



national film and video foundation
SOUTH AFRICA
an agency of the Department of Sport, Arts and Culture

NATIONAL FILM AND VIDEO FOUNDATION

INVITATION TO TENDER

DATE OF ISSUE: 07 MAY 2021

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

BID REFERENCE NUMBER:	RFT 01 2021-2022
CLOSING DATE:	28 MAY 2021
CLOSING TIME:	11:00
BID VALIDITY PERIOD:	90 DAYS
BRIEFING SESSION:	N/A
DESCRIPTION:	APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO PROVIDE CONTRACT MANAGEMENT SYSTEM, SUPPORT AND MAINTANANCE FOR A PERIOD OF 36 MONTHS

**BID SUBMISSION REQUIREMENTS: SUBMISSIONS MUST BE IN 1 ORIGINAL AND 1 COPY
(*ENVELOPE 1 FOR TECHNICAL REQUIREMENTS AND ENVELOPE TWO FOR THE FINANCIAL PROPOSAL*)- 2 ENVELOPE SYSTEM**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**87 CENTRAL STREET, HOUGHTON
JOHANNESBURG**

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MANDATORY DOCUMENTS – FAILURE TO COMPLY WITH ANY OF THE MANDATORY DOCUMENTS MAY RESULT IN DISQUALIFICATION

CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is signed	
SBD 2 (Tax Clearance Certificate)	Certificate must be original and valid	
SBD 4 (Declaration of interest)	Make sure it is signed	
SBD 6.1 and 6.3 (Preference Points in terms of PPPFA of 2017)	Make sure it is completed and points claimed are allocated as per B-BBEE certificate	
SBD 8 (Declaration of Bidder's past supply chain management practices)	Make sure it is signed	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is signed	
Certified copies of Original 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)	
Total Bid Price	Bidders to complete price schedule or provide a separate financial proposal	
Vat Registration Certificate	If applicable	
B-BBEE Certificate & B-BBEE Statement or Sworn Affidavit	Valid certified copies must be submitted	
Company Profile	Include structure of the company	
Certified copies of Share Certificates	For all current shareholders if applicable	
Certified copies of identity documents	For all current shareholders / members	
CSD Registration	Proof of CSD registration	

IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, NFFV MIGHT DISQUALIFY YOUR BID

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
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

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

BID NUMBER: RFT 01 2021-2022

CLOSING DATE: **28 MAY 2021**TIME: **11:00**

DESCRIPTION: **APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO PROVIDE CONTRACT MANAGEMENT SYSTEM, SUPPORT AND MAINTANANCE FOR A PERIOD OF 36 MONTHS**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**National Film and Video Foundation
87 Central Street
Houghton
JOHANNESBURG
2116**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

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 National Film and Video Foundation 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 tender should be in writing and channeled to: Email address: nkinamab@nfvf.co.za, as of Thursday the 04th of March 2021. **The closing date for enquiries is Monday the 24th of May 2021.**
- 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 tender 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 RFT 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 tender should be submitted in two envelopes, (envelope A- technical response, envelope B – Financial proposal). The bidder to make a copy of both envelopes A and envelope B then submit one original and one copy in a sealed envelope endorsed, RFT 01 2021-2022. The sealed envelope must be placed in the tender box at 87 Central Street, Haughton, Johannesburg by no later than 11h00 on the 28th of May 2021.
- 4.2. The proposals received by the deadline of 28th May 2021 at 11h00 will be reviewed by the NFVF and shortlist of qualifying service providers will be compiled. Bidders included in the shortlist will be notified.
- 4.3.** All COVID-19 protocols will be observed for bidders to gain access to the building for submission of tender documents. **NO MASK, NO ENTRY.**
- 4.4. The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.5. No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.

- 4.6. Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.
- 4.7. The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.8. 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.
- 4.9. **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 also financially advantageous to NFVF.
- 4.10. 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.
- 4.11. NFVF also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.12. 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.

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. In order 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 eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.efiling.co.za

TERMS OF REFERENCE

1. BACKGROUND

The National Film and Video Foundation (NFVF) is an agency of the Department of Arts and Culture that was created to ensure equitable growth of South Africa's film and video industry. We do this by providing funding for the development, production, marketing and distribution of films and also the training and development of filmmakers.

