

# NATIONAL HOUSING FINANCE CORPORATION (NHFC)

Invitation to Bid

Request For Proposal (RFP)

**Bid Description: Provision of Enterprise Content Management Solutions Services**

**Tender Number: NM/04/2022**



Issued by:
<p style="text-align: center;"><b>NHFC</b> 1<sup>st</sup> Floor, Old, Trafford, Isle of Houghton, 11 Boundary Road, Houghton, 2198</p>

**Full Name of Bidding/Tendering Entity:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Tel Number:** \_\_\_\_\_

**Total bid price (incl. VAT):** R \_\_\_\_\_

**Advert date:** 30 May 2022

**Non-Compulsory Briefing Session** 06 June 2022 at 14:00pm (Please see virtual link below)

**Closing Date and Time:** 20 June 2022 at 11:00am

**Bidder's Authorised Signatory:**

**Initials and Surname:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## BID DOCUMENTS CHECK LIST:

The contents of the BID document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider.

Please complete the checklist below to verify your submission of the relevant documents:

Schedules	Description	Submitted – Indicate YES or NO
Annexure 1	Valid SARS Tax Compliant Status Pin Certificate	
Annexure 2	Copies of Company Registration Documents	
Annexure 3	Valid Copy B-BBEE Certificate/ Sworn Affidavit	
Annexure 4	Current Central Supplier Database Report Copy	
Annexure 5	Pricing Schedule	
Annexure 6	SBD 1: Invitation to Bid	
Annexure 7	SBD 4: Bidder's Disclosure	
Annexure 8	SBD 6.1: Preference Point Claim Form in Terms of Preferential Procurement Regulations 2017	
Annexure 9	SBD 7.2 Contract Form Rendering of Services	
Annexure 10	Resolution to Sign	
Annexure 11	Initialized General Conditions of Contract (GCC)	
Annexure 12	POPI Bid Consent Form	
Annexure 12	One (1) original hard copy and a soft copy (USB) must be submitted in a sealed envelope, appropriately addressed.	

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**PART 1: TENDERING PROCEDURES**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HOUSING FINANCE CORPORATION SOC LTD**

BID NUMBER:	NM/04/2022	CLOSING DATE:	20 June 2022	CLOSING TIME:	11:00
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DESCRIPTION	<b>Provision of Enterprise Content Management Solutions Services</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

1st Floor, Old, Trafford, Isle of Houghton, 11 Boundary Road, Houghton, 2198

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Anda Mazibuko	CONTACT PERSON	Nkgadi Mollo
TELEPHONE NUMBER	011 644 9800	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:Tenders02@nhfc.co.za">Tenders02@nhfc.co.za</a>	E-MAIL ADDRESS	

**SUPPLIER INFORMATION**

NAME OF BIDDER			
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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS AND SERVICES OFFERED?	Yes No <input type="checkbox"/> YES ENCLOSE PROOF <input type="checkbox"/>	ARE YOU A FOREIGN BASED SUPPLIER FOR GOODS /SERVICES /WORKS OFFERED?	Yes No <input type="checkbox"/> YES, ANSWER THE QUESTIONNAIRE BELOW <input type="checkbox"/>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>	
	<input type="checkbox"/>

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. Company Resolution)

DATE: .....

## TENDER CONDITIONS

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### 1. DEFINITIONS

- (a) The word “Bidder” in these conditions shall mean and include any firm of Contractors, Suppliers, Service Providers or any company or body incorporated or unincorporated.
  
- (b) The word “Employer” in these conditions shall mean the NHFC.

### 2. COMPULSORY REQUIREMENTS

- (a) Valid Tax Compliance Status Pin Certificate
- (b) Valid Copy B-BBEE Certificate/ Sworn Affidavit (Non disqualifying item non submission will render the bidder as non-compliant for B-BBEE points)
- (c) Proof of Company Registration
- (d) Current Copy of Central Supplier Database (CSD) Report
- (e) Submission of the following **Signed and Completed** Standard Bid Documents (SBD) Forms and initialled GCC
  - SBD 1: Invitation to Bid
  - Pricing Schedule
  - SBD 4: Bidder’s Disclosure
  - SBD 6.1 Preference Points Claim Form in terms of preferential procurement
  - SBD 7.2 Contract Form – Rendering of Services
  - General Conditions of Contract (GCC)

All forms, annexures, addendums and specifications shall be signed and completed and returned with the Bid Document as a whole.

### 3. BID DOCUMENT

- (a) The bid document must be completed in all respects in non-erasable BLACK ink.
- (b) Bids must be submitted on original bid document.
- (c) Bid documents must remain intact and no portion may be detached.

### 4. TENDER CONDITIONS

**NHFC reserves the right:**

- (a) NHFC reserves the right to reject submitted proposal if deemed necessary. Should it be discovered by the NHFC that the bidder did not act in good faith and/or has declared incorrectly/falsely, NHFC reserves the right to disqualify or reject the bid.
- (b) NHFC reserves the right to reject submitted proposal it deemed necessary. Should it be discovered by the NHFC that the bidder did not act in good faith by providing incorrect/false information, NHFC reserves the right to disqualify or reject the bid.
- (c) The NHFC reserves the right to disqualify a bid proposal if the bidders' proposal is not compliant with the scope of work/terms of reference,
- (d) The bidder is subjected to due-diligence process which includes, screening, vetting, and/or any best practice that may subject NHFC to comply with legislation and its Policies and Procedures.
- (e) The NHFC reserves the right to disqualify a bid if the bidder fails to provide reasonable request (s) within reasonable timelines this includes the set deadline per request
- (f) Bid rigging/collusive behaviour by the bidder will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.
- (g) This bid is subject to the Preferential Procurement Policy Framework Act of 2000, the General Conditions of Contract (GCC) and, if any applicable other legislation or special Conditions of Contract.
- (h) The lowest or any Bid will not necessarily be accepted
- (i) To award this tender to a bidder that did not score the highest total number of points, provided this is done in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- (j) To negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder who has not been awarded the status of the preferred bidders.
- (k) To accept part of a tender rather than the whole tender.
- (l) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidders, whether before or after adjudication of the Bid.

