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

NATIONAL FILM AND VIDEO FOUNDATION

REQUEST FOR PROPOSALS

DATE OF ISSUE: 25 NOVEMBER 2026

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

RFP REFERENCE NUMBER:	**RFP13 2026-2027**
CLOSING DATE:	**09 DECEMBER 2026**
CLOSING TIME:	**11:00**
RFP VALIDITY PERIOD:	**90 DAYS**
DESCRIPTION:	**APPOINTMENT OF A SPECIALIST ADVISOR TO ASSIST THE NATIONAL FILM AND VIDEO FOUNDATION WITH DRAFTING A BUSINESS CASE FOR THE ESTABLUSHMENT OF FILM FUND AND PROVIDE OPTIONS ANALYSIS.**

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

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MANDATORY DOCUMENTS

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

Document	Comments	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is signed	
SBD 2 (Tax Clearance Certificate or Pin)	Certificate must be original and valid	
SBD 3.3 (Pricing Schedule)	Make sure it is fully completed	
SBD 4 (Declaration of interest)	Make sure it is fully signed	
SBD 6.1 (Preference points on specific goals)	Make sure it is fully completed and signed	
SBD 7.1 (Contract Form)	Make sure it is fully completed and signed	
SBD 8 (Declaration of Bidder's past supply chain management practices)	Make sure it is fully completed and signed	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is fully completed and signed	
Company Profile	Detailed company profile indicating business services	
Total Bid Price for the duration of the project.	Bidders to complete price schedule or provide a separate financial proposal. In your price proposal show the VAT amount, deductibles, miscellaneous costs, and related	
ADDITIONAL RETURNABLE DOCUMENTS		
Copies of Originals of Company Registration Documentation NB: Certification stamp must be original and no more than 3 months old as at date of closing of tender	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	
CSD Registration	Proof of CSD registration	

Vat Registration Certificate	If applicable	
B-BBEE Certificate & BBBEE Statement or Sworn Affidavit	Valid certified copies must be submitted	
Certified copies of identity documents	For all current shareholders / members	

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

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

PART A

A1: REQUEST FOR PROPOSAL **SBD1**

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

BID NUMBER: RFP13 2026-2027 CLOSING DATE: 09 DECEMBER 2026 CLOSING TIME: 11:00

DESCRIPTION: APPOINTMENT OF A SPECIALIST ADVISOR TO ASSIST THE NATIONAL FILM AND VIDEO FOUNDATION WITH DRAFTING A BUSINESS CASE FOR THE ESTABLUSHMENT OF FILM FUND AND PROVIDE OPTIONS ANALYSIS.

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

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

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

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

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

NAME OF BIDDER……

POSTAL ADDRESS……

STREET ADDRESS……

TELEPHONE NUMBER CODE……NUMBER……...

CELL PHONE NUMBER……

FACSIMILE NUMBER CODE…… NUMBER……

VAT REGISTRATION NUMBER……

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

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

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER: …… DATE: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED ……

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

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

2 Enquiries

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

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

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

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

3 Validity Period

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

4 Submission of RFP

4.1 The proposals received by the deadline of 09 December 2026 at 11h00 will be reviewed by the NFVF and shortlist of qualifying service providers will be compiled.

4.2 The response to RFP should be submitted by email to nfvftenders@nfvf.co.za by no later than 11h00 on the 09 December 2026.

4.1. Late bids will not be considered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS OF REFERENCE

1. INTRODUCTION.

The National Film and Video Foundation (NFVF) is an agency of the Department of Sport, Arts and Culture supporting the equitable growth of South Africa's film and video industry through development, production, marketing and distribution funding, training, skills development, research and industry statistics.

NFVF's Vision and Mission:

Vision

A South African agency enabling a transformed, diversified and sustainable creative media industry.

Mission

Pioneering industry growth by providing funding solutions, enacting policy measures, conducting industry research, developing skills, and serving as a gateway for collaboration, both locally, (regionally) and globally.

