www.nhc.org.za
Tel: 012 748 3949
2nd Floor Building 3, Summit Place Business Park
221 Garsfontein Road, Menlyn, Pretoria

INVITATION TO QUOTE – PROCUREMENT OF BULK EMAIL AND MESSAGING SYSTEM SERVICE PROVIDER FOR A PERIOD OF 3 YEARS

RFQ NO:	**RFQ/NHC/2026/27/037**
DESCRIPTION:	**BULK EMAIL AND MESSAGING SYSTEM SERVICE PROVIDER FOR A PERIOD OF 3 YEARS**
ISSUED:	**16/11/2026**
CLOSING DATE:	**24/11/2026**
CLOSING TIME:	**11:00AM**

VALIDITY PERIOD: **60 DAYS FROM DATE OF CLOSURE**

PUBLIC VIEWING SESSION FOR INTERESTED PARTIES

Date:	Not Applicable / Indicate details if applicable
Time:	N/A
Venue:	N/A
Compulsory:	N/A

RFQ DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY TO THE FOLLOWING EMAIL BEFORE THE CLOSING DATE AND TIME
procurement@nhc.org.za

ENQUIRIES: Any clarification required by interested parties regarding the meaning or interpretation of the document or any aspect concerning the submission is to be requested **in writing** from:
Supply Chain Management: Acquisition Management National Heritage Council Email: procurement@nhc.org.za

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1. INVITATION TO SUBMIT A QUOTATION

The National Heritage Council (NHC) hereby invites interested and eligible Suppliers, to submit a quotation for the procurement of the above-mentioned as per attached requirements.

1.1. THE FOLLOWING PARTICULATS MUST BE FURBISHED (Failure to do so may result in your offer being disqualified)

SUPPLIER INFORMATION					
NAME OF SUPPLIER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					

SUPPLIER INFORMATION
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS).

1.2. Submission

a) Suppliers must ensure that quotations are submitted timeously to the correct email address as indicated on the cover page of the bid document.

b) All quotations must be submitted on the official forms (Not to be retyped).

c) Bid received after the closing date and time or submitted to the wrong email address will not be considered.

1.3. Non-commitment

a) The National Heritage Council (NHC) is not bound to accept any of the quotations submitted.

b) NHC reserves the right to withdraw or amend these terms of reference by notice in wiring to parties who have received the terms of reference prior to the closing date.

1.4. Validity Period

a) The offer of the Supplier must be valid for 60 days from the closing date of the bid.

2. BACKGROUND

The National Heritage Council (NHC) of South Africa is a public entity that is responsible for the preservation, promotion and protection of the country's heritage. The important areas that the NHC focusses on are policy development for the sector to meet its transformation goals, public awareness and education, knowledge production in heritage subjects that were previously neglected, as well as making funding available to projects that place heritage as a socio-economic resource.

The NHC is a Schedule 3A public entity in terms of the Public Finance Management Act 1 of 1999 as amended by Act 29 of 1999, that came into existence through an

amendment of the Cultural Laws Second Amendment Act, no 69 of 2001, and was officially constituted through the National Heritage Council Act, Act 11 of 1999).

The NHC identified the need for the procurement of above-mentioned goods and/or services.

The procurement will be done in line with the 80/20 preference point system as determined in the Preferential Procurement Policy Framework Act, No 5 of 2000 and its Regulations.

3. TERMS AND CONDITIONS

The items listed in the attached table were identified for the procurement of applicable goods and/or services. The following terms and conditions are applicable:

3.1 NHC's conditions of purchase shall apply. The NHC reserves the right to accept or reject any changes to the requirements.

3.2 The validity period of the quotation must be clearly stated on the quotation.

3.3 The expected delivery period must be clearly stated on the quotation. Where the project runs over the specified period, suppliers must include an estimated detailed project plan with timeframes, objectives and achievable milestones.

3.4 Suppliers must ensure compliance with their tax obligations and submit the Tax Status Pin code with the bid proposal.

3.5 Quotation prices must be valid for 60 days from the date of closure of this RFQ.

3.6 Quotations must be included on the company letterhead that include the contact details and quote number and must be duly signed.