2. SPECIAL INSTRUCTION TO BIDDERS

- 2.1.** Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to submitting a bid. Note: Bidders registration on CSD will be verified.
- 2.2.** By submitting a proposal for this Bid, the Bidder(s) confirms that they have read and understood the terms and conditions as set out in this tender document.

3. BACKGROUND

- 3.1.** The National Film and Video Foundation is currently relying on a manual system for development, storing, payments and overall management of both operational and filmmakers' contracts. It becomes difficult at times to effectively and efficiently managing contracts on a manual system.
- 3.2.** The NFVF seeks an experienced service provider that will provide the NFVF with a Contracts Management System. This System must have a module capable of assisting in managing projects. The duration of the contract will be a period of 3 years. The required Contract Management System must comply with the relevant safety standard and regulations for the safekeeping of electronic documents.
- 3.3.** The appointed service provider should be a professional, efficient system that will be able to accommodate metadata and workflows provided by NFVF and, most importantly, assist in the management of contracts and projects.
- 3.4.** The plan is to implement a central contract and project management system in order to assist NFVF in its endeavor to modernize its contract management with its stakeholders.

3.5. SCOPE OF SERVICES

- 3.5.1. To provide a professional and efficient Contract Management System that also has a capability for project management, which will monitor all contracts within the NFVF.
- 3.5.2. NFVF requires a cloud-based Contract Management System that will create, store, scan, and record various documents.
- 3.5.3. The System needs to be a safe and confidential Contract Management System whereby documents and contracts can be created, scanned, indexed, and electronically stored and retrieved in a manner that is easy and ready to access.
- 3.5.4. The Contract Management System must have a team workspace for document collaboration.
- 3.5.5. The Contract Management System must be accessible from any computer linked to the NFVF computer network.
- 3.5.6. The Contract Management System must be highly secured and can assign rights and restrictions on the use or management of particular records to facilitate security.
- 3.5.7. The Contract Management System must ensure that every folder is allocated to a record category within the records classification scheme.
- 3.5.8. The Contract Management System should not limit the number of folders that can be allocated to a category or defined within the records classification scheme.
- 3.5.9. The Contract Management System should generate a sequential numeric or alphanumeric reference for a folder as defined by the approved file plan of NFVF.
- 3.5.10. The Contract Management System must prevent the destruction or deletion of folders, records, and associated metadata at all times, except when authorized to do so by the system administrator or the creator.
- 3.5.11. The System should monitor access to the System, and the audit trail should initiate automatically.
- 3.5.12. The System must accommodate Digital signature.
- 3.5.13. The System must allow for amendment or any necessary adjustment to be done on the System.
- 3.5.14. The Contract Management System must easily interface to the other systems that need the information for different processes. i.e., the NFVFs application management system, outlook, and the NFVF's financial systems.

4. Technical Scope Break Down

4.1. Contract Management System (CMS)

- The System should support Microsoft platforms
- The System should have a proven ability to support more than 60 users working simultaneously.
- The internal ICT staff should have the ability to maintain, modify and expand the application without the vendor's assistance and without writing any code.

- The System should support both Internet/Intranet environments. The System should support Multiple storage controllers.
- The System should have the ability to be managed and maintained on a hosted platform.
- The System should support Microsoft Edge, Safari Firefox Mozilla, and Google Chrome browsers.
- The System should support storing of documents on distributed DAS/ NAS / SAN/ devices. The System should be a modular solution.
- The System should have the ability to authenticate using Active Directory.
- The architecture should be scalable.
- The System should provide a customizable reporting tool for various report
- The solutions should have the ability to categorize content based on metadata from the document automatically.

5. Scanning/Imaging:

- The Service provider has to provide the necessary hardware to scan and upload documents to the CMS. (the scanner should accommodate page sizes of up to A3)
- Scan directly into the CMS using TWAIN source using the web interface. Scan multipages of B&W, Gray-scale or True color.
- Support high-volume scanning.
- Support network scanning stations.
- Support capture and add email (including attachments) to the library directly from the user's desktop.
- Have unrestricted ability to classify documents with metadata to make them easier to search and retrieve in the future.
- Allow additional fields to be added to the metadata at any point without writing any code.
- Support automatically sent scanned documents to workflow.
- Support massive batch scanning of documents and automatic distribution for indexing.
- Supports use from distributed network scanners.
- Support remote scanning of documents. Support automated importing capability.
- Support archiving of images and electronic documents.
- Provide an integrated image viewing and processing tools such as ZOOM, Negative, Flip, Mirror, Contrast, and Brightness, Resize and Rotate, etc
- Be able to support automatic compression to save storage space.
- Support OCR from the scanned images.
- Support Bar-Code recognition from the scanned images.
- Support medium-speed scanners for low and medium volume imaging.