2. BACKGROUND

The NFVF seeks to appoint an independent specialist advisor to develop an evidence-based business case and comparative options analysis for the establishment and operation of the NFVF Film Fund. The specialist will present the options to stakeholders and support the submission of a final business case for Council approval. The assignment must establish whether, and under which conditions, the proposed Fund is feasible, affordable and sustainable.

The NFVF will supply the service provider legal and governance work undertaken by NFVF appointed attorneys. This work proposes a Statutory Vehicle receiving non-return-seeking contributions and a separate Initiative Fund receiving investment capital, with a trust and an en commandite partnership respectively proposed. These are proposals to be tested, not evidence of completed establishment or final approval.

The assignment must distinguish between the Film and Video Initiative and the Film Development Fund referred to in section 18 of the National Film and Video Foundation Act, 73 of 1997. Previous internal reports indicate that existing NFVF activities already address the Film Development Fund's purposes.

The advisor must verify the implications with the NFVF appointed legal team and assess the initiative-fund business case without assuming that either statutory obligations or a separate Film Development Fund can be dispensed with.

The proposed business case must address the investment mandate, investable pipeline, investor appetite, establishment and operating costs, expected returns, risk exposure and alternative delivery arrangements before material implementation commitments are made.

Historical submission dates and implementation milestones must be reconciled with the approved Council record and must not be presented as current commitments.

Primary internal users

The Office of the CEO, Finance, Industry Development, Operations and Human Resources. Council and the Audit and Risk Committee (ARC) are the governance audiences while external stakeholders will be identified and agreed at inception.

3. PURPOSE

The purpose is to provide the NFVF and Council with a decision-ready business case, informed by stakeholder engagement and a transparent options analysis, and to support the approval process without prejudging its outcome.

- Establish the strategic, developmental and commercial rationale for the Fund and its additional value relative to existing NFVF support.
- Assess feasible alternatives against consistent legal, financial, operational, market and transformation criteria.
- Determine the investment mandate, investable project pipeline, capital requirements, investor proposition and sustainable operating model.
- Quantify affordability, expected risk-adjusted returns and developmental benefits using auditable evidence and clearly stated assumptions.
- Present options and trade-offs to stakeholders, record their views and incorporate justified changes into the recommendation.
- Prepare the final business case, implementation roadmap and governance submission for management review, ARC consideration and Council decision in accordance with confirmed delegations.

4. SCOPE OF WORK

4.1. Inception and review of existing work

Review all previous documents supplied to the NFVF for the establishment of the Film Fund, the attorneys' correspondence, original legal memorandum, ARC and Council resolutions, the fundraising framework, relevant strategy and Annual Performance Plan, existing funding policies, project performance information and legal records.

The NFVF will avail underlying records accessible at inception. The service provider is expected to produce a source register, evidence-gap log and reconciled status report distinguishing advice, proposals, approvals, costs incurred and outstanding actions. They are expected to further confirm the stakeholder plan, option-assessment methodology, data requirements and project plan with the NFVF.

4.2. Market assessment and investment mandate

The service provider will be expected to deliver on the following:

- Define the proposed investment mandate, commercial and developmental objectives, geographic focus, investment instruments, project stages, investment limits and portfolio diversification approach.
- Assess feature-length fiction, nonfiction and animation, national and international co productions and, where justified, serialised content. Determine which project types the Fund should invest in rather than adopting previous draft proposals without testing.
- Define investability criteria covering production readiness, finance plans, sales projections, practitioner track record, rights and intellectual property, distribution arrangements, due diligence, co-financing and recoupment.
- Test developed draft proposals that require filmmakers to secure at least 50% of the budget, including a stated 30% equity requirement, clarify the denominator for the equity percentage and assess access and transformation implications before recommending thresholds.
- Measure the addressable local and international market and realistic investable pipeline by project type, scale and timing. Distinguish total industry activity from projects meeting the proposed investment criteria.
- Analyse independently verifiable historical returns from comparable investments, including losses, timing, distribution costs and selection bias. Report evidence limitations and named film examples submissions should not be taken as proof of realised returns.
- Test private investor and contributor appetite through documented market sounding. Explain why an investor would invest through the Fund rather than directly in projects and assess slate diversification, professional management, fees and governance.
- Distinguish expressions of interest from binding commitments.

4.3. Options analysis

At a minimum, analyse the following options as assessment alternatives, subject to legal feasibility. Variants or additional options may be included with reasons.

Option	Required assessment
A. Existing NFVF delivery / do minimum baseline	Assess existing funding arrangements, improvements and statutory account requirements and identify limitations and consequences of not establishing a new investment vehicle within the ambit of the NFVF Act.
B. Standalone Statutory Vehicle and Initiative Fund	Test the previously proposed trust and en commandite partnership structure with a dedicated investment team, including establishment costs, capital needs, governance and licensing.
C. Established external fund manager or investment partnership	Assess using an existing suitably authorised manager or collaborating with an existing film investment vehicle, including mandates, fees, control, procurement and investor safeguards. Validate any potential partner's status, and references in correspondence should not be treated as endorsements or commitments.
D. Phased pilot / outsourced management	Assess a limited initial investment programme, outsourced expertise and staged capital deployment with explicit scale-up or exit gates, subject to required legal authority and approvals.

The service provider will be expected to:

- Provide a longlist, legal-feasibility screen, justified shortlist and scored comparison matrix. Agree criteria and weights at inception before scoring. For every option compare strategic and statutory alignment; developmental and transformation outcomes; market and investor appetite; capital and whole-life costs; affordability; risk-adjusted returns; governance and NFVF control; staffing and licensing; procurement; implementation time; flexibility, reversibility and exit.
- Show evidence, assumptions, strengths, weaknesses, risks, weighted scores and sensitivity to changed weights. Recommend a preferred option or a reasoned defer/no go outcome if evidence does not support implementation.

4.4. Financial model, affordability and funding strategy

The service provider will be expected to:

- Develop an editable, formula-linked financial model for each shortlisted option covering establishment, investment deployment, operations, returns and exit over the proposed fund life, with annual projections for at least five years and a justified longer horizon where required.
- Supply an assumptions book, supporting sources, scenario controls and reconciliation checks.

- Determine a finite target fund size, minimum viable size, seed capital, fundraising stages and capital drawdown schedule from the pipeline and operating requirements. Test the proposed seed-funding estimate and the indication of project budgets from approximately R20 million upwards and neither the maximum amount nor the minimum amount should be treated as the approved funding commitment.

- Separate historical expenditure, future establishment costs, recruitment costs, staffing, accommodation, administration, fund-management fees, carried interest, legal and tax fees, audit, compliance and investment capital.

- Provide a proposal for further legal work, including tax, VAT, scope and contingency assumptions that might be required with estimated costs. Sunk expenditure should not be treated as justification for further expenditure.

- Model contributors and return-seeking investors separately, their conditions, capital sources, public/private funding mix, distributions and NFVF exposure. Test financing gaps and alternatives if fundraising falls short.

- Estimate gross and net investor returns, cash flow, recoupment, distribution waterfalls, fees, tax assumptions, break-even fund size, liquidity and loss exposure. Report NPV and IRR where meaningful, with justified discount and hurdle rates and distinguish forecasts from verified historical outcomes.

- Provide base, downside and upside scenarios and sensitivity tests for fund size, investable pipeline, fundraising delays, losses, revenue underperformance, distribution delays, fees and staffing costs. Assess affordability and any contingent liabilities to the NFVF and no guarantee of investment returns may be assumed.

- Assess proposed debt-to-equity conversion, exploitation rights and recoupment mechanisms commercially, subject to legal verification of enforceability. Measure developmental outcomes separately from financial returns.

4.5. Legal, governance, operating model and implementation risks

The service provider will be expected to:

- Coordinate with the NFVF's appointed attorneys to validate each option against sections 2, 3, 4(3)(a) and 18 of the NFVF Act and applicable public-finance, procurement, trust, partnership, financial-services and tax requirements.
- Obtain a written legal issues and approvals matrix. In particular, resolve uncertainty in earlier submissions about trust legal personality and the distinction between NFVF statutory control, separate vehicles and partnership legal status. Unverified legal conclusions should not be repeated.
- Assess required approvals from Council, relevant Ministers and other authorities, sequencing, statutory bank accounts and treatment of donor conditions. Confirm the applicable PFMA, Treasury, FAIS and FSCA requirements and Category II FSP authorisation where relevant.
- Define the proposed roles and decision rights of Council, the Statutory Vehicle's trustees, the general partner, GP Partnership, Ultimate GP, Manager, Interim Manager/Ultimate Manager, Investment Committee and limited partners' advisory committee (LPAC), where relevant to the option.
- Assess limited-partner protections, general-partner liability, conflicts of interest, investment approvals, risk controls, reporting, audit, valuation, performance monitoring, complaints and accountability. Identify applicable governance policies rather than automatically extending all NFVF policies.
- Specify the organisation, skills, staffing capacity, remuneration or fee model and sourcing approach for content advisors, investment professionals, project managers and deal-making expertise. Compare a dedicated team with an established manager; this assignment does not recruit or appoint the permanent team.
- Prepare a risk register covering legal and regulatory risk, fundraising, insufficient investable projects, investment losses, liquidity, reputational risk, governance, procurement and delivery, include likelihood, impact, mitigation, residual risk and responsible roles.

The implementation roadmap must identify dependencies and decision gates, business-case development and stakeholder consultation; Council decision; confirmation or appointment of investment expertise under an approved procurement process; validation of structure and commercial instructions; required ministerial/regulatory approvals; legal documentation, registration and trustee authority where applicable; banking, fundraising, closing and operational readiness.

The roadmap must identify inputs, responsibility, cost and timing for all Key Fund Documents: Term Sheets for the Statutory Vehicle and Initiative Fund; Trust Deed; Partnership Agreement; Deeds of Adherence to the Partnership Agreement; Side Letters where required; GP Partnership Agreement; Deeds of Adherence to the GP Partnership Agreement; and Management Agreement.

Contributor and investor investment memoranda and the detailed investment mandate as downstream requirements should be included.

4.5.1 Scope boundary

The service providers must note that this procurement covers business-case and investment model advisory work, not incorporation, trust registration, execution of fund agreements, investment management, binding capital raising or approval on behalf of Council.

The service provider is advised where applicable to reuse the work previously done and avoid duplicating fees where relevant.

4.6. Stakeholder consultation and presentations

The service provider must provide a representative stakeholder map and consultation plan at inception, covering NFVF management, Council/ARC governance audiences, DSAC, DTIC, SABC, Multichoice, Netflix, relevant public contributors, potential private investors and established fund managers, filmmakers/producers, distributors and other relevant industry bodies.

Invitations and access must be coordinated through the NFVF and there are no prospective organisations that have been assumed to support or fund the proposal.

The service provider is expected to conduct interviews or structured market sounding and at least one stakeholder options workshop. They are expected to present the baseline and all shortlisted options, financial assumptions, trade-offs, risks and recommendation in accessible language.

The service provide must provide presentation material, an attendance record, consultation findings and a comments-and-response register showing accepted and rejected changes with reasons. Protect commercially sensitive information and comply with applicable personal information requirements.

4.7. Deliverables and acceptance

Deliverable	Minimum acceptance evidence
i. Inception report	Agreed work plan, stakeholder coverage, source/status register, data gaps and options methodology.
ii. Market and options assessment	Evidence-based mandate, pipeline and appetite findings; complete comparison matrix, legal screen and justified recommendation.
iii. Financial model and assumptions book	Editable formulas, source evidence, option-level cost and return projections, scenarios, sensitivities and checked reconciliations.
iv. Stakeholder consultation pack	Presentation, workshop/interview records and comments-and-response register demonstrating how views informed the business case.
v. Draft business case	Executive decision summary; strategic, economic/options, commercial, financial and management cases; risk register and implementation roadmap.
vi. Final business case and approval pack	Revised report, model, evidence appendices, legal issues/approvals matrix, recommended Council resolution, management/ARC/Council presentation and response to review comments.
vii. Decision record and handover	Controlled final documents and decision record, identifying approved conditions, deferred issues or reasons for non-approval. Only describe the business case as approved after a recorded Council resolution.