3.7 NHC will not be liable for a cost(s) incurred by Suppliers to prepare and submit a quotation.

3.8 The NHC reserves the right to accept or reject any quote and to annul the quotation process at any time prior to the award of the contract, without thereby incurring any liability to the affected supplier(s).

3.9 NHC reserves the right to cancel the RFQ at any time.

3.10 Prices quoted shall be in South African Rand and inclusive of VAT as well as any associated costs such as delivery, insurance, taxes, etc. for the stipulated period as indicated in the attached requirements. Quotations that were not costed for the entire scope of the project and the period will not be considered.

3.11 No price adjustment or amendment will be considered by the NHC after closure of the RFQ. This is a fixed price request for quotation unless otherwise specified in the specifications or terms of reference.

3.12 Where the NHC determines that it will be in the best interest of the project to appoint multiple suppliers, the NHC reserves the right to award the RFQ to multiple suppliers by indicting on the purchase order, the items applicable.

3.13 Goods or services shall be supplied / rendered upon receipt of an official purchase order from the NHC. No services must be rendered or goods delivered before an official NHC purchase order or service level agreement (SLA) signed.

3.14 The NHC reserve the right to do due diligence on the quotations.

3.15 The NHC reserves the right to benchmark prices quoted.

3.16 NHC shall pay within 30 days after receipt of an invoice.

3.17 All invoices must be submitted to SCM via the email to finance@nhc.org.za in the format as prescribed by the South Africa Revenue Services (SARS). The checklist for compliance of the invoice can be found following the following link: Tax-Invoice-Checklist-Version-2-29032016.pdf.

3.18 Late and / or incomplete submissions will not be accepted.

4. INTELLECTUAL PROPERTY AND COPYRIGHT

All intellectual property rights, including but not limited to design, layout, content and imagery created or developed as part of this project, shall vest in the National Heritage Council (NHC). The appointed service provider shall not reproduce, distribute or use any part of the deliverables for any other purpose without the prior written consent from the NHC.

The service provider shall provide the NHC with:

4.1 A digitised version of the final product suitable for web and email distribution.

4.2 All open / edible files used in the creation of the booklet (e.g. InDesign, Illustrator, Photoshop).

4.3 Written confirmation that no third-party rights are infringed and that all stock images used are properly licensed for public use.

5. EVALUATION OF BID

The evaluation of the bid proposals will be done in two (2) phases as mentioned below:

- Phase 1: SCM compliance requirements
- Phase 2: Price and specific goals

5.1. Phase 1: SCM compliance requirements

Bid quotations received will be verified for completeness and correctness. NHC reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided.

Suppliers are to ensure that they submit the following documentation / information with their bid accompanied by the Compulsory requirements included on the specifications.

Proof of registration on the Central Supplier Database (CSD) of National Treasury	Suppliers must be registered on the CSD. The CSD registration number must be provided.
Annexure A: (Supplier's Disclosure)	Completed and signed
Annexure B: (Preference Points Claim Form)	Completed and signed of points are claimed
Tax Status Pin Code issued by South African Revenue Services (SARS)	Supplier's tax matters must be in order
BBBEE Certificate	Valid and compliant original or certified copy of the B-BBEE certificate or Sworn Affidavit must be submitted for any points claimed
Annexure C: POPIA Supplier Notice and Consent Form	Completed and signed
Annexure D: NHC's Supplier Code of Conduct	Completed and signed
Annexure E: Supplier Evaluation Checklist	Completed and signed

Suppliers who comply with the above requirements will be considered for further evaluation.

5.2. Phase 2: Price and specific goals

Suppliers who comply with the requirements of this bid will be evaluated according to the preference point scoring system as determined in the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

Points for this RFQ shall be awarded for:

a) Price; and

b) Specific Goals (Refer to Annexure B: Preference points claim form)

The maximum points for this bid are allocated as follows:

Evaluation Criteria	Points
Price	80
Specific Goals	20
Total points for Price and Specific Goals	**100**

6. BID AWARD

Subject to Section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the RFQ will be awarded to the Supplier(s) who scores the highest points.

The successful Supplier will be required to sign an award letter and SBD 73. Contract for (Income-Generating Contracts).

7. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) will form part of this RFQ and may not be amended. A copy of the GCC may be obtained from National Treasury at Microsoft Word - General Conditions of Contract PracNote9 of 2007-08 19-2-2008 .doc.