6. Archives

- PDF and other known document file types.
- Voice Records
- Archived content to be retrieved
- Record retention and destruction policies to be applied to archived content
- Automatic imaging of single-sided, two-sided, and multiple page documents
- Scanning by single sheet feeding and by the automatic document feeder
- Allow documents to be scanned at a range of resolutions
- Duplex (one page, double-sided) scanning
- Multiple page documents
- Allow users to set up document batch classes and identify specific types of documents and forms

7. Upload

- The System should support the scheduling of import jobs from local or server folders to enable automatic import regularly
- The System should have the ability to capture documents generated by other systems
- The System should support other internal NFVF systems, especially the one in the finance department.

8. Annotation

- The System should allow comments to be posted on documents. The System should allow comments to be kept in the database
- The System should provide mark-up documents with colored marks, text annotations, sticky notes, etc.
- The System should allow comment information to be kept with date, time, user, text

9. Documents

- Support DOCX, XLSX, TIF, PPTX, PDF, MSG formats
- Allow files to be viewed using a built-in viewer (e.g., viewing Word files without having MS-Word installed in the station)
- Support Documents kept in their native format without being changed. Allow the System to manage document versions
- Support check-in/ check-out capabilities
- Allow documents to be viewed while checked-out. Support hierarchical filing
- Allow documents to be saved directly from the native application (e.g. MS Word) into the CMS system
- Support the ability to launch documents externally from the CMS using native applications
- Support import of documents with index information

- Supportability to edit and save documents directly from the CMS viewer without changing the original
- Manage system fields for each document, including creation/update date of the file, user creating, document type, version number, etc., regardless of additional metadata defined.
- Allow documents to be linked to other documents within the CMS

10. Email Management

- Provide an automated process for the capturing of all inbound and outbound emails.
- Allow saving of emails with or without attachments, both incoming and outgoing. Allow saving of emails with attachments as a single multipage TIF or PDF and other file formats.
- Allow linking the mail message and its attachments to an existing document in CMS. Enable view of email messages stored in the CMS with an indication of its attachment.
- Enable viewing of email messages attachments from within the CMS

11. Business Process Automation/Workflow

- Have workflow capabilities for handling document-based tasks.
- Support ad-hoc and rules-based workflow.
- Offer a graphical user interface for developing workflow.
- Support modifying of an active workflow design while keeping the old version
- Allow system workflow to provide conditional flows depending on user input or system data
- Allow the system workflow to support both private (single user) and public (multiple users) queues for tasks
- Allow the system workflow to support manager authorization to control both private and public queues (view, transfer, close, etc.) of tasks
- Offer approval/disapproval functionality
- Allow workflows to be sent to external recipients
- Support tracking of managing the number of time users spend performing their work
- Allow the system workflow to include a facility to distribute incoming items to group members in rotation, or on a member's completion of the current task, to balance team members' workloads
- Reporting utility for each workflow. Reports should include work not completed, user productivity in responding to tasks. Time taken to achieve a specific workflow etc.
- Include the ability to prioritize items in queues
- Support the system workflow feature to allow users to assign "pending" status to a workflow item until a specific date or event occurs
- Ability to show the progress of a project\contract through a workflow so that users can determine the status of a project in the process

- Keep and display the history of a workflow process for each document that participates in a workflow process
- Provide the ability for non-technical authors to create workflow design without scripting or programming
- Allow the graphical workspace to provide drag-and-drop capabilities
- Allow mandatory or optional status to be assigned to a workflow.
- Allow for tasks to be rerouted manually
- Allow designer to configure modifications to various roles/individuals based on workflow status
- Allow multiple versions of the workflow to be running at the same time

12. Searching & Queries

- Provide for basic and advanced searching and instant retrieval
- Provide the ability to define searches for specific users.
- Offer permission-based searching so as a user can see only documents they have access to.
- Allow searches to be saved for future reuse.