The NFVF project sponsor will coordinate technical acceptance and consolidated feedback. Council retains the business-case decision. Milestone payments will be linked to accepted deliverables under the contract. The service provider must support the agreed review cycle and correction of deficiencies, meeting dates and any extension must be agreed in writing.

The service provider must deliver all reports, presentations, model and underlying evidence in editable and final formats to the NFVF, with clear ownership, confidentiality and handover provisions.

5. Duration

5.1. Proposed duration:

Twelve weeks from appointment and availability of agreed inception data to submission of the final approval pack. The bidder must propose a realistic programme and identify data, stakeholder and approval dependencies.

Indicative period	Milestone
Weeks 1–2	Inception, records review, stakeholder mapping and methodology agreement.
Weeks 3–5	Market/pipeline research, investor sounding and preliminary options assessment.
Weeks 6–8	Option-level financial modelling, legal/governance inputs and draft business case.
Weeks 9–10	Stakeholder options workshop and consolidation of comments.
Weeks 11–12	Final business case, model, roadmap and approval pack.
Agreed governance dates	Management review, ARC consideration and Council presentation/decision support; handover of the recorded outcome.

6. EVALUATION CRITERIA

Bidders will be evaluated in three (03) stages:

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

6.1. Stage 1: Administrative Compliance

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

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

- 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).

6.2. Stage 2: Functionality Evaluation

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

6.3. Stage 3: Price and Specific Goals

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

80/20

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

Where

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

FUNCTIONALITY EVALUATION

Criteria	Weight
Company Experience Submit a company profile with dated evidence of relevant business-case, options analysis and financial-modelling advisory work done for investment funds or comparable public/private financing programmes. Completed years of relevant experience: • Less than 5 years = 0 points • 5–6 years = 3 points • 7–9 years = 5 points • 10 years or more = 10 points	**10 Points**
Experience of the Project Leader Experts and Team The bidder submit detailed CVs and an assignment-specific role allocation. Project leader's documented relevant experience: • Less than 5 years = 0 points • 5–7 years = 6 points • 8–10 years = 8 points • more than 10 years = 10 points **Team coverage – CV must indicate below experience:** 2 points for each evidenced area, to a maximum of 10: • fund/investment structuring; (2) • financial modelling; (2) • film-sector commercial analysis; (2) • public-sector governance; (2) • stakeholder consultation. (2) • Missing evidence for an area = 0 for that area.	**20 Points**
Qualification of the Project Manager Submit certified proof of the highest relevant qualification in finance, economics, investment, business administration, statistics, mathematics, actuarial science, BSc, project management or a closely related field: • PhD = 10 points; • MBA/Master's/CA (SA) CIMA, ACCA, CFA, FASSA = 8 points; • Honours = 6 points; • Degree = 4 points; • Diploma = 2 points;	**10 Points**

• no relevant qualification evidenced = 0.	
Contactable References Submit signed letters on client letterhead of the previously serviced client for comparable completed assignments, stating scope, completion date and contact details. • Less than 3 qualifying letters = 0 points; • 3 – 4 letters = 5 points; • 5 or more letters = 10 points. NOTE: NFVF may verify the information provided, and if your referee does not confirm the information provided, the reference would not be considered.	**10 Points**
Approach and Methodology • review of existing legal work and evidence gaps; (0 - 5) • market/pipeline and investor research; (0 - 5) • comparative options methodology; (0 - 5) • financial model/scenarios; (0 - 5) • governance and legal/tax coordination; (0 - 5) • stakeholder consultation and workshop design; (0 - 5) • work plan, resources and dependencies; (0 - 5) • quality assurance and source validation; (0 - 5) • reporting and communication; (0 - 5) • deliverables, approval support and handover. (0 - 5) **For each component:** • absent = 0; • generic and materially incomplete = 1; • partially tailored with substantial gaps = 2; • adequate and feasible, with clear steps = 3; • detailed, tailored and evidence-led = 4; • comprehensive, practical and auditable, addressing dependencies and risks = 5.	**50 Points**
Minimum threshold	**75 Points**
TOTAL EVALUATION POINTS	**100 POINTS**