Annexure A: SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

2.1. **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

2.2. **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

2.3. **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

2.4. **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

2.5. **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
The promotion of black owned enterprises 100% = 8 pts 75%-99% = 6 pts 60%-74% = 4 pts 51%-59% = 2 pts 1% - 50% = 1 pts Non-compliant contributor = 0	8	
The promotion of women owned enterprise 51%-99% = 4 pts 1%-50% = 2pts	4	
The promotion of youth owned enterprises	2	
The promotion of SMME's	2	
Promotion of local enterprises /rural enterprises/ cooperatives	2	
The promotion of people with disabilities	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

POPIA: SUPPLIER NOTICE AND CONSENT FORM

I confirm that I am duly authorised to sign this consent form.

Full Name (Print)	
Capacity	
Signature	
Name of Company (If Applicable)	
Date	

(Hereinafter referred to as the "**Data Subject**")

A company / organisation duly incorporated under the laws of the Republic of South Africa, having its main place of business at:

_____,

with Registration number _____.

Preparatory Statement

Whereas the "**Data Subject"** is in agreement with the contents of this Notice and Consent Form and grants NHC permission to process certain confidential / personal information, for purposes of _____

_____

whereas the "Data Subject" is considering making an offer (the "Offer") to NHC on a solicited Bid/RFQ/RFP/RFI, subject to conducting due diligence, as a result of which certain confidential / personal information of the Data Subject may be disclosed to NHC.

The Data Subject hereby gives consent to the following:

Where the supplier is a juristic person, this consent applies to the personal information of its representative's directors, or employees whose data may be processed in the course of the procurement process

1. Purposes

NHC will process, including collect, personal information (as set out in point 2 below) for the following purposes:

1.1. Strategic sourcing

1.2. Procurement

1.3. Contract management

1.4. Supplier management

1.5. Invoice management

1.6. Debt recovery

1.7. Fraud prevention

1.8. Supplier discovery

The provision of personal information is voluntary. However, if personal information is not provided, NHC might not be able to perform the above-mentioned purposes.

2. Legal basis for the processing

Personal information is processed on the basis that:

i) processing information is necessary for pursuing the NHC's legitimate interests (according to section 11(1) of the Protection of Personal Information Act, No 4 of 2013 (POPIA), which lies in achieving the purposes as set out in point 1 above,

ii) processing is necessary to carry out actions for the conclusion or performance of "supply chain management functions" for which you are party (according to section 11(1)(b) of POPIA) or

iii) processing complies with an obligation imposed by law on NHC (according to section 11(1)(c) of POPIA.

NHC process the following personal information (for specific natural or juristic person and can be used to identify you or that person):

2.1. Master data

a) Name

b) Addresses

c) Contact numbers

d) Email address

e) Other contact details of the supplier

f) Supplier primary contact person's name and contact information

g) Job position and role / qualifications

h) Partner roles of the suppliers needed for invoicing and ordering

i) Identification / company registration number

j) BBBEE status

k) Central Supplier Database number

2.2. Accounting and payment information

a) VAT and Income tax numbers

b) Tax clearance pin

c) Bank details

d) Bank account type and number

e) Name of the account holder

f) Attachment of confirmation documents

g) Terms of payment

h) Accounting correspondence

2.3. Supplier classification

a) Category

b) Vender portfolio

c) Product categories

d) Main product category

e) Additional product categories

f) Vendor category

2.4. Declared conflict or potential conflict of interest

2.5. Information on goods and/or services offered by supplier

a) Quantity and quality of offered goods and/or services

b) Other commercial terms of the offer

2.6. Contract information

a) Commercial terms of the contract

b) Legal terms of the contract

c) Any other contractual documentation

d) Information about contract performance and instances of non-performance

3. Retention periods

Personal information will only be kept for as long as the NHC reasonably consider necessary for achieving the purposes set out in point 1 above and as is permissible under applicable laws. NHC will, in any case, retain personal information for as long as there are statutory retention obligations or potential legal claims are not yet time barred.

4. Law enforcement

NHC may disclose personal information if required:

a) By a subpoena or court order

b) To comply with any law

c) To protect the safety of any individual or the public

d) To prevent violation of supplier relation terms.

