



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

NATIONAL FILM AND VIDEO FOUNDATION

REQUEST FOR PROPOSAL

DATE OF ISSUE: 30 AUGUST 2021

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

BID REFERENCE NUMBER: RFP 12 2021-2022

CLOSING DATE: 08 SEPTEMBER 2021

CLOSING TIME: 14:00

BID VALIDITY PERIOD: 90 DAYS

NON COMPULSORY BRIEFING SESSION DATE: 01 SEPTEMBER 2021 (11:00 – 12:00)

BRIEFING SESSION VENUE: MICROSOFT TEAMS): https://teams.microsoft.com/l/meetup-join/19%3ameeting_NJJJODUZZGETNWEWMC00NWJMLTG5ZTITOTQ4MZWOTVKYJQW%40THREAD.V2/0?CONTEXT=%7B%22ID%22%3A%22DB45959F-7723-48CF-A9BE-5EE51AC0864C%22%2C%22OID%22%3A%227F0161B2-0D23-414E-880E-991C8CB9E2CF%22%7D

DESCRIPTION: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE ARCHITECTURAL SERVICES REQUIRED FOR THE PHASE 2 OF THE DESIGN, PROCUREMENT DOCUMENTATION, EXECUTION, MONITORING AND CLOSURE OF THE REFURBISHMENT OF THE EASTERN CAPE FILM HUB AT 33 CHURCH STREET, EAST LONDON.

BID SUBMISSION REQUIREMENTS: DOCUMENTS SUBMITTED MUST BE IN PDF FORMAT. SUBMISSIONS MUST BE EMAILED TO nfvftenders@nfvf.co.za ON OR BEFORE THE CLOSING DATE OF THE RFP

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MANDATORY DOCUMENTS CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is completed and signed	
SBD 2 (Tax Clearance Certificate)	Certificate must be original and valid SARS Pin	
SBD 4 (Declaration of interest)	Make sure it is completed and signed	
SBD 6.1 and 6.3 (Preference Points in terms of PPPFA of 2017)	Make sure it is completed, signed 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 completed and signed	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is completed and 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)	
Vat Registration Certificate	If applicable	
B-BBEE Certificate & B-BBEE Statement or Sworn Affidavit	Valid certified copies must be submitted	
Company Profile	Including 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 – Latest available CSD Report	
Certified copies of Professional Registration	Proof of Professional Registration	

Total Bid Price (PART F)	Bidders to complete price schedule or provide a separate financial proposal	
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IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRETION TO DISQUALIFY THE BID

1. Bid Documents must be completed with ink (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.

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

CERTIFY THAT THE ABOVE INFORMATION IS PROVIDED AND IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF THE GENERAL
CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PART A

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE ARCHITECTURAL SERVICES
REQUIRED FOR THE PHASE 2 OF THE DESIGN, PROCUREMENT DOCUMENTATION, EXECUTION,
MONITORING AND CLOSURE OF THE REFURBISHMENT OF THE EASTERN CAPE FILM HUB AT 33
CHURCH STREET, EAST LONDON**

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

BID NUMBER: RFP 12 2021-2022**CLOSING DATE: 08 SEPTEMBER 2021****TIME: 14:00**

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STREET, EAST LONDON**

BID DOCUMENTS MUST BE SUBMITTED IN ELECTRONIC FORMAT TO THE FOLLOWING EMAIL ADDRESS:

nfvftenders@nfvf.co.za

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

ALL BIDS MUST BE SUBMITTED IN PDF FORMAT 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)**

PROFESSIONAL SERVICE TENDERING FOR: **ARCHITECTURAL SERVICES**

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: ***Jabulani Sandleni @ Email address: Jabulanis@nfvf.co.za***. Questions for clarity can be submitted from the 30th August 2021 until 16:00 on the 6th September 2021. No questions will be entertained after this date.
- 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 in regard to anything arising from the fact that pages are missing or duplicated.

3 Validity Period

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

4 Submission of RFP

- 4.1 The tender documents must be submitted in **pdf** format and to the provided email address nfvftenders@nfvf.co.za before the closing date and time.
- 4.2 The proposals received by the closing date and time 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 No hard copies submitted will be accepted.
- 4.4 No bids received by telegram, telex, facsimile or similar medium will be considered. Where a tender document is not received with a receipt date and time stamp before the closing time, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.5 No amended bids may be submitted. An amendment bid(s) will not be considered.
- 4.6 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.

- 4.7 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.
- 4.8 **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.
- 4.9 **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.
- 4.10 **NFVF** also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.11 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.