13. User Interface

- Provide a configurable user interface, both in Windows form and web form, without the need to write any code
- Have the capability to customize data views or user interface framesets for different user groups
- Have the capability to delete/disable unwanted (not required fields). Have the ability to modify field names
- It should have the capability to amend on to loaded contract in line with an addendum.
- Have the capability to add new fields and names
- Offer a simple drag and drop interface style for uploading documents
- Allow documents to be created (and not just uploaded) directly from the system UI(E.g. operate a scanner, create a word document by a template)
- Allow external systems to access the System UI easily to perform document retrievals or document creation.

14. Integration

- Integrate with Microsoft Business Apps, Pastel, and Praxis
- Be able to integrate easily using known integration tools

- Have the capability to capture and electronic index documents directly from Microsoft Office applications.
- Have the capability to identify and enforce document state such as reviewed, approved, published, archived and retired.
- Provide the ability to link documents through the User Interface. integrate with LDAP (Active Directory).

15. Versioning

- When checking in a content object, allow the user to choose whether the item they are checking in is a minor revision or a significant revision.
- Provide an environment for managing the versioning of all content objects and content collections stored within it
- Provide the ability for the versioning pattern to be customized. Allow for events to be triggered based on version changes
- Allow for security to be applied to content based on the version of the content
- Provide the user with the ability to rollback content to previous versions and provide controls that can be applied to this action

16. Collaboration

The CMS should:

- Provide users with functionality that enables collaboration over the internet securely.
- Enable employees to define, organize, share, and monitor their work from development to delivery
- Allow users to set notifications that enable users to stay informed when changes occur within relevant documents.
- Generate reports for notifications, informing users that events of interest have occurred. Users can specify whether they want to receive the reports by email at scheduled times or view them on-demand within the CMS.

17. Audit Trail

- Generate and maintain an audit trail for all user activities such as modification, update, and deletion.
- Provide for the ability to modify a document while safeguarding the original copy.
- Send alerts in cases of irregular activities, predefined by the system administrator.
- Record each user's log-on and log-off times.

18. Security

- Have an independent security system from that of the network

- Apart from having its own authentication mechanism, Support LDAP Authentication
- Protect - Application Level, Library Level, Document-level, Fields Level and Content Level
- Have the capability to retain some documents as private
- Provide comprehensive collaboration using role-based access for viewing, accessing, or modifying documents based on permissions. Should have structured user rights to prevent users from accessing documents that they do not have authority to access.
- Provide configurable navigational security with multiple layers of user-definable security to limit access at the System, departmental, User, function, and workflow
- Provide the ability to audit all system activity and create audit reports, including a clear, auditable record of access and changes
- Include audit process for date/time/user stamp for scanned files
- Have the capability to block documents
- Have the capability to control document security based on metadata rules
- Provide a way to restrict printing or exporting on restricted users
- Encrypt file content within the repository
- Have the capability to work within a firewall without any third-party applications
- Have the capability to force regular passwords changes
- Have the facility to restrict users to specific functions within the System Provide a multilevel password-based security scheme
- Provide passwords for each employee
- Provide passwords for each department, assuming multiple departments may be defined in the System
- Automatically keep a system access log
- Keep a log of FAILED password and other access attempts
- File Access Rights
- The CMS should provide a document security access scheme.

19. The CMS should allow document access rights to be assigned in the following ways:

1. by Group
2. by user
3. by Document Category

20. The CMS security function should provide the following group restrictions:

- a) No Access rights
- b) Read Only rights
- c) Edit rights
- d) See Filename Only
- e) The CMS security function should place the following restrictions on USERS:

- f) No Access rights
- g) Read Only rights
- h) Edit rights
- i) See Filenames Only rights

- The CMS should provide its OWN security function
- The CMS should also rely on an alternative network security system besides the host network's security system
- The CMS security function should provide for document encryption.
- The CMS should allow for multiple user security profiles be created to control the access to all of the proposed System's features and functions enjoyed by different groups of users
- The CMS should allow for the creation of a security profile controlling the ability of multiple users to access specific features and functions of the proposed System

21. The CMS should enable the creation of a security profile controlling a user's ability to:

1. View ALL documents
2. View only specific document groups
3. View only departmental documents

22. The CMS should provide the ability to view all user-defined security profile codes and select the one desired via a drop-down list box