5. Regulators

NHC may disclose personal information as required by law or governmental audit.

6. Sharing

NHC may share personal information with:

a) other divisions or public entities within the South African Government as the South African Weather Service (SAWS) is a Section 3(a) public entity under the Ministry of Environmental Affairs and is governed by a Board, so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services.

b) an affiliate, in which case we will seek to require the affiliates to honour this privacy notice.

c) our goods or services providers under contract who help provide certain goods or services or help with parts of our business operations, including fraud prevention, bill collection, marketing technology services (our contracts dictate that these goods or services providers only use information in connection with the goods or services they supply or services they perform for the SAWS and not for their own benefit).

d) credit bureaus to report account information, as permitted by law

e) banking partners as required by credit card association rules for inclusion on their list of terminated merchants (in the event that you utilize the services to receive payments and you meet their criteria)

f) other third parties who provide us with relevant services, where appropriate.

7. Supplier rights

Under applicable law, you have, among others, the rights (under the conditions set out in applicable law):

i) To check whether and what kind of personal data we hold about you and to request access to and the right to rectify the information collected

ii) In certain circumstances, to object to the processing of personal information, in the prescribed manner, on reasonable grounds relating to your particular situation, unless legislation provides for such processing or to object for the purposes of direct marketing; or

iii) For complaints or queries, you may contact the Information Regulator:

Address: 33 Hoofd Street, Forum III, 3rd Floor, Braampark, Braamfontein, Johannesburg

Email: inforeg@justice.gov.za

Website: https://www.justice.gov.za/inforeg

8. Your obligations

You may only send us your own personal information or the information of another data subject where you have their permission to do so.

9. Security

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our website is hosted in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. Data Storage

We will try to keep the personal information we collect as accurate, complete, and up to date as is necessary for the purposes defined in this notice. Please note that to better protect you and safeguard your personal information, please inform us of any required corrections to your personal information.

11. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies/notices or practices of any third parties.

12. Enquiries

Any queries or concerns arising from this notice and consent from or the way in which NHC handle personal information, please contact the National Heritage Council as follows:

NATIONAL HERITAGE COUNCIL
2nd floor, Building 3, 221 Summit Place Office Park
Menlyn, Pretoria
+27 12 748-3910
Email: enquiries@nhc.org.za

ADHERENCE TO THE NATIONAL HERITAGE COUNCIL'S CODE OF ETHICS

1. INTRODUCTION

The National Heritage Council (NHC) is committed to maintaining the highest standards of ethics and integrity in all its operations. The Code of Conduct outlines the expectations and requirements for all suppliers, contractors and service providers (collectively referred to as "Suppliers") who wish to do business with the NHC.

2. COMPLIANCE WITH LAWS AND REGULATIONS

Suppliers must comply with all applicable laws, regulations and standards, including but not limited to:

2.1. Section 195 and Section 217 of the Constitution of the Republic of South Africa

2.2. The Prevention and Combating of Corrupt Activities Act, 2004 (PRECCA)

2.3. The Public Financial Management Act, 1999 (PFMA)

2.4. The Protection of Personal Information Act, 2013 (POPIA)

2.5. Treasury Regulations as issued in terms of the PFMA

2.6. Any other legislative requirements conducting crime in public procurement.

3. ETHICAL BUSINESS PRACTICES

Suppliers are expected to conduct their business in an ethical manner and act with integrity. This includes:

3.1 Anti-Corruption and Bribery

Suppliers must not engage in any form of bribery, corruption, or unethical practices. Offering, giving, receiving or soliciting any form of bride or kickback is strictly prohibited.

3.2 Fraud Prevention

Suppliers must not engage in fraudulent activities, including misrepresentation of facts, falsification of documents or any other form of deceit.

3.3 Fair Competition

Suppliers must compete fairly and not engage in anti-corruptive practices.

4. CONFLICT OF INTEREST

Suppliers must avoid any conflict of interest that could impair their ability to act impartially and in the best interest of the NHC. Any potential conflicts of interest must be disclosed to the NHC immediately.

5. GIFTS AND HOSPITALITY

Suppliers must not offer or accept gifts, hospitality or other benefits that could influence or appear to influence business decisions.