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

CERTIFY THAT THE ABOVE INFORMATION IS PROVIDED AND IS CORRECT.
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Signature

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Date

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Position

.....
Name of bidder

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

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Signature

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Date

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Name of bidder

TERMS OF REFERENCE

1. Background

- 1.1. NFVF strive to establish a viable film industry that represents the nation's aspirations and celebrates our diversity, through the collaboration with all stakeholders in supporting the development and promotion of a thriving South African Film Industry.
- 1.2. NFVF main objectives:
 - Increase the number of South African films and Previously Disadvantaged Individuals (PDIs) producing them;
 - Increase audience access to South African films;
 - Increase the number of people trained in the industry, particularly in areas of scarce skills;
 - Promote the South African Film Industry locally and internationally; and
 - Promote social cohesion and the expression of the nation's stories through film
- 1.3. The Film Centre's Infrastructure Implementation project's objective is to create several film centres which are dynamic creative spaces, all across the Republic of South Africa, which provide filmmakers with equipment, training, self-help tools, information, connections, commissioning briefs and other opportunities vital for the growth of the South African film industry. The Mission of each Film Centre is to create sustainable platforms for the production of film and television using a variety of tools.

The ECDC provided an opportunity for the establishment of the long-awaited Film Centre in East London at the Eastern Cape Local Content Hub at 33 Church Street, East London.

In determining the usage of the building space, which are limited, a shared and synchronised usage of space had to be obtained which render the required expected services for the film industry as well as the services that will be rendered by the Operator of the facility. To accomplish this, a common design objective was adopted, which are, to introduce a viable integrated shared service approach which will render all services to the film makers within the Province, from pre-production, through to production and finally to post production and marketing. The design integrates the latest technologies as utilised by the Cortex Hub, as proposed Operator of the facility, to render the latest trends and technologies to film makers in the film making cycle.

- 1.4. The Services to be provided at the Film Centers / Hubs includes:
 - Editing Suites
 - Open Office Workstations (30+ Stations)
 - Canteen / Cafeteria area with seating area for informal discussions
 - Auditorium /Cinema (50+ Seating)
 - Presentation Suite (20+ Seating)
 - Sound/Audio recording studio
 - Multi-functional studio for:
 - 8k Television / Virtual Reality / Production / Green screen backdrop functionality
 - Robotics and Lighting Development labs.
 - Robotics and Drone Testing cage-cubical.
 - Meeting rooms.
 - Executive Lounge
 - Ablutions as required for male, female and disabled
 - Access Control, CCTV Monitoring and sufficient Electrical and Mechanical (HVAC) services as required
 - Reception area and parking
 - Recreational / Relaxation area

- All facilities and service to be 'Persons with disabilities' friendly.
- 1.5. **Phase 1** of the refurbishment was successfully concluded at the end of the previous financial year, which included the following (in summary):
 - Roof and Floor structure improvements
 - Gutter improvement and replacement
 - Generator Installation
 - Electrical Services, on Ground and First Floor
 - Electronic services, inclusive of Access Control, Alarm System, CCTV Monitoring
 - Refurbishment and Construction of the following areas:
 - o Auditorium
 - o Editing Suite (5)
 - o Storage
 - o Lift Pit
 - o Sound room,
 - o Kitchen
 - o Reception
 - o Ablutions on Ground and First Floor
 - o Board room on First Floor
 - o Secure Storage on First Floor
 - o Control Room on First Floor
 - o Open Plan area on First Floor
 - o HVAC installation
 - o Water re-use system
 - o **Full Occupation and Fire Compliance was obtained.**
 - o **As-Built drawings will be provided on appointment of the Professional Team**
- 1.6. Phase 2 of the Implementation is to commence which require the following services and areas to be designed and implemented in accordance with the provided graphical layouts without affecting the current services and usage, refer to Annexure I of this TOR.
 - **General:**
 - o Power Supply Upgrade – 315kVA
 - o Additional Electrical, Lights and Electronics as required
 - o Disabled Lift Installation
 - Disabled Lift installation with ventilation in shaft
 - o HVAC installations
 - Ground Floor:
 - Editing Suite
 - Multi-Function Studio
 - Reception
 - Sound Room
 - First Floor:
 - Boardroom
 - Presentation Room
 - Lab – Robotics/Lighting
 - Open Plan Area (Limited subject to budget availability)
 - **Ground Floor**
 - o Multi-Function Studio
 - Studio will be used for backdrop productions, broadcasting, shows, Virtual Reality, etc
 - Production of educational –YouTube – Content to assist with distanced learning
 - Subject to final tender value and funding available, will the Infinity Green Screen be installed
 - o Sound Proofing of the following areas with indicated sample material:
 - Sound Room (Walls and Ceiling)

- Auditorium (Attached to Ceiling)
 - Division of Sound Room to allow for Sound Recordings
 - **First Floor:**
 - Ceilings across full extend of area without ceilings
 - Construction of Training / Presentation Room
 - Drywall and Door
 - Floor – Carpets
 - Electrical, HVAC & Fresh Air
 - Construction of Robotics-Lighting Lab
 - Drywall and Door
 - Access Control
 - Floor – Sound dampening and protective flooring
 - Electrical, HVAC & Fresh Air
- 1.7. NFVF requires the professional services of registered and competent Architectural, which will work in a team under the guidance of the appointed Project Manager as well as with Engineering and Build Environment Professionals as required from the Terms of Reference / Scope of Work, to formalize and implement the indicated design and space utilisation in line with the applicable standards for the services that will be rendered at the building.
- 1.8. The services require includes **Architectural Services** to ensure the completion of the Scope of Works.