The CMS should provide the following levels of access privileges:

1. Individual-level:
2. Role (position)
3. Group level:

- The CMS should provide default user group settings to help speed up initial system implementation
- The CMS should provide Object-level security
- The CMS should enable process participants to view only what their security privileges enable them to access
- The CMS should provide the ability to lock and hide specific data fields
- The CMS should have the ability to utilize the Check-In/Check-Out function to monitor and verify the integrity of all security settings
- The CMS should be able to support digital signatures
- The CMS should be able to support digital certificates
- The CMS should be able to support features or functions designed to minimize the risk of collaboration beyond the firewall
- The CMS should be able to perform a modification of the security access to a batch of records

- The CMS should support the exposure of the administration capability through a separate secure site
- The CMS should support hierarchical, delegated user administration
- The System should allow for administrative rights to be delegated on a granular level
- The CMS should be able to support the assignment of privileges to objects on a per role or per group level.

23. Reporting and Analysis

- Provide reporting capabilities that exist as part of the System.
- Provide Content Analytics capabilities that exist as part of the System. Allow reports to be saved for future reuse
- Provide non-technical users with the ability to build reports.

24. Resources

- Provide a project and implementation plan for deployment and implementation of the software solution within an agreed period (NFVF to decide on this, HOD or CEO).
- The CMS should be easily customizable, and the UI be modified without writing code
- The CMS should be easily deployed and be up and running within the specified period of time.

25. Training

- User interfaces should be intuitive and require minimal training for the end-users.
- Advanced/expert-level training for the ICT team should be available during software installation as well as collaborative training for end-users.
- The training should be customized to meet the needs of NFVF's ICT team.
- Training manuals, i.e., software procedure manuals, should be provided during the training.

26. Architecture

- The System should be scalable
- The System should be capable of integrating with other existing systems

27. System Technical Support

- The CMS should ensure 24/7 software support, with a combination of onsite, phone, and digital help desk protocols.
- The local support technicians should either be employees of the vendor or employees of a third-party support group. The vendor company should fully support customized software

- A Help Desk offering live digital chat support and/or telephone support should be available 24/7 for this System from launch.
- The vendor should provide a platform dedicated to ongoing support of the System
- The vendor should have an escalation policy and procedures for system problems, issues, and "bugs".
- The vendor should have an upgrade process, path, and recent upgrade release timeframes
- The vendor should have the ability to assist the NFVF in recreating an operational system after any event that renders the System completely unusable. The Service Provider should assist the NFVF with implementing off-site backup copies of the data and operating system file.

The service provider will be expected to provide consultation services on the system as and when required, and be accessible at all times should system problems arise.

28. FUNCTIONAL REQUIREMENTS:

28.1. SYSTEM TESTING

The bidder will be required Perform testing to ensure the system is ready for business use. NFVF will participate in user acceptance testing sufficient to ensure that all major functions and components of the system are performing acceptably.

28.2. TRAINING

The bidder will be required to define the approach and schedule for end-user and technical systems operation training, conduct once off training for 15 people and provide user manuals.

28.3. POST IMPLEMENTATION SUPPORT

The bidder will be required to provide NFVF with support services for a defined period of time subsequent to Go-Live, including the identification and resolution of malfunctions and operational issues.

29. CONTRACT DURATION

The appointed service providers will be required to start immediately after signing the contract and provide the required services for a period of 36 months.

30. EVALUATION CRITERIA

Applicants will be evaluated in three (03) stages

30.1. Stage 1 – Administrative Compliance

During this stage bidders will be assessed on their submission of mandatory documents on page two (2) of the tender document.

Note: Failure to comply with the requirements assessed in stage 1 (administrative compliance), may lead to disqualification of bids.

Bidders are required to submit the following mandatory documents:

- 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).

30.2. Stage 2 – Technical Evaluation

30.2.1. Technical Requirements

The bidder must comply with the requirements below.

Mandatory Requirement		Comply	Not Comply
1	Bidders to provide a partner or license reseller certification		

30.2.2. Technical Evaluation Criteria

Applicants who provided all required administration documents will be evaluated on functionality as per the below evaluation criteria, where a minimum threshold is 70 points. Applicants who scored overall score of 70 points and above will be evaluated in the following stage of evaluation whilst bidders who score below 70 points will be disqualified from the evaluation process.

30.2.3. Stage 3 – Price and B-BBEE

Applicants who obtain an overall score of 70 points and above, will be evaluated on 80/20 preference points basis system, where 80 points is for the price and 20 points for B-BBEE. *NB: The NFVF reserves the right not to appoint a bidder who has quoted the lowest price.*

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

31. TECHNICAL CRITERIA

Criteria	Sub Criteria	Weight
Project Implementation plan	Project Implementation Plan Bidders to provide detailed project implementation plan. The implementation plan should include the following: (a) All tasks, activities and duration – (0- 5 points) (b) Resources – (0-5 points) (c) Milestones and contingency plan to manage milestones (0-5 points)	15 Points
Experience of the Project Leader	Capacity and experience of the Project Leader on similar projects The bidder must provide a CV that will be used as evidence to substantiate the number of years of experience. If no proof of years of experience can be obtained from the CV provided, bidders will not be allocated points. (a) Less than 03 years = 2 points (b) 03 to 04 years = 4 points (c) 05 to 06 years = 6 points (d) 07 to 08 years = 8 points (e) 09 years and above = 10 Points	10 Points
Approach and methodology	Methodology The appointed service provider will be required to use adequate and recognised best practices methodologies to implement, monitor and report on the project. The bidder to demonstrate the approach to be used and reporting approach: • Approach and methodology to be used (0-15 Points) • Monitoring, Support and Maintenance (36 months) approach to be used (0-10 Points) • Reporting Mechanisms- bidders will be required to report to the NFVF during the project (0-10 Points)	35 Points

Bidders Experience in providing similar services	The Bidder's proven experience The Bidder must demonstrate that they have the capacity to render the required service. The Bidder must provide references from public sector institutions and/or an institution in which a similar service was rendered. The above must be provided on a letterhead of the previously serviced client and should reflect, amongst others: the name of the client, a description of the service(s) rendered, the year in which the said services were rendered, contactable reference (s): including the name and contact details and, whether the quality of work was satisfactory or not. It should be signed by a duly authorised person or their representative. The reference cannot be older than five (5) years. Reference Letters (a) 02 and less reference letters = 02 points (b) 03 reference letters = 04 points (c) 04 reference letters = 06 points (d) 05 reference letters = 08 points (e) Above 05 reference letters = 10 points <i>NOTE: The NFVF may verify the information provided, and if the respective referee does not confirm the information provided, the reference will not be considered.</i>	10 Points
TOTAL		70 Points
Minimum threshold		52 points

Bidders who scored 52 points and above, will be evaluated on the second phase of functionality evaluation.

Phase 2- Functionality Evaluation – Presentation of the Solution

The minimum threshold for functionality criteria is 70 points.

Phase 2 of functionality evaluation

Presentation

No	Evaluation Criteria Applicable	Scoring	Weight
----	--------------------------------	---------	--------

1	What Contract Management system have you implemented in the last 24 months using the platform that you proposed a. What was the scope/size of the project? b. What challenges did you encounter?	1. Company lacks the experience to implement the proposed System = 0 2. Company demonstrated limited experience to implement the proposed System = 1 3. Company demonstrated experience in most areas System =2 4. Company has implemented similar System successfully = 3 5. Company has demonstrated good experience in implementing a similar system= 4 6. Company has demonstrated extensive experience in implementing a similar system = 5	5 points																															
	Please provide a scope of managed services for the period of three (3) years. What does your proposal include and exclude?	1.Managed services does not meet the requirements = 0. 2.Managed services partially meets the requirements = 1. 3.Managed services meet most of the requirements= 2 4.Managed services meets all the requirements = 3 5.Manage services exceeds the requirements= 4 5.Managed services far exceeds the requirements = 5	5 points																															
	Presentation of high level technical architecture with regards to modules/applications and general functional requirements as per proposed System. Does your proposed solution include all the requirements such as: <table><tr><td>Project management element</td></tr><tr><td>Scanning /Imaging</td></tr><tr><td>Archives</td></tr><tr><td>Upload</td></tr><tr><td>Annotation</td></tr><tr><td>Email management</td></tr><tr><td>Business process automation/workflow</td></tr><tr><td>User Interface</td></tr><tr><td>Integration</td></tr><tr><td>Collaboration</td></tr><tr><td>Audit trail</td></tr><tr><td>Security</td></tr><tr><td>Reporting</td></tr><tr><td>Security</td></tr><tr><td>Versioning</td></tr></table>	Project management element	Scanning /Imaging	Archives	Upload	Annotation	Email management	Business process automation/workflow	User Interface	Integration	Collaboration	Audit trail	Security	Reporting	Security	Versioning	1.System’s functionality does not meets business requirements= 0 2.System’s functionality partially meets business requirements= 1 3.System’s functionality meets most of the business requirements= 2 4.System’s functionality meets business requirements= 3 5.System’s functionality exceed the business requirements=4 6.System’s functionality far exceeds business requirements= 5	5 points 15 points <table><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr><tr><td>1</td></tr></table>	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Project management element																																		
Scanning /Imaging																																		
Archives																																		
Upload																																		
Annotation																																		
Email management																																		
Business process automation/workflow																																		
User Interface																																		
Integration																																		
Collaboration																																		
Audit trail																																		
Security																																		
Reporting																																		
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The pricing structure or schedule has been designed for bidders to cast their prices for the supply, delivery, installation and commissioning of Contract Management System (inclusive of support services) for a period of three (3) years.

32. FINANCIAL PROPOSAL

32.1. Bidders are required to provide a detailed and comprehensive price proposal i.e., all costs associated the bidder's proposal must be clearly specified and included in the Total Bid Price.

32.2. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

32.3. Payments will be linked to specified deliverables after such deliverables have been approved by NFVF

33. PRICING SCHEDULE

Activity/ Deliverable	Number of hours	Rate per hour	Total Cost (Vat Inc)
System Design (Functional and Technical)			
System Customization and testing			
Go –Live support			
Sub- total for 33 (VAT Inc)			

Note: The proposed Total Fee must be inclusive of all required services as outlined in the scope of work above.

34. Software Costs

Description	Years	Number of users	Unit price	Total Cost (VAT Inc)
Software License Renewal	Year 1			
	Year 2			
	Year 3			

Subtotal cost for 34 (VAT Inc)	
---------------------------------------	--

35. Maintenance and Support Costs

Activity/ Deliverable		Estimated Number of hours p.a	Rate per hour	Monthly Fee (VAT Inc)	Annual Cost (VAT Inc)
Maintenance and support	Year 1	120			
	Year 2	120			
	Year 3	120			
Sub-Total (35) (VAT Inc)					

36. Total Bid Price

Activity/ Deliverable	Amount
Sub-Total (33) (VAT Inc.)	
Sub-Total (34) (VAT Inc.)	
Sub-Total (35) (VAT Inc.)	
Total Bid Price (VAT Inc.)	

PART B

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PART C – PREFERENCE POINT SYSTEM

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

2

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit 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 B-BBEE status level of contribution 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;
- 3 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 taking into account 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 B-BBEE.
- 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 B-BBEE, 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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
------------------------------------	---------------------------------	---------------------------------

1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 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 B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION 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 B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

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 B-BBEE status level of contribution 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 audi 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:.....
.....

PART D – DECLARATION OF BIDDER’S PAST SCM PRACTICES

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 <i>audi alteram partem</i> 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 consortium³ 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 E

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.

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.

(iii) 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.

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.
- 1.9 "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.
- 1.10 "GCC" means the General Conditions of Contract.
- 1.11 "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.
- 1.12 "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.
- 1.13 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 "Order" means an official written order issued for the rendering of a service.
- 1.15 "Project site," where applicable, means the place indicated in bidding documents.

- 1.16 "The client" means the organization purchasing the service.
- 1.17 "Republic" means the Republic of South Africa.
- 1.18 "SCC" means the Special Conditions of Contract.
- 1.19 "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.
- 1.20 "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 final 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 contract 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 fails 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 the client intends imposing a restriction on 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
 - (b) 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
NUMBER**

REGISTRATION

VAT

REGISTRATION

NUMBER

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLCOK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____ **FAX NUMBER** _____

CELLPHONE NUMBER

E-MAIL

TYPES OF BUSINESS

PRINCIPAL BUSINESS ACTIVITIES