Acceptable tokens of appreciation must be of nominal value and in line with customary business practices.

6. CONFIDENTIALITY AND DATA PROTECTION

Suppliers must protect the confidentiality of all information received from the NHC and must not disclose any confidential information to third parties without prior written consent. Suppliers must also comply with all applicable data protection laws and regulations.

7. LABOUR PRACTICES

Suppliers must uphold the highest standards of human rights and labour practices, including:

7.1. Non-Discrimination

Suppliers must not discriminate against any employee or applicant based on race, gender, age, disability, religion or any other protected characteristic.

7.2. Fair Treatment

Suppliers must treat all employees with respect and dignity and must not engage in a ny form of harassment or abuse.

7.3. Child Labour

Suppliers must not use child labour and must comply with all applicable child labour laws.

8. HEALTH AND SAFETY

Suppliers must provide a safe and healthy working environment for their employees and comply with all applicable health and safety laws and regulations.

9. ENVIRONMENTAL RESPONSIBILITY

Suppliers must comply with all applicable environmental laws and regulations and strive to minimise their environmental impact.

10. REPORTING AND WHITLEBLOWING

Suppliers must report any suspected violations of this Code of Conduct or any unethical behaviour to the NHC. The NHC is committed to ensure the confidentiality of reports received.

11. ENFORCEMENT AND COMPLIANCE

Failure to comply with the Code of Conduct may result in the termination of the supplier's contract and other legal actions. The NHC reserves the right to audit and monitor compliance with the Code of Conduct.

Non-compliance with this Code of Conduct may result in:

11.1 Immediate termination of the supplier's contract;

11.2 Disqualification from future procurement opportunities with the NHC; and or blacklisting of the supplier and its directors with the relevant authority;

11.3 Reporting to relevant regulatory or law enforcement authorities;

11.4 Civil or criminal proceedings where applicable.

I, the undersigned, hereby agree to the conditions as stipulated in the Code of Conduct and are committed to oblige with the terms and conditions as specified in the Code of Conduct. I confirm that I have read and understand the terms and conditions as set out in the Code of Conduct and have the Power of Attorney to sign this document on behalf of the supplier.

Full Name and Surname (Print):	
Designation / Role in company:	
Supplier Name:	
Signature:	
Date:	

SUPPLIER EVALUATION CHECKLIST

Supplier Name:	
Contact Person:	
Contact Details:	
Date:	

Suppliers are required to tick the applicable box that is applicable to their environment. Failure to complete this checklist may request in the quotation to be regarded as a non-responsive quotation. This is required for verification on contribution to SDGs.

1. COMPLIANCE WITH SUSTAINABLE DEVELOPMENT GOALS (SDGs)

1.1. SDG Alignment

The supplier's operations align with the following SDGs (check all that apply):

1.1.1. ☐ SDG 1: No Poverty
1.1.2. ☐ SDG 2: Zero Hunger
1.1.3. ☐ SDG 3: Good Health and Well-being
1.1.4. ☐ SDG 4: Quality Education
1.1.5. ☐ SDG 5: Gender Equality
1.1.6. ☐ SDG 6: Clean Water and Sanitation
1.1.7. ☐ SDG 7: Affordable and Clean Energy
1.1.8. ☐ SDG 8: Decent Work and Economic Growth
1.1.9. ☐ SDG 9: Industry, Innovation and Infrastructure
1.1.10. ☐ SDG 10: Reduced Inequalities
1.1.11. ☐ SDG 11: Sustainable Cities and Communities
1.1.12. ☐ SDG 12: Responsible Consumption and Production
1.1.13. ☐ SDG 13: Climate Action
1.1.14. ☐ SDG 14: Life Below Water
1.1.15. ☐ SDG 15: Life On Land
1.1.16. ☐ SDG 16: Peace, Justice and Strong Institutions
1.1.17. ☐ SDG 17: Partnerships for the Goals

1.2. Sustainability Practices

1.2.1. ☒ The supplier has implemented sustainability practices in their operations.
1.2.2. ☐ The supplier regularly monitors and reports on their sustainability performance.