- (m) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process in NHFC's advertised bid documents.
- (n) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidders have been notified of their status as such.
- (o) Award to multiple bidders based either on size or geographic considerations
- (p) The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing NHFC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder in the preparation of their response to this bid.
- (q) If a bidder breaches the conditions of this bid and, as a result of that breach, NHFC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds NHFC harmless from any and all such costs which NHFC may incur and for any damages or losses NHFC may suffer.
- (r) This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.
- (s) A bidder participates in this bid process entirely at its own risk and cost. NHFC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **5. PERIOD OF VALIDITY FOR BIDS AND OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period **of 90 days** from the closing date as stipulated in the Bid document.

## **6. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. VAT must be included in the Bid price but must be shown separately.



## 7. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. NHFC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Status Pin Certificate to NHFC, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

## 8. AUTHORITY TO SIGN BID DOCUMENTS

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Employer at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.

## 9. NON COMPULSARY BRIEFING SESSION

There will be a non-compulsory briefing session held virtually on the 06 June 2022 at 14:00pm via Zoom. Kindly see details below for access:

**Herewith the Zoom Meeting invite:**

**Join Zoom Meeting**

<https://us02web.zoom.us/j/82804957322?pwd=Umo4aENLU1pqd2diY3p2VDVaK1BYUT09>

**Meeting ID: 828 0495 7322**

**Passcode: 490883**

## 10. SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked “**Provision of Enterprise Content Management Solutions Services**” The Bid must be deposited in the bid box at the below address:  
**1<sup>ST</sup> Floor, Old Trafford 3, Ilse of Houghton, 11 Boundary Road, Houghton,2198**

## 11. CLOSING DATE AND TIME

Bid should reach the above address for submission by no later than 20 June 2022 at 11:00 a.m. No late bids will be accepted or considered.

## 12. BID ENQUIRIES

Please refer all enquiries to the below mentioned persons for assistance during normal office hours viz. 08:30 – 16:30 Mondays to Fridays.

**Bidding Procedure Enquires**

**Name: Anda Mazibuko**

**Email address: [Tenders02@nhfc.co.za](mailto:Tenders02@nhfc.co.za)**

**Technical Enquires**

**Name: Nkgadi Mollo**

**Email Address: [Tenders02@nhfc.co.za](mailto:Tenders02@nhfc.co.za)**

### **13. JOINT VENTURE REQUIREMENTS**

**DEFINITION**:- “**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.

Should a group of companies/firms and/or interested parties wish to enter into a joint venture/consortium agreement the following minimum requirements must be met: -

- (a) A properly signed copy of the joint venture/consortium agreement must be attached.
- (b) Each member of the joint venture/consortium must provide a Tax Clearance Certificate.
- (c) After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide a combined joint venture/consortium Tax Clearance Certificate.
- (d) After the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide the details of the joint venture / consortium banking details.
- (e) A trust, consortium or joint venture will qualify for points of their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- (f) 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 tender.

#### **13.1 THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING: -**

- (a) Who the managing member will be.
- (b) Who the signatory of authority will be.
- (c) How the joint venture/consortium share of profit will be split.
- (d) The bank account details where payments will be deposited into.
- (e) The agreement must be signed by all parties.
- (f) The agreement must be certified by a Commissioner of Oaths.
- (g) The postal and physical address where all correspondence will be sent to.

#### **14. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with NHFC examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by NHFC remain proprietary to NHFC and must be promptly returned to NHFC upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidders must secure NHFC written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

#### **15. NHFC PROPRIETY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any NHFC proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.

# TERMS OF REFERENCE

## 1. INTRODUCTION

The National Housing Finance Corporation Soc Ltd was established in 1996 by the Department of Human Settlements (NDoHS) as a Development Finance Institution with the principal mandate of broadening and deepening access to affordable housing finance for the low–middle income South African Households. The NHFC is a Schedule 3A entity according to the Public Finance Management Act, 1999.

The Department of Human Settlements is in the process of establishing a Human Settlements Development Bank (“HSDB”). The purpose of which is to position the HSDB as a vehicle to provide effective public and private funding, financing support to key segments of the housing market, in the face of considerable market challenges, significant need and a challenged fiscus.

The NHFC remains largely a wholesale funder providing funding in the affordable housing market through a network of clients that include social housing institutions, large scale property developers and investors, non-banking retail intermediaries. In addition, it facilitates implementation of a programme on behalf of the Department of Human Settlements which is focused on providing a subsidy for first time homebuyers, known as the Finance Linked Individual Subsidy Programme.