PART B

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……BID NO.: ……

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

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

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

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

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

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

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

----------	……	……	R……..
----------	……	……	R……..
----------	……	……	R……..
----------	……	……	R……..

TOTAL: R……

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

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

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

TOTAL: R……

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

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

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

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

……

……

……

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(NATIONAL FILM AND VIDEO FOUNDATION)

Tel: 011 483 0880

Or for technical information –

(nfvftenders@nfvf.co.za)

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

2.3.1 If so, furnish particulars:

……

……

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

2.4.1 If so, furnish particulars:

……

……..

3 DECLARATION

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

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

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

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

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

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

---

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……

..……

……

Signature Date

…… ……

Position Name of bidder

PART C – PREFERENCE POINT SYSTEM

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

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

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

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

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

2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

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

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

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

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

2.12 **"non-firm prices"** means all prices other than "firm" prices.

2.13 **"person"** includes a juristic person.

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

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

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

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

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .....……%

(ii) the name of the sub-contractor? ……..

(iii) the B-BBEE status level of the sub-contractor? ……..

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :..... ……

9.2 VAT registration number :.....

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

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct.

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

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

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

(a) disqualify the person from the bidding process.

(b) recover costs, losses or damages it has incurred or suffered as a result of that

person's conduct.

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

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

(e) forward the matter for criminal prosecution

WITNESSES:

1. ……

……
SIGNATURE(S) OF BIDDER(S)

2. ……

DATE: ……
ADDRESS: ……
……

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

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

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

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

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

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

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM …….

DATE ……..

WITNESSES

1 ……

2. ……

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

2. An official order indicating delivery instructions is forthcoming.

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

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

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

DATE

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

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

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

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

CERTIFICATION

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

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

……... ……..
Signature Date

……. ……..
Position Name of Bidder

D2: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of: _____that:

(Name of Bidder)

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

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

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

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

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

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

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

PART D

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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

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

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
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12 Warranty
13. Payment
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15. Contract amendments
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17. Subcontracts
18. Delays in the supplier's performance
19. Penalties
20. Termination for default
21. Force Majeure
22. Termination for insolvency
23. Settlement of disputes
24. Limitation of liability
25. Governing language
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.

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

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

1.11. “GCC” means the General Conditions of Contract.

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

1.13. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

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

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

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

1.20. “Services” means those functional services ancillary to the rendering of the service, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the service provider covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Delivery and Documents

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

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

9. Insurance

9.1 The service rendered under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

10. Transportation

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

11. Incidental Service

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

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

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

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

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

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

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

12. Warranty

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

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

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

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

13. Payment

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

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

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

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

14. Prices

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

15. Contract amendments

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

16. Assignment

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

17. Subcontracts

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

18. Delays in the service provider's performance

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

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

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

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

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

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

19. Penalties

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

20. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

21. Force Majeure

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

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is

reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. Termination for insolvency

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

23. Settlement of Disputes

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

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

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

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

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

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

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

24. Limitation of liability

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

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

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

25. Governing language

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

26. Applicable law

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

27. Notices

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

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

28. Taxes and duties

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

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

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

29. National Industrial Participation (NIP) Programme

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

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

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

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER_____

VAT REGISTRATION NUMBER _____

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLOCK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____**FAX NUMBER** _____

CELLPHONE NUMBER _____

E-MAIL _____

TYPES OF BUSINESS _____

PRINCIPAL BUSINESS ACTIVITIES _____