2. STRATEGIC GOALS

2.1. Small, Medium, Macro Enterprise (SMME) Status

2.1.1. ☐ The supplier qualifies as an SMME:

Micro enterprises	Annual turnover of R 500k per annum
Very small enterprises	Annual turnover between R 500k and R 2,5 million per annum
Small enterprises	Annual turnover between R 2,5 million and R 10 million per annum
Medium enterprises	Annual turnover between R 10 million and R 20 million per annum

2.1.2. ☐ The supplier is registered with the relevant SMME authorities.

2.2. HDI Status

2.2.1. ☐ The supplier qualifies as an HDI.

2.3. HDI Categories (check all that apply):

2.3.1. ☐ Black
2.3.2. ☐ Coloured
2.3.3. ☐ Indian
2.3.4. ☐ Women
2.3.5. ☐ Youth
2.3.6. ☐ Persons with Disabilities
2.3.7. ☐ Rural
2.3.8. ☐ Unemployed
2.3.9. ☐ Township

2.4. Support for SMMEs and HDIs

2.4.1. ☐ The supplier actively supports and collaborates with other SMMEs and HDIs.

2.4.2. The supplier participates in initiatives aimed at promoting SMMEs and HDIs as per the following categories (check if applicable):

a) ☐ Black
b) ☐ Coloured
c) ☐ Indian
d) ☐ Women
e) ☐ Youth
f) ☐ Persons with Disabilities
g) ☐ Rural
h) ☐ Unemployed
i) ☐ Township

DECLARATION

I, the undersigned, hereby declare that the information provided in this checklist is accurate and complete to the best of my knowledge.

Full Name and Surname (Print) of Representative:	
Signature:	
Date:	

ANNEXURE A

BULK EMAIL AND MESSAGING SYSTEM SERVICE PROVIDER FOR A PERIOD OF 3 YEARS

1. BACKGROUND

The National Heritage Council (NHC) of South Africa is a Schedule 3(A) Public entity that is responsible for inter-alia coordination and transformation of the country's heritage. The NHC focuses on public awareness and education about our heritage and heritage initiatives; knowledge production in heritage subjects that were previously neglected and making funding available to projects that place heritage as a socio-economic resource.

The NHC came into existence through an amendment of the Cultural Laws Secondment Amendment Act 69 of 2001 and was officially constituted through the National Heritage Act of 1999.

As part of its stakeholder engagement and public awareness mandate, the NHC requires a suitably qualified and experienced service provider to provide a Bulk Email and Messaging System for a period of three (3) years.

a) The system must support digital communication, stakeholder engagement, and targeted messaging campaigns.

b) Manage a dynamic database that can be customised and utilised to achieve targeted communication

c) Provide a user-friendly software to design, layout content (copy and visuals), publish and distribute the NHC's monthly newsletter to stakeholders

d) Include the use of SMS to send messages to clients who don't and have smart phones

e) Have capabilities of analytics and reports of both the Bulk Email and Messaging Campaigns

2. LEGISLATION REQUIREMENTS

2.1 Section 195 and Section 217 of the Constitution of the Republic of South Africa

2.2 The Public Financial Management Act, 1999 (PFMA)

2.3 Treasury Regulations issued in terms of the PFMA.

2.4 Code of Conduct for Suppliers as stipulated in this document.

2.5 Protection of Personal Information Act (POPIA) – evidence of technical / organisational measures, consent capture, data subject rights workflow and cross-border transfer safeguards where applicable.

2.6 Electronic Communications and Transactions Act (ECTA): SPF (Sender Policy Framework), DKIM (Domain Keys Identified Mail) and DMARC (Domain-based Message Authentication, Reporting and Conformance) email domain authentication to ensure integrity and non-repudiation; system audit trails retained for the legal period.

2.7 Consumer Protection Act (CPA): no-cost unsubscribe for email and SMS; STOP mechanisms for SMS.

2.8 Independent Communications Authority of South Africa (ICASA) Regulations and the conveyance of mail.

2.9 Wireless Application Service Provider (WASP) Code of Conduct (and related ICASA rules): registered sender IDs / short codes, STOP handling, and local termination routes.

2.10 SBD 4 (declaration of interest, past SCM transgressions and anti-collusion) and CSD registration report as returnable. (See Section 10 below).

3. SCOPE OF WORK AND DELIVERABLES

3.1 Implementation (Once-off)

a) **Domain Name System** (DNS) configuration for Sender Policy Framework (SPF), DomainKeys Identified Mail (DKIM), Domain-based Message Authentication, Reporting and Conformance (DMARC) and domain warning plan.

b) Migration / import of existing lists (Comma-Separated Values (CSV)/ Excel) with consent proof fields.

c) Website subscription integration: The solution must support subscriber sign-up through an embedded website form or Application Programming Interface (API) integration, with double opt-in email verification and CAPTCHA protection to prevent automated registrations and ensure the integrity of subscriber data.

d) Initial analytics baseline setup and dashboard configuration.

3.2 Operations (36 months)

a) Stakeholder Database update (as when necessary) (see Definitions) with a signed monthly Data Hygiene Report.

b) Monthly analytics, deliveries, opens, bounces, complaints, unsubscribes, SMS delivery reports; Comma-Separated Values (CSV) / Excel export.

c) Two (2) physical and two (2) virtual training sessions per annum with attendance registers and materials.

d) Named support / CSM and SMS / WASP engineer with escalation path.

e) Compliance artefacts: DMARC aggregate reports, unsubscribe audit log, POPIA breach notification playbook.

4. AUTOMATIC TERMINATION

4.1 The contract shall automatically terminate on the date stipulated in the Service Level Agreement (SLA) unless otherwise agreed in writing by both parties.

4.2 The NHC shall not be liable for any charges or costs incurred by the supplier after the termination date of the contract.

4.3 Exit and Data Return: vendor must deliver a full data export (CSV / JavaScript Object Notation (JSON) of contacts, consent logs, suppression lists, analytics) and issue a Deletion Certificate within 30 days.

4.4 No post-term charges and no vendor lock-in via proprietary formats.

5. MANDATORY REQUIREMENTS

5.1. Company experience of at least 5 years in bulk email and SMS platforms. Provide at least two (2) comparable written enterprise reference letters, stating scope, volumes and contactable details. (References must align to the TOR scope; generic marketing or unrelated ICT references will not qualify).

5.2. Team and named roles must include the CVs of the Implementer, Trainer, Support / CSM and SMS / WASP Engineer, including certifications (e.g. deliverability, security) and time allocation to NHC.

5.3. NHC may request evidence of remediation where a supplier has twice failed mandatory requirements in previous, comparable NHC RFQs. Failure to provide such evidence may result in non-responsiveness.

6. RETURNABLE DOCUMENTS (MANDATORY AT CLOSING)

Supplier must meet all gates below to proceed with evaluation on price and strategic goals:

6.1 At least two (2) **contactable reference letters** (public sector or comparable enterprise in the last 5 years that match bulk email and SMS scope

6.2 Named Implementer, Trainer, Support / CSM, SMS / WASP Engineer with **CVs**.

6.3 **Implementation plan** with POPIA and Security Statement (controls and residency), Double-Opt-In Workflow, Web Interface & Form Architecture and Consent Logging & Compliance (POPIA / GDPR), DB update commitment and sample report, training commitment (2 physical and 2 virtual per annum).

6.4 Website form with double-opt-in and consent logging

6.5 If reseller – OEM letter.

Non-submission of the returnable documents will result in disqualification.

7. MINIMUM REQUIREMENTS FOR COMPLIANCE

All the requirements stated in this section should be provided in a form of a quotation and the requested information to be submitted by the stated closing date.

No	Description	Minimum Specification (must be evidences in the quote / proposal)	Returnable proof
7.1.	**Subscriber Package**	10 000 monthly subscriber packages: cost should be according to the number of subscribers on the database and provide unlimited sending. Tier based on active contacts. State tiers and fair-usage policy; disclose monthly send throughput (emails / min) and daily caps. Do not use “unlimited” without a documented Fair Usage Policy (UFP).	Pricing sheet with tier table
7.2.	**Expected monthly email volume**	State minimum expected volume (e.g. ≥ 60,000 emails/month) for price comparability; disclose overage rates.	Pricing sheet
7.3.	**SMS Credits**	Make provision for up to 10 000 SMS package paid on a consumption basis. Local Tier-1 routes, per network unit rates, billing increments, sender ID / short code, STOP handling (free), delivery reports.	SMS pricing schedule WASP / ICASA compliance statement
7.4.	**Services and support**	Make support services accessible and rated on an hourly basis for 12 hours per annum for a duration of three (3) years. Named CSDM and SMS engineer; support hours; SLA (P1 ≤ 2h; P2 ≤ 4h; P3 ≤ 8h); escalation path.	SLA document; CVs

No	Description	Minimum Specification (must be evidences in the quote / proposal)	Returnable proof
7.5.	**Template and editor**	The system should allow for email template building/design. Drag-and-drop editor, saved blocks, brand kit, image hosting / Content Delivery Network (CDN); mobile-responsive previews.	Product datasheet / screenshots
7.6.	**Deliverability and authentication**	Sender Policy Framework (SPF), DomainKeys Identified Mail (DKIM), Domain-based Message Authentication, Reporting and Conformance (DMARC) (policy at least p=quarantine by month 2), domain warm-up plan, blocklist monitoring.	DNA plan; Sample DMARC report
7.7.	**Analytics**	The system should provide analytical insight for communication. Emails reach, read statistics, etc. Campaign and cohort analytics: delivery, open, click, bounce, complaint, unsubscribe; CSV / Excel export; dashboard access.	Report samples
7.8.	**Set-Up**	Set-up of dashboard and infrastructure. DNS, migration / import, segmentation, dashboards, baseline deliverability assessment	Implementation plan
7.9.	**Database and Web interface**	Capability to manage large amounts of data applied dynamically to communicate on a target market basis. The system should be able to collect, and store subscribed data from the NHC website when	Quarterly report template Application Programming Interface (API) docs

No	Description	Minimum Specification (must be evidences in the quote / proposal)	Returnable proof
		visitors complete a database form. Quarterly database updates with signed Data Hygiene Report; website form (embed / API), double-opt-in, consent logs. Data collection to be provided as scanned documents (Registers from Stakeholder engagements and capturing monthly basis.	As when required.
7.10.	**Training** .	Provide for 2 physical and 2 virtual training sessions per annum; agendas, materials, attendance registers.	Training plan and samples
7.11.	**Security and POPIA**	Transport Layer Security (TLS) 1.2+, Advanced Encryption Standard - AES-256, Role-Based Access Control (RBAC), MFA, audit logs, breach notification playbook; data residency stated.	Security statement
7.12.	**Exit and data return**	Full export (contacts, consent, suppressions, analytics) + Deletion Certificate within 30 days of termination	Exit plan

8. QUOTATION FORMAT

The quotation must:

8.1 The quotation should be itemised according to the above table (additions and alteration to the items can be made but should not be omitted).

8.2 Itemise once-off Implementation / Set-up, Training (annual, Support hours (annual), Email tiers, SMS per-network unit rates and any optional add-ons (e.g. dedicated Internet Protocol (IP).

8.3 Be structured per year (Year 1, Year 2, Year 3)

8.4 Disclose fair-usage policies and any daily / weekly throughout caps.

8.5 State annual escalation (max 5) and basis (e.g. Consumer Price Index) for years 2 and 3.

8.6 Prices must be for 90 days, VAT shown separately, Once-off clearly stated and totals per year plus Grand Total (36 months).

NB: Failure to follow this format may result in non-compliance.

9. SERVICE LEVELS AND PENALTIES

9.1 Availability: 99.9% monthly uptime (platform)

9.2 Support response and restoration: P1 ≤ 2h response / ≤ 8 h restoration; P2 ≤ 4h / ≤ 16h; P3 ≤ 8h / ≤ 24h.

9.3 Reporting: monthly SLA report.

9.4 Penalties: 2% of monthly fee per breached KPI, capped at 10% per month.

10. OEM / RESELLER REQUIREMENTS

If the supplier as a reseller / partner:

10.1. Attach OEM authorisation,

10.2. Confirm where data is hosted,

10.3. Define who provides support, and

10.4. Who is the Responsible Party / Operator for POPIA purposes.

11. ENQUIRIES

For technical enquiries, please contact:

Name and Surname:	Ms. Tebogo Shilakwe or Mr. Tsireledzo Mandane
Email:	t.shilakwe@nhc.org.za or t.mandane@nhc.org.za
All enquiries must be copied to	procurement@nhc.org.za