
---	R-----------------------------	-------------------------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	……………….	……………..	R………………..
--	……………….	……………..	R………………..
--	……………….	……………..	R………………..
--	……………….	……………..	R………………..

TOTAL: R…………………………………………………….

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	……………….	……………..	R………………..
--	……………….	……………..	R………………..
--	……………….	……………..	R………………..
--	……………….	……………..	R………………..

TOTAL: R……………………………………………….

6. Period required for commencement with project after acceptance of bid ……………………………………………………………

7. Estimated man-days for completion of project ……………………………………………………………

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……………………………………………………………

……………………………………………………………

……………………………………………………………

……………………………………………………………

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(NATIONAL FILM AND VIDEO FOUNDATION)

Tel: 011 483 0880

Or for technical information –

(nfvftenders@nfvf.co.za)

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. <u>Bidder's declaration</u>

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

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

Full Name	Identity Number	Name of State institution

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

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

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, furnish particulars:

………
………………………………………………………………………………….

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

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

---

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

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

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

PART C – PREFERENCE POINT SYSTEM

SBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATION, 2022.

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific goals points

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS POINTS	**20**
Total points for Price and specific goals must not exceed	**100**

1.3.2 Failure on the part of a bidder to fill in and/or to sign this form and submit a proof of claim for specific goals including a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

1.5. The purchaser reserves the right to require of a bidder, 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 purchaser.

2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic
Empowerment Act;

2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **“consortium or joint venture”** 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;

2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state.

2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.

2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.

2.12 **“non-firm prices”** means all prices other than “firm” prices.

2.13 **“person”** includes a juristic person.

2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific points.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific points, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for SPECIFIC GOALS

5.1 In terms of Preferential Procurement Regulation of 2022, preference points must be awarded to a bidder based on valid proof submitted of claiming for specific goals as per the table below:

Specific Goals (Informed by PPPFA sec 2 (1) (d) Enterprises	**Number of points (80/20 system)**
SMME (Small Micro Medium Enterprise) EME & QSE	5
Owned by black people (50% or more)	4
Owned by black people who are youth	3
Owned by Black people who are woman (50% or more)	5
Owned by black people with disabilities	3
TOTAL	**20**

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor.Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of Specific goals must complete the following:

7. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: …………. = ……………(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a submitted valid proof.

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? ....……………….…%
- (ii) the name of the sub-contractor? …………………………………………………………..
- (iii) the B-BBEE status level of the sub-contractor? ……………………….………….
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm : ....……………………

9.2 VAT registration number : ....

9.3 Company registration number .... :……………………………………………………………

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

....

....

....

9.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? ……………………………………

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

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

(a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. ………………………………………

………………………………….
SIGNATURE(S) OF BIDDER(S)

2. ………………………………………

DATE: ……………………………….
ADDRESS: ………………………….
…………………………………

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ………………………………….. in accordance with the requirements and specifications stipulated in bid number………………. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid.
   - Proof of tax compliance status.
   - Pricing schedule(s).
   - Technical Specification(s);
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations.
   - Bidder's Disclosure form.
   - Special Conditions of Contract.

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	…………………………………………
CAPACITY	…………………………………………
SIGNATURE	…………………………………………
NAME OF FIRM	…………………………………………
DATE	…………………………………………..

WITNESSES	
1	………………….
2.	……………………
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……………………………………………. in my capacity as…………………………………………………...…..accept your bid under reference number ………………dated………………………for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ………………………………………ON………………………………..

NAME (PRINT) …………………………………….

SIGNATURE …………………………………….

OFFICIAL STAMP

WITNESSES

1. ………………………

2. ………………………

DATE

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

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

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system.
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)………………………………………………
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………... ……………………………..
Signature Date

………………………………………. ……………………………..
Position Name of Bidder

D2: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation.

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices.
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices.
   (d) the intention or decision to submit or not to submit, a bid.
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] 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.

10. 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.

…………………………………………………	…………………………………
Signature	Date
…………………………………………………	…………………………………
Position	Name of Bidder

PART D

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with NFVF.

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

- The General Conditions of Contract will form part of all bid and contract documents.

(iv) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

1.2. "Contract" means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.

1.3. "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.

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

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

1.6. "Day" means calendar day.

1.7. "Delivery" means delivery in compliance of the conditions of the contract or order.

1.8. "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable.

1.9. Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.10. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.11. "GCC" means the General Conditions of Contract.

1.12. "Goods" means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.

1.13. "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 service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.14. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.15. “Order” means an official written order issued for the rendering of a service.

1.16. “Project site,” where applicable, means the place indicated in bidding documents.

1.17. “The client” means the organization purchasing the service.

1.18. “Republic” means the Republic of South Africa.

1.19. “SCC” means the Special Conditions of Contract.

1.20. “Services” means those functional services ancillary to the rendering of the service, 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 service provider covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

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

5.2 The service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

6. Patent rights

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

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

9. Insurance

9.1 The service rendered 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.

10. Transportation

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

11. Incidental Service

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

(a) performance or supervision of on-site assembly and/or commissioning of the rendered service;

(b) furnishing of tools required for assembly and/or maintenance of the rendered service.

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service.

(d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and

(e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.

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

12. Warranty

12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of destination.

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

12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.

12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.

13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.

13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.

14. Prices

14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.

15. Contract amendments

15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

16. Assignment

16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.

17. Subcontracts

17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

18. Delays in the service provider's performance

18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.

18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.

18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

19. Penalties

19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

(a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;

(b) if the service provider fails to perform any other obligation(s) under the contract; or

(c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.

20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.

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

20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the service provider and / or person restricted by the client.
(ii) the date of commencement of the restriction; and
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. Termination for insolvency

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

23. Settlement of Disputes

23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the client shall pay the service provider any monies due the service provider.

24. Limitation of liability

24.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

(a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and

(c) the aggregate liability of the service provider to the client, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

25. Governing language

25.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

26. Applicable law

26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

27. Notices

27.1 Every written acceptance of a bid shall be posted to the service provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper services of such notice

27.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

28. Taxes and duties

28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.

28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.

28.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

29. National Industrial Participation (NIP) Programme

29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S) DATE

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER____

VAT REGISTRATION NUMBER ____

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLOCK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER ________________**FAX NUMBER** __________________

CELLPHONE NUMBER ____

E-MAIL ____

TYPES OF BUSINESS ____

PRINCIPAL BUSINESS ACTIVITIES ____