## 2. PROJECT BACKGROUND

The NHFC is in the process of modernizing, reviewing and optimizing various horizontal and vertical business processes, in an effort to achieve its strategic objectives such as, but not limited to the followings.

- To use technology to connect and provide services to South African citizens, NHFC employees, strategic partners, intermediaries, subsidiaries, shareholders and third-party service providers to the information and services they need
- To deliver a client experience that is simple, empowering, engaging, fair, user friendly and unified;
- Enhance the leverage of human settlement grants; and supporting transformation in the human settlements sectors

To successfully achieve the above-mentioned objectives and further improve its documents and records management processes, and become compliant with regulations, NHFC is seeking a bidder to provide

a professional service that will help ensure successful ECM implementation in timely and professional manner. Below are the key performance indicators:

- Reduced amount of paper in use;
- Single point of access to information (single sign-on);
- Reduced cost for off-site storage (electronic records will be mainly used);
- Full application of record management principles (record life cycle and audit trail);
- Institution-wide access to unstructured data and information not previously accessible;
- Enhanced effective organisation intelligence;
- Data integrity and information as an asset;
- Faster finding of correct information (enhanced customer service);
- Improved information security;
- Reduced Reputational risk;
- Change management for all stakeholders; and
- Improved communication and culture of information sharing (Knowledge Management

### **3. PURPOSE OF THE REQUEST FOR PURPOSAL(RFP)**

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidders for the Provision of Enterprise Content Management Solutions Services to the NHFC. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the NHFC for the Provision of Enterprise Content Management Solutions Services. This RFP does not constitute an offer to do business with the NHFC but merely serves as an invitation to bidders to facilitate a requirements-based decision process.

### **4. SCOPE OF WORK**

4.1 The Service provider would be required to provide to a professional, efficient electronic document and records management System that will allow records to be classified in accordance with records classification scheme as approved by National Archives. The system needs to be a safe and confidential electronic document and records management platform whereby documents can be created, scanned, indexed, and electronically stored and retrieved in a manner that is easily and readily accessible. The details are elaborated below, and the scope can be enhanced as per requirements of NHFC.

The solution offered must be scalable to cater to the following indicative objectives:

- To support the capture of documents and records that are stored as single electronic files;

- To fully integrate with other desktop applications to allow important documents to the enterprise content management system;
- To allow document versioning (Version Control) ;
- To provide quick-viewing options for documents and records;
- To allow the storage of email messages;
- The Solution keeps an audit trail of all activities to be able to report on these activities as needed;
- To have extensive search capabilities of records and documents stored;
- Mobile app capability;
- The Solution must provide disposition to document and record;
- Security and access control (User Access Capability, Teams, individuals and Groups);
- Reporting capabilities from ECM System; and

## **4.2 OVERVIEW OF THE FUNTIONAL AND GENERAL REQUIREMENTS**

### **4.2.1 Overview of the software functionality**

The proposed ECM Solution shall contain the following detailed software functionality and general requirements.

- 4.2.1.1 The solution supports the capture of documents and records that are stored as single electronic files.
- 4.2.2 The solution must support the capture of email; social media content;
  - Support doc/x, xls/x, ppt/x, mpp, vsd/x, jpg, tiff, pdf/a, gif, dgm, png; this list is not exhaustive;
  - Support audio and video files like mp3, mp4;
  - Support and capture GIS files, Auto CAD and agreements (For Example: PRG, DBF files, SHP files, xml, e.t.c.);
- 4.2.3 The solution fully integrates with other desktop applications to allow importing documents to ECM system:
  - The solution must integrate with MS 365 including word, excel, outlook, PowerPoint, publisher, one-note; visio, project etc.
  - The solution must integrate with Adobe Acrobat Reader and Professional; and
  - Integrate screen capture using Microsoft snipping tool or Print Screen.
- 4.2.4 The solution allows document versioning (Version Control);
  - The solution must allow multiple versions of documents;
  - Support the concept of 'check-in and check-out' for documents;
  - Allow configurable automatic check out of a document, whenever the document is opened;

- Allow configurable automatic check-in of a document whenever the document is closed; and
- Allow to list the difference on the version of document if any records are modified.

4.2.5 The solution must have an intuitive interface:

- The solution must have an intuitive user-friendly interface including drag and drop menus and toolbars and must be familiar with windows interface.
- The solution provides quick-viewing options for documents and records:
- The solution should have preview functionality for documents and records, so the end user can identify the document type, format and a portion of the content before opening it;
- Provide file 'viewer' features including: zoom, pan, rotate; and
- Provide 'thumbnail' views of documents and records in a search result before invoking the native application to open the document.

4.2.6 The solution allows the storage of email message:

- To allow the end user to capture an email message including attachments

4.2.7 The Solution to provide workflow (to route documents),

4.2.8 The solution must be secure with encryption and decryption capabilities,

4.2.9 The solution keeps an audit trail of all activities to be able to report on these activities as needed:

- The solution must maintain an audit trail of all activities by the end user for each document:
- To have a reporting capability for authorized end users, to provide management and statistical reports on system activity;

4.2.10 The solution's mobile application capability:

- To provide capability to take notes while in the field;
- To have capability to read or view the document;
- To provide the capability to edit the document; and
- To provide integration to capture records from different applications that are acquired from time to time.

4.2.11 The solution must have extensive search capabilities:

- The solution must be able to search the file name when entered by the user in the interface;
- To be able to search the metadata; and
- To be able to have robust and intuitive search capabilities.

4.2.12 The solution must provide disposition to document and record:

- The solution must require divisional approval to be present prior to disposition taking place; and
- The solution must allow a retention rule cut-off to be pre-defined event (possible event based retention rule):

4.2.13 Security and access Control (User Access Capability, Teams, Individuals and Groups):

- The solution must manage security groups based on end user roles within the organization;
- Identify the access and rights of end users within ECM System;
- share content with approved end users from across the organization through defined workflow
- Add extra level of security to some documents as may be required by the needs of departments and teams;
- The solution must control what actions can be performed on which records – such as read, edit, update, metadata, perform administrative actions, etc.;
- Be able to provide restrictions on the ability to modify stored, declared records and their associated metadata;
- Support the implementation of appropriate controls based on the security classification content (high, medium, low and unclassified information); and
- The solution should be able to manage distribution groups or list by end user and by group.

4.2.14 Reporting capabilities

- The solution must have pre-configured reports;
- The solution must be able to permit the creation of user defined reports;
- The solution should have the ability to produce graphs and numerical data; and
- The solution must have the ability to export to MS Excel format and PDF.

*NB: Brochure of the Proposed ECM solution indicating the specification must be submitted with the bid document.*

## **4.2.2 Overview of the Implementation Services**

The scope of activities and services to be provided by the bidder as part of the ECM Implementation are expected to be the followings:

4.2.2.1 Solution development and implementation services;

4.2.2.2 Compilation of Scanning and Migration specifications;



- 4.2.2.3 Identification and approval of the scanning and migration approach;
- 4.2.2.4 Enhancement of the NHFC File plan;
- 4.2.2.5 Information Classification of relevant records;
- 4.2.2.6 Provision of Project Management services;
- 4.2.2.7 Provision of Change and Communication Management; and
- 4.2.2.8 Training and Support.

#### **4.2.3 Project Management services**

- 4.2.3.1 NHFC intends to complete the project of implementation of ECM and complete the solution deployment, within (6) months of signing the contract for implementation. The service provider is required to organise the project to ensure these timelines.
- 4.2.3.2 Deployment of resources to ensure that the project activities are carried out as per plan; and
- 4.2.3.3 Deployment of a project structure for effective monitoring, review and risk mitigation
- 4.2.3.4 Deployment of templates and standard accepting mechanisms for the project deliverables; and
- 4.2.3.5 The NHFC will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the project timelines and guided by the service provider where needed;

#### **4.2.4 Training and Support**

- 4.2.4.1 Training and mentoring to the satisfaction of the NHFC for all users in an effective manner.
- 4.2.4.2 Training of NHFC technical team;
- 4.2.4.3 Preparation of user manuals and training manuals with the provision for electronic manuals;
- 4.2.4.4 All relevant operations and reference manuals and other documentations needed to allow every element of software to be operated to its full potential, are to be provided to users.

#### **4.2.5 Users Base**

The proposed ECM solution and the implementation services are expected to cover the following user base of the organization.

Functions/divisions of NHFC	No. ECM users
Finance	10
Treasury	5
SCM	7
HR (Includes Facilities)	15
ICT	10

Grant Facilitation	22
Credit	14
Corporate Finance	3
Strategic Planning & Monitoring	8
Strategic Projects & Partnerships	7
Legal	4
CoSec	3
CEO office	2
Lending	13
EWR	4
CTCHC - subsidiary of NHFC	5
Fixed Terms contractors, all in Strategic Projects & Partnerships Department	17
<b>Current Total Number of Users</b>	<b>149</b>

## 5. CONTRACT TERM

NHFC intends to complete the project of implementation of ECM and complete the solution deployment and Go-Live, within (6) months of signing the contract for implementation. The service provider is required to organise the project to ensure these timelines. Duration of contract/ Service Level Agreement will be based on performance which will be reviewed on a monthly basis

## 6. ANTICIPATED PROJECT TIMELINES

An anticipated project timeline is provided to provide a sense of the scope of work. However, NHFC recognizes that once a service provider is selected, the desired milestone dates may shift and a detailed project schedule will be developed to meet the NHFC'S timeline as best as possible. To minimize risk, NHFC desires working with the service provider to determine the best roll out strategy. NHFC recommends rolling out the implementation using an iterative approach, however, will look to the service provider for best practices in reducing customer and employee impacts.

## 7. EXPERTISE AND CAPACITY

The minimum proficiency of the experts/resources: It is expected that the key resources to be deployed by the bidder would have the following minimum proficiency in the role they are proposed for the project.

7.1 Project Manager: Degree, Project Management Certification, Minimum seven (7) years of proven experience, working in the documents and records management field and with

experience offering Document and Record Management solutions, Document Scanning and Migration, and File plan enhancement services;

7.2 Suitably qualified and experienced Proposed Software implementation Specialist with a Diploma and minimum of Five (5) years' experience.

7.3 Suitably qualified and experienced Enterprise Content Management consultant, with a Diploma and Five (5) years' experience proven experience delivering similar project – Implement Document and Record Management solutions, Document Scanning and Migration, and File plan enhancement services

NB: Proposals should be able to not only provide what is mentioned above but also indicate areas of importance pertinent to the process.

## **8. PROJECT IMPLEMENTATION METHODOLOGY**

8.1 The service provider must provide a detailed description of their Project Management process and methodology in sufficient detail to convey to the NHFC that it is capable to implement its proposed service on time and on budget.

8.2 The methodology must indicate clear stage gates which require approval and signoff, triggering payment on completion of key milestones.

8.3 To provide project documentation, from Project initiation document, project plan, requirements analysis and documentation, deployment strategy, risk and issue register, training and skills transfer to NHFC personnel.

8.4 Critical activities of Implementation: While there are different techniques and tools available as a part of the methodology, the following are expected to be part of the implementation methodology to be adopted by the bidder.

- Workshops with different stakeholders for validating, capturing business requirements, creating awareness of best practices, communicating the changes, building consensus on process design, for signing off the deliverables etc. These need to be organised at different intervals and in different places throughout the duration of the projects as demanded by the context.

- Stakeholder consultation other than workshops, with those stakeholders who will be identified by NHFC, for the purpose of critical inputs, review, suggestions, process description etc.
- Review sessions with different stakeholders for signing off the deliverables, walking through the deliverables for facilitating quick understanding.

The above descriptions are not exhaustive, however indicative requirements.

## **9. PRESENTATION OF PROPOSAL**

The committee will invite each bidder to make a presentation to the NHFC at a date, time and venue determined by NHFC to make a presentation of their Technical Proposal. The purpose of such presentations would be to allow the bidders to present their methodology, unique capabilities if any, the project structure, the quality of the project team etc.

The presentation of the Technical Proposal should be made by the proposed project manager of the bidder for this Project of NHFC, with some of the key team members to support the project manager as part of the presentation team, instead of the sales representative or the senior executive of the organization.

The presentation of the technical proposal would also include the demonstration of the proposed ECM solution to highlight the technical requirements of NHFC and to validate the specific technical specifications. The bidders are expected to bear the cost of travel or any other associated cost incurred for the purpose of making these presentations.

## **10. CONTENT OF PROPOSAL**

**The Technical Proposal must include the following:**

- Company profile and relevant experience;
- Proposed methodology and approach to be used in keeping with the scope of work;
- Full and comprehensive description of similar work undertaken in the past 5 years;
- A list of client references where the bidder has successfully concluded similar work
- Composition of the project team [Abridged CV of each member of the proposed team (qualifications, experience, expertise etc.) and
- Submit project implementation plan for deployment.

## 11. EVALUATION CRITERIA

NHFC has set minimum standards (Criteria) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

### Criterion 1 – Pre-Qualification/ Compulsory Requirements

Bidders will first be evaluated in terms of the gatekeeper/minimum requirements on **page 6** of this document. All documents must be completed and signed by the duly authorised representative of the prospective bidder. During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

### Criterion 2 – Functionality

Functionality is worth 100 points. The minimum threshold is 75 points. Bidders who score less than 75 points on functionality will therefore be disqualified. Those who score more than 75 points will be further evaluated in terms of price and preference points (i.e. on the B-BBEE status level of contributor). The functionality evaluation is broken down as follows:

- i. Desktop Technical Evaluation – Bidders will be evaluated out of 85 points and are required to achieve minimum threshold of 65 points of 80 points.
- ii. Presentation and system demonstration – Bidders will be evaluated out of 15 points and are required to achieve minimum threshold of 10 points out of 15 points.
- iii. The overall combined score must be equal or above 80 points in order to proceed to Gate 2 for Price and BBBEE evaluations.

Functionality	Maximum Points Achievable	Minimum Threshold
<b>Desktop Technical Evaluation Details found in the below detailed functionality scorecard.</b>	85	65
<b>Presentation</b>	15	10
<b>OVERALL COMBINED POINTS</b>	100	75

Details of the functionality scorecard methodology presented above are outlined below

## Detailed Desktop Technical Functionality Evaluation Scorecard

DESKTOP TECHNICAL FUNCTIONALITY				
Item	CRITERIA	SUB CRITERIA	SCORES	TOTALWEIGHT
1.	<b>Organisational Experience</b>	<p>Bidders must provide proof of specific experience as defined under Section 7 of this document and submit references in respect of ECM related services undertaken.</p> <p>Bidder to submit the following, per project as proof:</p> <p>Signed reference letter no older than 5 with company logo/ company letterhead and contact details of the client company</p>	Five points for each signed reference letter submitted	<b>20 points</b>
2.	<b>Work Plan / Project Schedule</b>	<p>Score will be based on a project schedule (Gant Chart) that is realistic and meets the NHFC's timeline requirements (6) months</p> <p>Provide a project schedule that incorporates all the major milestones:</p> <ul style="list-style-type: none"> <li>• Requirements Gathering</li> <li>• Development</li> <li>• Testing</li> <li>• Data Migration</li> <li>• End-user Training</li> <li>• Post Go-Live Support</li> </ul>	<p>Score will be allocated for a Project Schedule according to the following:</p> <ol style="list-style-type: none"> <li>1. None of the listed Key Milestones, with activities indicated on the schedule are provided = <b>0 points</b></li> <li>2. (2 to 3) of the listed Key Milestones, with activities indicated on the schedule and aligned with the preferred duration of the project are provided = <b>5 points</b></li> <li>3. (4 to 5) of the listed Key Milestones with activities indicated on the schedule and aligned with the</li> </ol>	<b>25 points</b>

			<p>preferred duration of the project are provided = <b>15 points</b></p> <p>4. All listed detailed Key Milestones, with activities indicated on the schedule aligned with the preferred duration of the project, showing the critical path, proper sequencing of activities and clear understanding of the scope of Work = <b>25 points</b></p>													
<b>3.</b>	<b>Implementation approach and Methodology</b>	<p>Methodology should consist of the major milestones</p> <table border="1"> <tr> <td>Stage1</td> <td>Project preparation</td> </tr> <tr> <td>Stage 2</td> <td>Requirements/Blue print</td> </tr> <tr> <td>Stage 3</td> <td>Configuration/Realisation</td> </tr> <tr> <td>Stage 4</td> <td>Final preparation</td> </tr> <tr> <td>Stage 5</td> <td>Deployment/Go-live and support</td> </tr> <tr> <td>Stage 6</td> <td>Run</td> </tr> </table>	Stage1	Project preparation	Stage 2	Requirements/Blue print	Stage 3	Configuration/Realisation	Stage 4	Final preparation	Stage 5	Deployment/Go-live and support	Stage 6	Run	<p>1. None of the listed Stages with the scope of work are provided = 0 points</p> <p>2. (1 to 5) of the listed Stages are provided = 10 points</p> <p>3. All Stages are provided with:</p> <ul style="list-style-type: none"> <li>• Alignment to the scope of work</li> <li>• Functionality</li> <li>• Associated quality gates</li> <li>• Clearly defined Timelines</li> <li>• Highlighted risks</li> <li>• Mitigating measures</li> </ul> <p>= 15 points</p>	<b>15 points</b>
Stage1	Project preparation															
Stage 2	Requirements/Blue print															
Stage 3	Configuration/Realisation															
Stage 4	Final preparation															
Stage 5	Deployment/Go-live and support															
Stage 6	Run															
<b>4.</b>	<b>Experience of key personnel</b>	<p>Score will be based on average number of years for each level of experience of all personnel and qualifications - Bidders to submit abridged CV and</p>	<p><b>Project Manager</b></p> <p>7 years = 10 points  5-6 year = 5 points  1 = point</p>	<b>20 points</b>												

		<p>qualifications and should indicate the experience of proposed team</p> <p>NHFC reserves the right to phone the key personnel to validate the CV received.</p>	<p><b>Proposed Software implementation Specialist</b> 5 years = 5 points year = 1 point</p> <p><b>Record Management Consultant</b> 5 years = 5 points year = 1 point</p>	
<b>5.</b>	<b>Transfer of Knowledge</b>	Submit Skills transfer plan for champion users including Post implementation support with a dedicated contact person and helpdesk to assist resolve any technical issues.	<p>Skill Transfer Plan submitted = 5 points</p> <p>No Skills Transfer Plan=0 Points</p>	<b>5 points</b>
<b>Total score for Desktop Functionality Evaluation</b>				<b>85 Points</b>
<b>Presentation Evaluation</b>				
<b>Item</b>	<b>CRITERIA</b>	<b>SUB CRITERIA</b>	<b>SCORES</b>	<b>WEIGHT</b> <b>15 points</b>
1	Presentation	<p>A presentation and system demonstration not exceeding 90 minutes. Presentation should include the following:</p> <ol style="list-style-type: none"> <li>1. Presentation on technical proposal</li> <li>2. System demonstration</li> <li>3. Provide information on any value-added services that can be offered to the NHFC.</li> </ol>	Five (5) points each for each item in the sub criteria achieved.	
<b>Total score for Presentation Evaluation</b>				<b>15 Points</b>
<b>Total score (Desktop and Presentation)</b>				<b>100 points</b>



### Criterion 3– Price and Preference Evaluation

Bidders who score a minimum of 75 points will be further evaluated in terms of Price and Preference points (B-BBEE status level of contributor). As per the table below, price is evaluated over 80 points and preference points over 20:

<b>Price Assessment</b>	<b>80 Points</b>
TOTAL	
<b>Preferential Elements</b>	<b>20 Points</b>
B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	

## 12. CONTRACTING AND SERVICE LEVEL AGREEMENT

- 12.1 Upon award NHFC and the successful bidder will conclude a Contract/Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by NHFC more or less in the format of the Contract/Service Level Agreement.
- 12.2 NHFC reserves the right to accept or reject any or all amendments or additions proposed by a bidder in the Service Level Agreement if such amendments or additions are unacceptable to NHFC or pose a risk to the organisation.

## PRICING SCHEDULE

### Software Functionality & General Requirements.

Items	Functionality	Compliance Y/N	Comments
1.1	The solution must supports the capture of documents and records that are stored as single electronic files.		
1.2	The solution must support doc/x, xls/x, ppt/x, mpp, vsd/x, jpg, tiff, pdf/a, gif, dgm, png;		
1.3	The solution must support audio and video files like mp3, mp4;		
1.4	The solution must support and capture GIS files (ESRI Product) and agreements (For Example: PRG, DBF files, SHP files, xml, e.t.c.).		
2.1	The solution must integrate with MS Office and 365 including word, excel, outlook, PowerPoint, publisher, one-note);		
2.2	The solution must integrate with Adobe Acrobat Reader and Professional		
2.3	The solution should integrate screen capture using Microsoft snipping tool or Print Screen.		
3.1	The solution must allow multiple versions of documents;		
3.2	The solution must support the concept of 'check-in and check-out' for documents;		

<b>3.3</b>	The solution must allow configurable automatic check out of a document, whenever the document is opened.		
<b>3.4</b>	The solution must allow configurable automatic check-in of a document whenever the document is closed.		
<b>3.5</b>	The solution must allow to list the difference on the version of document if any records are modified.		
<b>4.1</b>	The solution must have an intuitive user friendly interface including drag and drop menus and toolbars and must be familiar windows interface.		
<b>5.1</b>	The solution should have preview functionality for documents and records, so the end user can identify the document type, format and a portion of the content before opening it;		
<b>5.2</b>	The solution should have file 'viewer' features including: zoom, pan, rotate;		
<b>5.3</b>	The solution should provide 'thumbnail' views of documents and records in a search result before invoking the native application to open the document.		
<b>6.1</b>	The solution must allow the end user to capture an email message including attachments		
<b>7.1</b>	The Solution to provide workflow (to route documents),		

8.1	The solution must be secure with encryption and decryption capabilities,		
9.1	The solution must maintain an audit trail of all activities by the end user for each document:		
9.2	The solution must have a reporting capability for authorized end users, to provide management and statistical reports on system activity		
10.1	The contractor must provide the support structure		
10.1	The solution should provide capability to take notes while in the field		
11.2	The solution must have the capability to read or view the document		
11.3	The solution should provide the capability to edit the document		
11.4	The solution must provide integration to capture records from different applications that are acquired from time to time.		

<b>12.1</b>	The solution must be able to search the file name when entered by the user in the interface		
<b>12.2</b>	The solution must be able to search the metadata		
<b>12.3</b>	The solution must be able to edit the metadata		
<b>12.4</b>	The solution must be able to have robust and intuitive search capabilities.		
<b>13.1</b>	The solution must require Divisional approval to be present prior to disposition taking Place		
<b>13.2</b>	The solution must allow a retention rule cut-off to be pre-defined event (possible event based retention rule):		
<b>14.1</b>	The solution must manage security groups based on end user roles within the ECM		
<b>14.2</b>	The solution must identify the access and rights of end users.		
<b>14.3</b>	The solution must share content with approved end users from across the organization.		

14.4	The solution must be able to add extra level of security to some documents as may be required by the needs of divisions and teams		
14.5	The solution must control what actions can be performed on which records – such as read, edit, update, metadata, preform administrative actions, etc.		
14.6	The solution must be able to provide restrictions on the ability to modify stored, declared records and their associated Metadata		
14.7	The solution must support the implementation of appropriate controls based on the security classification content (high, medium, low and unclassified information)		
12.8	The solution should be able to manage distribution groups or list by end user and by Group		
14.1	The solution must have pre-configured reports		
14.2	The solution must be able to permit the creation of user defined reports;		
14.3	The solution should have the ability to produce graphs and numerical Data		

<b>14.4</b>	The solution must have the ability to export to MS Excel format and PDF.		
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<b>7.2</b>	The solution must have a reporting capability for authorized end users, to provide management and statistical reports on system activity		
<b>7.3</b>	The solution must be compatible with TOMRMS as file classification structure.		
<b>8.1</b>	The contractor must provide the support structure depending on yearly subscription or on-demand		
<b>8.2</b>	The contractor must provide the hourly rate and/or yearly subscription fee along with what is included in each type of services;		
<b>9.1</b>	The solution should provide capability to take notes while in the field		
<b>9.2</b>	The solution must have the capability to read or view the document		
<b>9.3</b>	The solution should provide the capability to edit the document		



<b>9.4</b>	The solution must provide integration to capture records from different applications that are acquired from time to time.		
<b>10.1</b>	The solution must be able to search the file name when entered by the user in the interface		
<b>10.2</b>	The solution must be able to search the metadata		
<b>10.3</b>	The solution must be able to edit the metadata		
<b>10.4</b>	The solution must be able to have robust and intuitive search capabilities.		
<b>11.1</b>	The solution must require Divisional approval to be present prior to disposition taking place		
<b>11.2</b>	The solution must allow a retention rule cut-off to be pre-defined event (possible event based retention rule):		

12.1	The solution must manage security groups based on end user roles within the organization		
12.2	The solution must identify the access and rights of end users within the EDRMS		
12.3	The solution must share content with approved end users from across the organization		
12.4	The solution must be able to add extra level of security to some documents as may be required by the needs of departments and teams		
12.5	The solution must control what actions can be performed on which records – such as read, edit, update, metadata, preform administrative actions, etc.		
12.6	The solution must be able to provide restrictions on the ability to modify stored, declared records and their associated metadata		
12.7	The solution must support the implementation of appropriate controls based on the security classification content (high, medium, low and unclassified information)		

<b>12.8</b>	The solution should be able to manage distribution groups or list by end user and by group		
<b>13.1</b>	The solution must have pre-configured reports		
<b>13.2</b>	The solution must be able to permit the creation of user defined reports;		
<b>13.3</b>	The solution should have the ability to produce graphs and numerical data		
<b>13.4</b>	The solution must have the ability to export to MS Excel format and PDF.		

NAME OF BIDDER.....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

SECTION A			
Description	Quantity	Unit of Measure	Unit Price
1. Project Management Services	1	Lump sum	
2. Implementation of proposed software solution and post implementation support	1	Lump sum	
3. User Training and Train the trainer training (including documentation and manuals for End users)	140	Lump sum	
<b>Subtotal:</b>			

**Software Licences**

SECTION B			
Description	Quantity	Unit of Measure	Unit Price
1. Annual Software license subscription for organization	Year 1	Lump sum	
2. Annual Software license subscription for organization	Year 2	Lump sum	
3. Annual Software license subscription for organization	Year 3	Lump sum	
<b>Subtotal:</b>			

**TOTAL PRICE FOR BID(Section A and Section B): R**

\*all applicable taxes to be included

**Authorised name of Bidder:**

**Authorised Signature:**

**PART 2: RETURNABLE DOCUMENTS**

**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<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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<sup>1</sup> 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.

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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 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**

2.3.1 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 consortium<sup>2</sup> 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.

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<sup>2</sup> 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

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2.1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price PROPOSALS, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**5.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**6. SUB-CONTRACTING**

6.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.1.1 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 or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

**Designated Group: An EME or QSE which is at last 51% owned by:**

<b>EME</b>	<b>QSE</b>
√	√

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

OR

Any EME

Any QSE

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**7.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:.....

7.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

**RESOLUTION TO SIGN**

Signatory for companies shall confirm their authority thereto by either signing the below or attaching a duly signed and dated copy of the relevant resolution of the boards of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on .....

Mr/Mrs ....., whose signature appears below, has been duly authorised

to sign all documents in connection with the Bid for Contract No. ....and any Contract that may arise there from on behalf of (name of Bidder in block capitals) .....

.....

**SIGNED ON BEHALF OF THE COMPANY:**

**IN HIS/HER CAPACITY AS:**.....

**DATE:** .....

**SIGNATURE OF SIGNATORY:**.....

**WITNESSES:** 1. ....

2. ....

**PART 4: THE CONTRACT**

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

I hereby undertake to render services described in the attached bidding documents to NHFC in accordance with the requirements and task directives / proposals 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 date of the bid.

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

Bidding documents, viz

Invitation to bid;

Tax clearance certificate;

Pricing schedule(s);

Filled in task directive/proposal;

Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;

Declaration of interest;

Declaration of bidder's past SCM practices;

Certificate of Independent Bid Determination;

Special Conditions of Contract;

General Conditions of Contract; and

Other (specify)

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 services 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.

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 fulfilment of this contract.

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:.....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....

accept your bid under reference number .....dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

....



## GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT July 2010

#### 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 clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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 documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

Initial and Sign: \_\_\_\_\_

## TABLE OF CLAUSES

1. Definitions
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27. Settlement of disputes
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32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

Initial and Sign: \_\_\_\_\_

## General Conditions of Contract

### 1. Definitions

1. 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 purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier 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 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

**Initial and Sign:** \_\_\_\_\_

- 1.13 “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.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “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 supplier 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.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, 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 supplier covered under the contract.
- 1.25 “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.

Initial and Sign: \_\_\_\_\_

- 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 purchaser 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](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier 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 supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
  - 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
  - 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
  - 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

Initial and Sign: \_\_\_\_\_

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser 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 purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

Initial and Sign: \_\_\_\_\_

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 The goods supplied 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.

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier 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 supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

Initial and Sign: \_\_\_\_\_

- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied 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 supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, 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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

Initial and Sign: \_\_\_\_\_



- 17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments** 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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.
- 21.3 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.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier 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.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

Initial and Sign: \_\_\_\_\_

## 22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser 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 delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier 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 supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 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.

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

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

Initial and Sign: \_\_\_\_\_

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

23.7 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.

**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier 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.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier 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.

Initial and Sign: \_\_\_\_\_

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier 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.

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

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

27.5 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 purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

(a) the supplier shall not be liable to the purchaser, 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 supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, 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.

**29. Governing language**

29.1 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.

**30. Applicable Law**

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

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier 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 service of such notice

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.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

Initial and Sign: \_\_\_\_\_

32.3 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.

**33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive Practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Initial and Sign: \_\_\_\_\_

## **BID CONSENT FORM -PROTECTION OF PERSONAL INFORMATION**

1.1 The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“POPIA”) and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.

1.2. The Service Provider must only process personal information of the NHFC and third parties on behalf of the NHFC, with the NHFC’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.

1.3. Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the NHFC for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the NHFC or on behalf of the NHFC for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:

1.3.1. process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the NHFC or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information;

1.3.2. without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –

1.3.2.1. the unauthorised or unlawful processing of such Personal Information; and

1.3.2.2. the accidental loss or destruction of, or damage to, such Personal Information and ;

1.3.2.3. promptly notify the NHFC when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.

1.4. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.

1.5. The Service Provider must notify the NHFC immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the NHFC, at its own cost:

1.5.1. with any investigation or notice to the Regulator or data subjects that the NHFC may make in relation to a Data Breach; and

1.5.2. in responding to any directions by the Regulator to publicise the Data Breach, including assisting the NHFC to make public announcements if required.

1.6. The Service Provider indemnifies the NHFC against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

## **2. POPIA CONSENT**

2.1. The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:

2.1.1. The information is voluntarily supplied, without undue influence from any party; and

2.1.2. The information is necessary for the purposes of the engagement with NHFC.

2.2. The tenderer acknowledges that he /she is aware of his/her right to:

2.2.1. Access the information at any reasonable time for the purposes of rectification thereof;

2.2.2. Object to the processing of the information;

2.2.3. Lodge a complaint with the Information Regulator.

## **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT WE CONSENT TO THE ABOVE AS PER REQUIREMENTS OF THE PROTECTION OF PERSONAL INFORMATION ACT.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder