

NATIONAL HOUSING FINANCE CORPORATION (NHFC)

Invitation to Bid

Request For Proposal (RFP)

Bid Description: Provision of Vulnerability Assessments and Penetration Test Services

Tender Number: MM/01/2022



Issued by:
<p style="text-align: center;">NHFC 1st 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 11:00am (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	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: Bidders 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 13	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:	MM/01/2022	CLOSING DATE:	20 June 2022	CLOSING TIME:	11:00
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DESCRIPTION	PROVISION OF VULNERABILITY ASSESSMENTS AND PENETRATION TESTS SERVICES
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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:
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CONTACT PERSON	ANDA MAZIBUKO	CONTACT PERSON	MANDLA MBASANE
TELEPHONE NUMBER	011 644 9800	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Tenders02@nhfc.co.za	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 checked="" type="checkbox"/> YES ENCLOSE PROOF <input type="checkbox"/>	ARE YOU A FOREIGN BASED SUPPLIER FOR GOODS /SERVICES /WORKS OFFERED?	Yes No <input checked="" 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? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
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. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
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

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 SARS 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. SPECIAL 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) 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.
- (p) 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.
- (q) 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.
- (r) 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 11:00am via Zoom. Kindly see details below for access:

Herewith the Zoom Meeting invite

Join Zoom Meeting

<https://us02web.zoom.us/j/88165364959?pwd=MDINY1NYR1Y0dFhSVVZVcW1JNzRSdz09>

Meeting ID: 881 6536 4959

Passcode: 188430

10. SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked "Provision of Vulnerability Assessments and Penetration Test Services" The Bid must be deposited in the bid box at the below address:

1ST 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 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

Technical Enquires

Name: Mandla Mbasane

Email Address: 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

NHFC business model was historically based on providing bridging finance to contractors involved in the development of affordable housing, subsidy housing and community infrastructure. NHFC ventured into a new business stream of Programme Management to assist government at all spheres with delivery capacity support and initiatives to deal with a number of institutional capacity, process and systemic challenges affecting their performance in the delivery of sustainable human settlements.

Capacity constraints and challenges related to lack of technical skills and appropriate systems including poor budget management, poor management of housing programmes are some of the challenges facing human settlements provincial departments and municipalities.

NHFC is addressing these challenges with provincial departments, municipalities and the National Department of Human Settlements, through the Programme Management Portfolio designed to implement change initiatives aimed at responding to these challenges. This Portfolio has positioned itself as a national centre of excellence, looking at deploying project and programme management best practice interventions, delivery technologies, business engineering processes, reporting and tracking tools and system aimed at developing institutional capacity amongst provincial department and municipalities. As such, NHFC seeks to forge relationships with service providers / professional experts to support delivery of institutional capacity development programmes and housing construction support services within different provinces.

2. PROJECT BACKGROUND

For many organisations such as the NHFC, Cyber and Information Security represent one of the critical elements for both ICT and the business. NHFC has recognized the benefits of Cyber and Information Security in driving stakeholders' value. The organisation appreciates that it is important for it to understand and manage risks associated with ICT especially those linked to Cyber and Information security.

The need for the management of ICT-related risks and increased requirements for control over information are now understood as key elements of governance. One of the key areas in the operations of an ICT environment is to ensure that there are effective Vulnerability Assessment and Penetration

Tests services. Most organisations are facing a number of cyber-attacks in a form of ransomwares and general cybercrimes (especially for financial institutions such as NHFC).

In line with the NHFC's ICT strategy, these TORs are aimed at sourcing Vulnerability Assessments and Penetration test services to enable the organisation to proactively identify threats. This will enable the organisation to put measures in place that mitigate against the identified vulnerabilities and risks.

The benefits that will accrue to the NHFC with regard to the Vulnerability Assessment and Penetration Test services include:

- Detection of security weaknesses before attackers do;
- Testing of the NHFC's cyber security posture;
- Producing a list of vulnerabilities of devices;
- Producing a defined risk assessment for NHFC's network;
- Establishing security record with recommendations on how to mitigate against the identified risks; and
- Producing a plan for the risks vs. benefits of optimizing the NHFC's security investments.

Due to the rise of cyber security attacks that the organisations such as the NHFC face, it is becoming increasingly necessary to put controls that will allow for the prevention of attacks. One of the measures in the prevention of attacks is identifying control weakness in the systems such as the networks, applications and databases. Once weaknesses are identified the organisation can put in place measures to close or mitigate against them. The NHFC has identified as a business imperative activity. The approach that the NHFC will use in this regard is implementing Vulnerability Assessments and Penetration Tests in its ICT environment. These terms of reference seek to procure these services from the market for a period of three (3) years.

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 Vulnerability Assessments and Penetration Test 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 Vulnerability Assessments and Penetration Test 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

The Vulnerability Assessment and Penetration Test Services program must include the following in scope items:

- **NHFC Asset Discovery:** The ability to have a current, updated enterprise asset inventory is critical to the success of the NHFC Vulnerability Assessment program. The service provider is expected to assist the NHFC in the completion of an inventory and blueprint of the NHFC networked technology assets. This will be completed through a network discovery process, which is expected to produce a comprehensive inventory detailing the organization's services, workstations and network devices.
- **Vulnerability Assessment Scans:** The Vulnerability assessment services, and solution is expected to assist the NHFC in proactively closing any gaps and maintain a strong security environment for our systems, data, employees and clients. Data breaches are often the result of unpatched vulnerabilities or misconfigurations, so identifying and eliminating these security gaps, removes that attack vector.
- **Reporting:** Vulnerability Assessment Solution needs to provide both summary and high-level reports to enable remediation. These reports assist the ICT department in identifying and tracking security issues in all phases of the cyber exposure lifecycle, translating raw security data into a common language for communicating risk back to the organization.
- The NHFC Vulnerability Assessment solution must provide capabilities to produce detailed reports that must include date of vulnerability discovery, score of the based on common vulnerability and exposures, detailed description of vulnerabilities.
- **Support:** The bidder is expected to provide support of the vulnerability services software over a period of **36** months.
- **Penetration Tests:** The service provider is expected to include the performance of Penetration testing of all public facing systems. This will be handled on a case by case during scoping sessions for penetration testing. **Three (3)** Penetration tests will be performed every year, for a period of 36 months.

The project will include the following:

- Delivery, configuration, deployment and operation of the Vulnerability Assessment and Penetration Testing Services;
- Provide an implementation plan covering service, deliverables and skills;

- A centralized operational reporting and administration web interfaces for administration, configuration, reporting and workflow;
- Comply with internal policies and audit controls;
- Provide Change Management service to the NHFC; and
- Training of NHFC personnel.

The project is expected to deliver the following:

NO	DESCRIPTION
	BUSINESS REQUIREMENTS
1.	<p>The proposed solution should have automated asset discovery capabilities for the following assets.</p> <ul style="list-style-type: none"> • Servers • PC's and Laptops • Network devices
2.	<p>The solution should provide an ability to scan the network for vulnerabilities using:</p> <ul style="list-style-type: none"> - Authenticated Scan: authenticated scan is a vulnerability scan that is performed by an authenticated user– a user with login credentials with capabilities to run deep scanning; and - Non-authenticated Scan: non- authenticated scan performs a vulnerability scan by not using usernames or passwords during the scanning which has capabilities to detect expired certificates, unpatched software, weak passwords, and poor encryption protocols.
3.	Vulnerability scanning on all Network Devices including Cloud implementation.
4.	Uncover all application vulnerabilities but not limited to, cross-site scripting, command injections, code injections, misconfigurations, insecure cookies and flaws.
5.	The solution must have the functionality to search for vulnerabilities and assign a risk score continuously.
6.	Deliver alerting capabilities for when a scan reveals new security risks and vulnerabilities on the NHFC ICT infrastructure.
7.	Provide capabilities to identify false positives vs real vulnerabilities.
8.	Provide a solution that has capabilities to monitor vulnerabilities introduced by applications installed on NHFC infrastructure components such as laptop computers.
9.	Provide allowance for flexible vulnerability assessment schedules.
10.	The solution must be able to provide a holistic view of the environment where the NHFC ICT team is able to drill down at any stage to explore:

	<ul style="list-style-type: none"> • Assets; • Vulnerabilities; • Exploits; • Policies.
11.	The vulnerability management solution should also be setup to allow NHFC Personnel to run ad- hoc vulnerability scans on the environment, to scan new devices, web applications and systems.
12.	Provide penetration testing services for NHFC infrastructure that include: <ul style="list-style-type: none"> • Internal Network (LAN); • Externally facing Public IP addresses and systems; and • NHFC Websites, both Cloud hosted and internally hosted.
13.	The services must support standard and customized reporting functionality for penetration testing related reports.
14.	Provision of reporting capabilities with a dashboard that highlights the risk scores (high, medium-high, medium-low, and low) for all vulnerabilities but also provide the NHFC with an overall risk score based on the volume and severity of vulnerabilities found within the network, applications, and ICT assets and devices.
15.	Reporting function of the solution must have the following reports but not limited to: <ul style="list-style-type: none"> • Automated and comprehensive devices discovery report; • Scheduled comprehensive vulnerability scanning reports; and • Dashboards reports.
16.	The Bidder must be proficient in information security with an excellent knowledge and practice of ICT Vulnerability Assessment and Penetration testing.
17.	The Bidder must provide advisory services on the remediation of vulnerabilities strategies.
18.	The bidder must supply, install, customize, integrate, test and troubleshoot the tools in scope for vulnerability and penetration testing services.
19.	The Bidder should supply, install, customize, integrate, test and troubleshoot the tools in scope for vulnerability assessment and penetration testing services.
TECHNICAL REQUIREMENTS	
20.	The Vulnerability Assessment solution must be able to integrate with SIEM and ticketing system.
AUDIT REQUIREMENTS	
21.	Keep an audit trail of all vulnerabilities and applied remediation steps.

5. PROJECT DESIGN

5.1. Methodology and approach

The NHFC recognises the extent of the scope of work that the vendor will be engaging in to implement the technical architectural design and implementation of the desired solution. The NHFC further recognises the importance of employing the correct delivery model from the onset. This will ensure that there is proper planning, phase identification and prioritization, improved coordination; reduced risk and the eventual execution is seamless.

The service provider must provide Project Management Services for the full implementation of the solution. The Bidder must also provide detailed description of their Project Management process/ methodology in sufficient detail to convey to the NHFC that it is capable of implementing its proposed service on time and on budget. The methodology must indicate clear stage gates which require approval and signoff, triggering payment on completion of key milestones.

The NHFC expects the service provider to provide project documentation, from Project initiation document, project plan, requirements analysis, system architecture, solution documentation and design documents, test plans, training and technical documentation. The Bidder shall clearly specify the proposed approach, methodology and plan for the implementation of the Vulnerability Assessment and Penetration Testing Services.

These include but are not limited to the following:

- Delivery, configuration, deployment and operation of the Vulnerability Assessment and Penetration Testing Services;
- Provide an implementation plan covering service, deliverables and skills;
- A centralized operational reporting and administration web interfaces for administration, configuration, reporting and workflow;
- Comply with internal policies and audit controls;
- Provide Change Management service to the NHFC; and
- Training of NHFC personnel.

6. CONTRACT TERM

The successful bidder will be appointed for a period of thirty-six (36) months or three (3) years. Duration of contract/ Service Level Agreement will be based on performance which will be reviewed on a quarterly basis.

7. PROJECT MANAGEMENT ARRANGEMENTS

7.1 Management

- The NHFC will appoint the service provider in line with its SCM Policy;
- The NHFC will manage and oversee the project and establish a Project Steering Committee for this purpose;
- The Service Provider will be expected to present the inception report, project plan, draft project report to the Project Steering committee and other relevant stakeholders. Thereafter, the service provider will incorporate comments and inputs before presenting the final project report;
- Supplier performance will be conducted in line with SCM policy and National Treasury Regulations.

8. PROJECT REQUIREMENTS

Interested service providers are directed to submit a written proposal to NHFC and the proposal must cover in general the following areas:

- Methodology reflecting an understanding of requirements and how this project will be executed and in addition, reflect the following:
 - ✓ knowledge of business processes i.e. banking business processes/home loan market;
 - ✓ human settlements sector knowledge and expertise,
 - ✓ systems engineering, concepts, and principles,
 - ✓ complex modelling techniques, technical writing and analytical and expertise.
- Project relevant experience of the company (track record), with examples of prior similar research delivered to clients. References on client head must be submitted. NHFC reserves the right to ask for samples of reports on previous work delivered.
- Capacity to undertake the project., as shown by the combined experience of the project team, including project leader, in similar type of project, References contact details must be provided and NHFC reserves the right to verify information in the CV.
- Relevant academic qualification(s) of the Project Team Leader to be deployed in the execution of this project.

9. 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. Bidders who do not fulfil all the requirements or do not submit the required documents may be disqualified for non-submission of any of the documents will not proceed to the next phase of functionality. Those who fulfil all the requirements or have submitted the required documents will be further evaluated on functionality.

Criterion 2 – Functionality

Functionality is worth 100 points. The minimum threshold is 70 points. Bidders who score less than 70 points on functionality will therefore be disqualified. Those who score more than 70 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:

No	Criteria	Indicate Section in Proposal	Total Weighted Points
1.	METHODOLOGY AND APPROACH Bidder to provider Programme Management Plan and Illustrate capability to meet required Scope of Work		Total Points- 45
1.1	<p>Programme Management Plan (Total Sub- Criteria Points = 25 Points)</p> <p>The proposed programme management plan must include details on the following:</p> <ol style="list-style-type: none"> 1. Programme Methodology (including Programme Management & Governance, Change Management and Risk Management) to cover the following: = 5 Points <ul style="list-style-type: none"> • Vulnerability Assessments. • Penetration tests. 2. NHFC services offering Readiness Assessment (with recommendations). =5 Points 3. NHFC services Roadmap. = 5 Points 4. Implementation Plan (including migration): = 5 Points <ul style="list-style-type: none"> • How the penetration tests will be conducted and frequency thereof; • How scanning will be done for servers, pc's, desktops and network devices. 5. Post Implementation - stabilisation, service delivery and support including: = 5 Points <ul style="list-style-type: none"> • Managed services life cycle; • Auditing requirements/plan. 		
1.2	<p>Compliance to the NHFC Vulnerability Assessment and Penetration Testing Services Solution Requirements (Total Sub- Criteria Points = 20 Points)</p> <p>Bidder must illustrate current capability and capacity to meet NHFC Vulnerability Assessment and Penetration Testing Services Requirements:</p> <p>Vulnerability Assessment and Penetration Test Services Scope Item = 5 Points</p> <p>Business Requirements (Section 4) = 5 Points</p> <p>Technical Requirements (Section 4) = 5 Points</p> <p>Auditing requirements (Section 4) = 5 Points</p>		

2.	KEY PERSONNEL		Total Points- 25
2.1	<p>Bidder to provide Copy of CV of Technical Lead indicating number of years of experience in implementing Vulnerability Assessment and Penetration Test services related programmes. The minimum qualification is Diploma in ICT.</p> <ul style="list-style-type: none"> • More than 6 years of experience = 10 Points • Five (5) to (6) years of experience = 5 Points • Less than five (5) years of experience = 0 <p>Detailed CV should indicate client, programme implemented, budget, start and end date, relevant service offerings and client contact details.</p>		
2.2	<p>Organogram of the support team (Vulnerability Assessment and Penetration Test services). Each team member must have a minimum of Diploma in ICT. The minimum number of team members is two (2), excluding Technical Lead.</p> <ul style="list-style-type: none"> • More than 10 years of average combined team experience = 15 Points • Seven (7) to (10) years of average combined team experience = 5 Points • Less than five (7) years of average combined team experience =0 		
3.	PAST RELEVANT EXPERIENCE		Total Points- 20
3.1	<p>Please provide four (4) reference letters, within the last five (5) years, from the respective customers on their letterheads CONFIRMING IMPLEMENTATION of Vulnerability Assessment and Penetration Testing Scope Services. The letters SHOULD INCLUDE the company name, company letterhead, the services offered, contact person, and contact details (numbers and email addresses) and be signed.</p> <p>The score will be 5 points for each Reference Letter Submitted.</p>		
3.2	Bidder that does not submit required reference letters – 0 Points		

4.	TRAINING		Total Points -10
4.1	Bidder to indicate how they will train the NHFC staff members (Training Plan) =10 Points		
4.2	Bidder does not indicate how they will train the NHFC staff members (Training Plan) =0 Points		
Total			100 Points
Minimum qualifying threshold			70 Points

Criterion 3 - Price and Preference Evaluation

Bidders who score a minimum of 70 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:

Price Assessment	80 Points
TOTAL	
Preferential Elements	20 Points
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	

10. SERVICE LEVEL AGREEMENT

10.1 Upon award NHFC and the successful bidder will conclude a 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 Service Level Agreement.

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.

11. PRICING SCHEDULE

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

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

No	SERVICE	Time lines	Hourly rate	AMOUNT (INCL VAT)	COMMENTS
1.	Licenses for Vulnerability Assessment Solution (36 months)				
1.1	License amount for year 1.	N/A	N/A		
1.2	License amount for year 2.	N/A	N/A		
1.3	License amount for year 3.	N/A			
2.	<p>Vulnerability Assessment Solution installation on a server to include customising, integration, testing and troubleshooting the tools in scope for vulnerability assessment, in line with section of this tender document methodology and approach (1.1 and 1.2).</p> <p><i>The above exercise should not take more than 30 days.</i></p>	30 days			
3.	<p>Vulnerability Assessment Software Support (36 months)</p> <p><i>Indicate the number of hours required per month to support the solution. Please</i></p>				

	<p><i>indicate it under column section of this table.</i></p> <p><i>Indicate whether hours not used in a particular month can be carried over to the next month. Please indicate it under comments column of this table.</i></p>				
3.1	Support Amount for year 1.	Three (3) hours per month			
3.2	Support Amount for year 2.	Three (3) hours per month			
3.3	Support Amount for year 3	Three (3) hours per month.			
4.	Nine Penetration Tests Per annum over 36 months (with reports)				
4.1	Three penetration tests for year 1.				
4.2	Three penetration tests for year 2.				
4.3	Three penetration tests for year 3.				
5.	Training for two NHFC resources.	Two (2) hours per month for six months			
6.	Totals				

TOTAL PRICE FOR BID: 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 interest¹ 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.

Full Name	Identity Number	Name of State institution

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

2.2 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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:

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

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

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

EME	QSE
√	√

- 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 Numberat 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

WITNESSES	
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 numberdated..... 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 ATON.....

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
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
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
- 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.

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- 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.

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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.

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- 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.

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- 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.

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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.

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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.

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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.

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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.

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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