2. Scope of works

2.1. The scope of work could include but is not limited to:

- Provide the Detail design report, drawings and specification for services related to Phase 2 of the infrastructure project;
- Obtain Local Council approval of revised Fire Design if required before tender stage;
- Provide tender drawings, Bill of quantities and specifications as required for the procurement process;
- including any TOR/Technical specifications/Schedule of requirements and other related documents required for the procurement; and the technical evaluation of the tenders, if required;
- Provide the required supervisory and monitoring services during the Construction stage of the project;
- Provide the As-Built drawings, operational and maintenance manuals for services field.
- Submit a completion evaluation report upon the completion of the project.

2.2. Stages Applicable as below:

Based on the standard Architectural Stages for a project, all professionals to adjust and guide their fee structure accordingly:

Work Stages	Percentage of Fee	Revised % [Applicable]	Cumulative Total
1. Appraisal and Definition of Project	4,5%	0%	0%
2. Design Concept (Limited Scope)	13,5%	3%	3%
3. Design Development	13,5%	13.5%	16.5%
4. Technical Documentation & Drawings	36,0%	36.0%	52.5%
5a. Contract Administration and Inspection	18,0% -10% Retention	18,0% -10% Retention	70.5%
5b. Final Documentation and Evaluation	4,5% +10,0% Retention	4,5% +10,0% Retention	85%

The Work Stage 1 is omitted, and Work Stage 2 is reduced with 10.5%. This 15% reduction must be applied to any fee calculation by any professional.

3. Schedule of requirements

Professional Architectural Services

3.1. Technical requirements:

- Detail design drawings
- Design Specifications
- Maintenance requirements
- Construction Drawings
- As-Built Drawings

3.2. General requirements:

- Compliance to all applicable legislation and laws applicable on the design, services and building.

3.3. Specific requirements:

- Consideration and implementation of all design concepts as contained it Annexure I of this TOR.
- Design in accordance with instructions received from Project Manager.

4. Duration of works:

Approximately 12 months from September 2021 to August 2022, subject to completion of the Phase 2 project, and contractual maintenance periods applicable.

5. Submission

5.1. The following information must be submitted:

Certified copies of the documents must be provided:

- Company active residing and operating within the specific Local Council area for the past 5 years (Local Council Services Account)
- Professional Registration Certificate
- Company Profile and Project related Organigram
- Curriculum Vitae of all Team members and allocated professional for the project execution
- Valid contactable References of previous similar industry projects experiences
- Valid contactable References of previous experience

6. Program of Services

6.1. The following program for the project has been accepted and must be adhere to at all times unless if so instructed by the project manager or NFVF in writing:



No Extension or variation from the above program will be allowed. Delays as a result of governmental institutions could affect the program however the required time from the professionals will not be affected, subject to the Professionals have complied with all requirements and deadlines. In the event of such an institutional delay the delay and impact will be reviewed by the NFVF.

No disbursements will be paid by default however on pre-approval obtained from NFVF the following will be claimable, ONLY on evidence of pre-approval or written instruction (as required):

- Fire Clearance Approval Cost
- Council Approval Cost
- Construction drawings more than 3 printed Copies, ***if so, instructed by NFVF***
- As-Built Drawings and Documentation, including Maintenance Manuals, more than 2 Hard Copies and 3 Electronic Copies on Disc in PDF, Editable Design formats as per industry standards.
- **Written instruction** from NFVF to perform any additional work / Services.

Costing and programming of each Professional's services to be rendered must be in line with the above program of work and ***stages as contained in section 2.1 above.***

7. Responsibilities:

7.1. The Consultant shall:

- Report in hard and soft copies to the appointed Project Manager;
- Submit the final proposed detail Design and Procurement Documents and drawings in hard and soft copies to the NFVF for approval, via the Project Manager;
- Ensure that the required Local Council documents is completed, submitted and accepted in accordance with the timeline of the project;
- Ensure that the required Local Council approval is obtained before construction and before occupation;
- Ensure Construction works is diligently executed in accordance with the design specification, time and standards applicable;
- Ensure efficient communication and collaboration between all team members exists during the full duration of the appointment;
- Be responsible for the needed tools and equipment to produce the deliverables specified in the Scope of works, except as agreed upon by both parties.

8. Competence and Qualifications

8.1. Minimum eligibility criteria for the Firm:

- 8.1.1. Compulsory criteria which will lead to disqualification, on the sole discretion of the NFVF:
 - Valid business license (Company Registration Documents as used for CSD Registration)
- 8.1.2. Compulsory criteria which will improve the evaluation scoring of the Firm/Company, but not result in disqualification:
 - Active office and representation of fulltime professionals within the boundaries of the Buffalo City Metropolitan
 - At least 1-5 years of experience in similar exercise within the same industry
 - At least 5 assignments in the building renovation and alteration design

8.2. Minimum eligibility criteria for the team leader

- 8.2.1. Compulsory criteria which will lead to disqualification, on the sole discretion of the NFVF:
- Registered with the relevant Professional body required for the profession
- 8.2.2. Compulsory criteria which will improve the evaluation scoring of the Professional, but not result in disqualification:
- BSc. Engineer/Architect from reputed engineering university
 - At least 5 years of experience in Engineer/Architect/Build environment
 - At least 1-5 similar working experience with international organization, private sector, public sector, reputed corporate offices, with experience in similar exercise within the same industry.
- 8.2.3. Additional criteria which will improve the evaluation scoring of the Professional, but not result in disqualification:
- Rendered same services for the NFVF on a similar project.

8.3. Bidders may tender for **ONE (1) discipline only**.

Architectural	X
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- 8.4. Bidders must for ease of reference provide a tabulated list of lead and other consultants per the above selected discipline, including their qualifications, experience, professional registration (where applicable) and project role. This list must be provided ahead of all the personnel supporting documentation.
- 8.5. Should the personnel list not correspond with all the CV's and supporting documentation of personnel proposed, **those not adequately accounted for will not be taken into consideration.**

9. EVALUATION CRITERIA

9.1 Bidders will be evaluated in three (03) stages

- Stage 1: Administrative Compliance
- Stage 2: Functionality Evaluation
- Stage 3: Price and B-BBEE Evaluation

A more detailed explanation of the evaluation criteria is given below.

9.1.1 Stage 1: - Administrative Compliance

- During this stage, bidders will be assessed on their submission of mandatory documents as stipulated in the RFP document under mandatory documents. The NFVF has the discretion to disqualify bidders who have not submitted all mandatory documents.

- 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).
- Any other document indicated in this document as required to enable the successful evaluation of the Bid submitted (Refer to Page 2 of this document).

9.1.2 Stage 2: - Functionality Evaluation

Bidders who provided all required administration documents will be evaluated on functionality as per the below evaluation criteria, where a minimum threshold is 70 points. Bidders 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.

9.1.2.1 Functionality Criteria:

Bidders will be evaluated on the personnel proposed and quality of the proposal submitted, relative to the scope of work required for the development of the Film Hub.

The scoring referred to in the following tables will be used to score the points awarded.

The tenderer is required to provide sufficient relevant information in or appended to the returnable schedules identified below in order to enable the evaluation of the bid criteria.

Functionality / Quality Criteria	Values						W	Total Points	
	0	1	2	3	4	5			
✓ EXPERIENCE OF THE SERVICE PROVIDER ON SIMILAR WORK									
➤ 5 x Reference letters from Previous similar works / Current Clients (15 points) ➤ 4 x Reference letters from Previous / Current Clients (12 points) ➤ 3 x Reference letters from Previous / Current Clients (9 points) ➤ 2 x Reference letters from Previous / Current Clients (6 points) ➤ 1 x Reference letter from Previous / Current Client (3 points) ➤ No Reference letters (Zero Points) <i>* Similar industry is defined as work performed within the film industry infrastructure development.</i> <i>* Similar works is defined as work performed of the same nature and speciality as those required as per the scope of work.</i> <i>* Reference letters must be aligned to similar works, must be on the client`s letter and must be signed by the client</i>							15		
✓ QUALIFICATIONS OF KEY PERSONNEL (ONLY INDICATE AS PER TENDERED DISCIPLINE – REFER PARR. 8.3)								10	
➤ Architect									
<u>Scores – CV's and qualifications of the allocated key personnel must be attached</u> ✓ Professional Registration + Honours and above (10 Points) ✓ Professional Registration + Degree (8 Points) ✓ Professional Registration + Diploma (6 Points) <i>* During evaluation of submitted documents the NFVF will at it's sole discretion review qualification certificates in line with the actual type of document submitted. Meaning a document stating degree will be considered as a degree etc.</i>									

EXPERIENCE OF KEY PERSONNEL (REFER PARR. 8.3)							15	
➤ Architect								
<u>Scores – CV's of key personnel to be attached</u> ✓ 10 Years or more (15 Points) ✓ 8 to 10 Years (12 Points) ✓ 6 to 7 Years (9 Points) ✓ 4 to 5 Years (6 Points) ✓ 1 to 3 Years (3 Points) ✓ Zero Number of Years (Zero Points) * Similar industry is defined as work performed within the film industry infrastructure development.								
✓ QUALIFICATIONS OF THE TEAM LEADER							10	
Team leader must have an applicable qualification within the relevant selected discipline selected in Paragraph 8.3 and registered with the applicable Professional body. (Bidders to provide a project related organogram, qualifications and professional registration) <u>Scores</u> ✓ Professional Registration + Honours and above (10 Points) ✓ Professional Registration + Degree (8 Points) ✓ Professional Registration + Diploma (6 Points) * During evaluation of submitted documents the NFVF will at it's sole discretion review qualification certificates in line with the actual type of document submitted. Meaning a document stating degree will be considered as a degree etc.								

✓ EXPERIENCE OF THE TEAM LEADER									
<i>Experience of the team leader within the relevant selected discipline selected in Paragraph 8.3 must be provided. (Bidders to provide CV)</i> <u>Scores</u> ✓ 10 Years or more (15 Points) ✓ 8 to 10 Years (12 Points) ✓ 6 to 7 Years (9 Points) ✓ 4 to 5 Years (6 Points) ✓ 1 to 3 Years (3 Points) ✓ Zero Number of Years (Zero Points) * Similar industry is defined as work performed within the film industry infrastructure development. * Experience will be calculated from the date of Professional registration.							15		
✓ Approach and Methodology (Project Implementation Plan) ➤ Project Implementation Plan (0 to 15 points) ○ Provided a Work execution plan to indicate activities in relation to the scope of works and services to be performed which must be in line with the provided Project Schedule, with: ▪ <i>Highlighting Clear deliverables/ focus areas; (0-5 points)</i> ▪ <i>Human Resources allocated to each task; (0-5 points)</i> ▪ <i>Timelines for each of the deliverables (0-5 points)</i> * The Tenderer must indicate their approach and methodology which they will follow to ensure that the timelines and objectives of the given program is met throughout the project.							15		

✓ Quality Management Plan (0 to 10 points)							10	
○ Detailed Quality Management Plan (0 - 10 points) ▪ Defining and Describing Quality Management approach = (0-4 Points) ▪ Detailing quality management process and providing proof of a quality management system in use that will be followed = (0 - 4 points) ▪ Providing sample documents to be used to ensure and control quality = (0 - 2 points)								
✓ Active Company operating within the Local Council area ○ Provision of Local Council Services Account * In the event of rental premises, the tenderer must submit a valid lease agreement with proof of lease payments for 3 months prior to the tender advertising date. * 2 Points will be scored for each year or portion of year residing in the Local Council boundaries.							10	
✓ Total Functionality / Technical							100	

The minimum threshold for technical evaluation is 70 points. Only bidders who score 70 points and above will be evaluated on the next stage of evaluation, Price and BEE. Bidders who score below the minimum threshold will be disqualified.

9.1.3 Stage 3 – Price and B-BBEE

Bidders 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.

The following formula will be used to calculate 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

Pt = Comparative price of bid under consideration
Pmin = 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

NB: The NFVF reserves the right not to appoint a bidder who has quoted the lowest price.

9.2 EVALUATION PROCESS

- The 8/020 preference point system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) shall apply. The lowest acceptable bid will score 90 points for price and remaining 10 points for B-BBEE status level of contribution.
- Prospective bidders will have to score at least 70 out of 100 points allocated for functionality before the company's proposal will be considered for pricing.
- With regards to functionality the following criteria will be applicable and the maximum weight of each criterion is indicated.
- For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned above.

10. SUBMISSION

10.1. Bidders shall be expected to submit proposals in the pdf format in two separate emails:

10.1.1. **Email 1:** Technical Response: - All Documents and Forms as required excluding the Part F: Financial Offer

10.1.2. **Email 2:** Financial Offer

10.2. Bidders must indicate in the subject line of the each email the following:

RFP X 2021/2022 – Technical Response

AND

RFP X 2021/2022 – Financial Response

10.3. In the event where the content of any of the two emails be excessive in size and more than 8mb, must the Bidders indicate in the subject line of the email the following:

RFP X 2021/2022 – Technical Response – Part 1 of X.

AND

RFP X 2021/2022 – Financial Response – Part 1 of X.

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

CERTIFY THAT THE ABOVE INFORMATION IS CONFORMED TO, PROVIDED AND IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF THE GENERAL
CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Annexure I: Phase 2 Scope and Accepted Layouts and Space Usage

- Electrical Services and Power Upgrade – Placement of Mini-Sub:

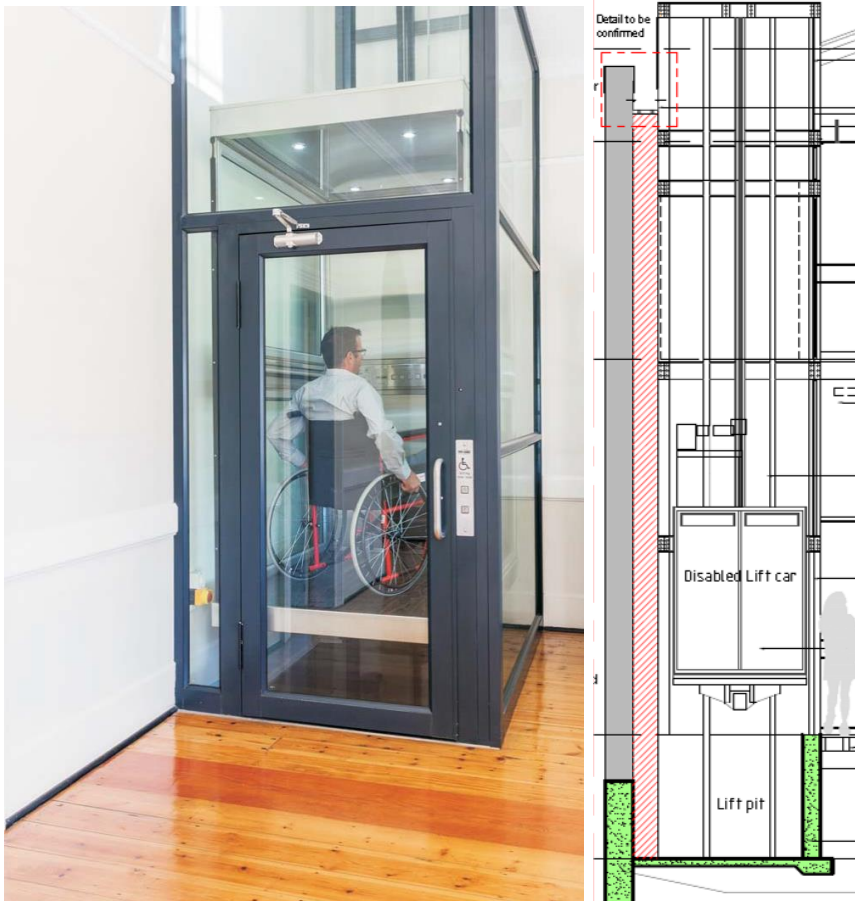


- Power and Lights to following areas:
 - Multi-Function Studio
 - Lab on First Floor – Robotics/Lighting Lab
 - Presentation / Training Room
 - Re-fit Lights in Open Area after ceilings installed.
 - Provide power for all A/C installations
 - Provide Power for Electronics as required.
- HVAC Installations:
 - HVAC in following areas:
 - Ground Floor:
 - Editing Suites
 - Sound Studio
 - New Unit and Move existing unit to Control Room
 - Reception
 - Multi-Function Studio
 - First Floor:
 - Board room
 - Presentation Room
 - Lab (Robotics/Lighting Lab)
 - Open Plan Area (2 Units)
 - Subject to Available Budget the following Airconditioning can be added:
 - 3rd A/C Unit in Open area on first floor
 - Executive Lounge, if constructed:
 - A/C and Fresh Air also to be added.



- Disabled Lift Installation

Equipment specification:		325kg wheelchair platform lift
Model	:	platform lift – in line
Usage	:	to allow wheelchair access and one attendant
Capacity	:	325kg
Drive	:	cable and drum driven
Safety gear	:	slack or broken rope safety device with speed governor
Stops and opening	:	two stops
Speed	:	0,15 meters per second
Travel	:	±3000mm
Overhead	:	2600mm
Pit depth	:	400mm deep
Control	:	relay logic
Shaft size	:	1800mm wide x2150mm deep (existing shaft – 1600 x 1600 needed)
Internal car size	:	1100mm wide x 1400mm deep x 2100mm high
Car door operation	:	IR light scanner only – no door panels
Car door opening	:	900mm wide
Landing doors	:	aluminium frames with clear glass infill panels
Number of landing doors	:	two
Landing door closers	:	concealed manual door closers included
Landing buttons	:	micro push buttons – constant pressure
Power supply	:	230 volts single phase 50 hertz 20 amp
Motor location	:	on top of guide rails
Car walls	:	glass infill panels on two sides and brushed stainless steel panels
Handrail	:	stainless steel round tube
Flooring	:	black PVC transit tiles
Ceiling	:	suspended stainless steel frame with black Perspex inlay
Communication	:	dial out system (Telkom line and wiring by others)



- Ground Floor Layout and Space Usage

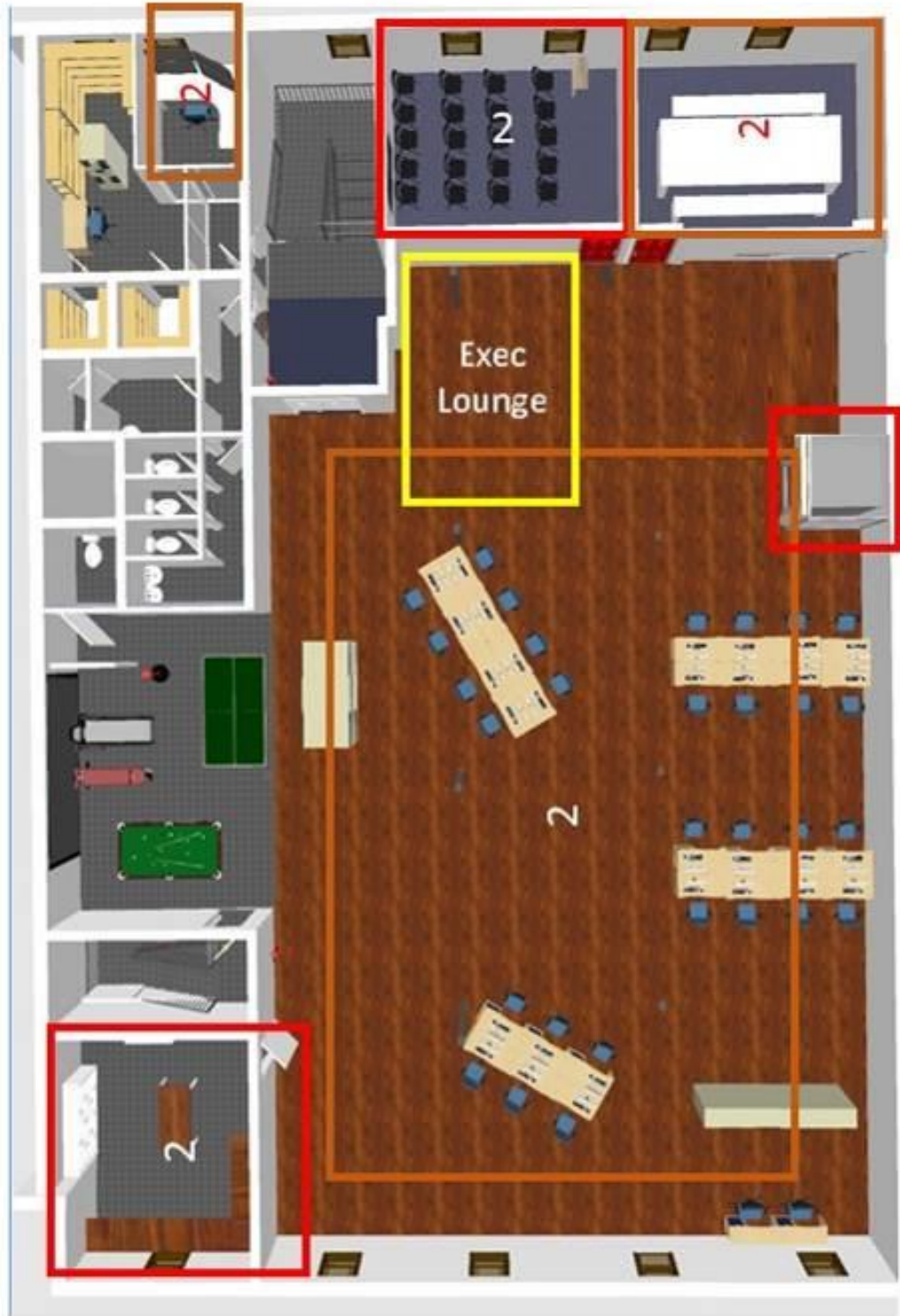


- Sound Proofing of the following areas with indicated sample material:
 - Sound Room (Walls and Ceiling)
 - Auditorium (Attached to Ceiling)
- Division of Sound Room to allow for Sound Recordings
- Multi-Function Studio
 - Studio will be used for backdrop productions, broadcasting, shows, Virtual Reality, etc
 - Production of educational –YouTube – Content to assist with distanced learning
 - Subject to final tender value and funding available, will the Infinity Green Screen be installed
 - Sample of Multi-Function Studio and Sound proofing/Aquatic materials to be used:



- First Floor Layout and Space Usage
 - Ceilings across full extend of area without ceilings
 - Construction of Training / Presentation Room
 - Drywall and Door
 - Floor – Carpets
 - Construction of Robotics-Lighting Lab
 - Drywall and Door
 - Access Control
 - Floor – Sound dampening and protective flooring

- ☐ Existing Areas where work will be done
- ☐ New Areas where work will be done



PART B

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE ARCHITECTURAL SERVICES
REQUIRED FOR THE PHASE 2 OF THE DESIGN, PROCUREMENT DOCUMENTATION, EXECUTION,
MONITORING AND CLOSURE OF THE REFURBISHMENT OF THE EASTERN CAPE FILM HUB AT 33
CHURCH STREET, EAST LONDON**

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 attached 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

2.9.1If 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

2.11.1If so, furnish particulars:

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

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

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

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

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE ARCHITECTURAL SERVICES
REQUIRED FOR THE PHASE 2 OF THE DESIGN, PROCUREMENT DOCUMENTATION, EXECUTION,
MONITORING AND CLOSURE OF THE REFURBISHMENT OF THE EASTERN CAPE FILM HUB AT 33
CHURCH STREET, EAST LONDON**

**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

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE ARCHITECTURAL SERVICES
REQUIRED FOR THE PHASE 2 OF THE DESIGN, PROCUREMENT DOCUMENTATION, EXECUTION,
MONITORING AND CLOSURE OF THE REFURBISHMENT OF THE EASTERN CAPE FILM HUB AT 33
CHURCH STREET, EAST LONDON**

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) (Bid Description)

(Bid Description)

(Bid 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

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE ARCHITECTURAL SERVICES
REQUIRED FOR THE PHASE 2 OF THE DESIGN, PROCUREMENT DOCUMENTATION, EXECUTION,
MONITORING AND CLOSURE OF THE REFURBISHMENT OF THE EASTERN CAPE FILM HUB AT 33
CHURCH STREET, EAST LONDON**

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.

TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
- 4. Standards
- 5. Use of contract documents and information; inspection
- 6. Patent rights
- 7. Performance security
- 8. Delivery and documents
- 9. Insurance
- 10. Transportation
- 11. Incidental services
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- 13. Payment
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- 15. Contract amendments
- 16. Assignment
- 17. Subcontracts
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- 22. Termination for insolvency
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- 26. Applicable law
- 27. Notices
- 28. Taxes and duties
- 29. National Industrial Participation Programme (NIPP)

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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.

18. Delays in the service provider's performance

- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

19. Penalties

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

20. Termination for default

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

- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
 - (b) if the service provider fails to perform any other obligation(s) under the contract; or
 - (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.
- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.
- 20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the service provider and / or person restricted by the client;
 - (ii) the date of commencement of the restriction; and
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

21. Force Majeure

- 21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider

shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. Termination for insolvency

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

23. Settlement of Disputes

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

24. Limitation of liability

- 24.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the service provider shall not be liable to the client, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the service provider to pay penalties and/or damages to the client; and
 - (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 REGISTRATION NUMBER _____

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

PART F

PRICING SCHEDULE

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDER TO PROVIDE ARCHITECTURAL SERVICES
REQUIRED FOR THE PHASE 2 OF THE DESIGN, PROCUREMENT DOCUMENTATION, EXECUTION,
MONITORING AND CLOSURE OF THE REFURBISHMENT OF THE EASTERN CAPE FILM HUB AT 33
CHURCH STREET, EAST LONDON**

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:

BID NO.:

CLOSING TIME 14:00 ON 8 SEPTEMBER 2021

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

PROFESSIONAL SERVICE SELECTION*:

ARCHITECTURAL

** REFER PARRAGRAPH 8.3*

1. Professional Fees based on the following estimated value of Services for Phase 2:

DISCIPLINE	ESTIMATED SERVICE VALUE FOR FEE CALCULATION
Total Construction Estimate	R 4,839,863
Architectural	R 3 200 000

2. Proposed Calculated Fees:

Work Stages	Percentage of Fee	Revised %	Cumulative Total
1. Appraisal and Definition of Project	4,5%	0%	0%
2. Design Concept (Limited Scope)	13,5%	3%	3%
3. Design Development	13,5%	13.5%	16.5%
4. Technical Documentation & Drawings	36,0%	36.0%	52.5%
5a. Contract Administration and	18,0% -10%	18,0% -10%	70.5%

Inspection	Retention	Retention	
5b. Final Documentation and Evaluation	4,5% +10,0% Retention	4,5% +10,0% Retention	85%

3. Time Based Fees should an Instruction be issued to do additional work activity.

REMUNERATION ON A TIME BASIS	Rand / Hour
B Principal, Partner or Director	R
C Registered professional as well as Principal, Partner or Director rendering services at this level	R
D Salaried Professional and Technical staff	R

4. Reproduction Costs Rates (If required to provide)

REPRODUCTION EXPENSES		
Paper:	A0	R
Paper:	A1	R
Paper:	A2	R
Paper:	A3	R
Paper:	A4	R
Applicable only if instructed to produce more than 3 copies of a drawing or technical document, during Construction stage and more than 2 copies of a drawing or technical document at completion stage (As-Built documentation)		

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the fee calculations above, **inclusive of VAT** for this project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4. BASED ON THE ABOVE TABLE OF RATES PER CATEGORY OF TIME BASED RATES PROVIDE THE FOLLOWING:

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

- 5 NO DISBURSEMENTS, TRAVELLING OR ACCOMMODATION COSTS WILL BE CLAIMABLE OR PAID UNLESS IF INSTRUCTED IN WRITING BY NFVF, IN WHICH CASE THE ACTUAL COSTS BE CHARGED WITH SUPPORTING INVOICES.
- 6 Commencement of work after Offer of Award is immediately as indicated in the Project Schedule
- 7 Estimated duration is as per the provided project schedule.
- 8 Rates quoted is firm for the full period of contract.

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

CERTIFY THAT THE ABOVE INFORMATION IS PROVIDED AND IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder