

NATIONAL HOUSING FINANCE CORPORATION (NHFC)

Invitation to Bid

Bid Description:

APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION OF A STRATEGIC INVESTMENT CASH SWEEP SOLUTION

Tender Number:

OM01/06/2026



Issued by:
<p>NHFC 90 Grayston Drive 5th Floor, 90 Grayston Sandton</p>

Full Name of Bidding/Tendering Entity: _____

Contact Person: _____

Tel Number: _____

Advert Date: 08 June 2026

Non-Compulsory Briefing Session: 17 June 2026 at 11:00 **(Virtually on MS Teams)**
Meeting ID: 379 583 002 177 511
Passcode: Dx25PT6u

Closing Date and Time: 01 July 2026 at 11:00 **(No Late bids will be accepted)**

Bid enquiries: Tenders01@nhfc.co.za

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 A	Separate Excel sheet demonstrating how the current cash sweep process works for bidders’ understanding and context	
Annexure 1	Tax Compliance Status Pin	
Annexure 2	Copies of Company Registration Documents	
Annexure 3	Copy of Valid B-BBEE certificate or Sworn Affidavit.	
Annexure 5	Current Central Supplier Database Report Copy	
Annexure 6	SBD 1: Invitation to Bid	
Annexure 7	Pricing Schedule	
Annexure 8	SBD 4: Bidder’s Disclosure	
Annexure 9	SBD 6.1: Preference Point Claim Form in Terms of Preferential Procurement Regulations 2017	
Annexure 10	SBD 7.2 Contract Form Rendering of Services	
Annexure 11	Resolution to Sign	
Annexure 12	Signed or Initialled General Conditions of Contract (GCC)	
Annexure 13	One (1) original hard copy and a soft copy of the RFP (USB) must be submitted in a sealed envelope, appropriately addressed.	
Annexure 14	Protection of personal information Consent Form	
Annexure 15	Consent For Credit and World Checks (Form 1,2,3,4)	

Note: To help understand the Terms of Reference we have attached separate from this document an Excel Sheet

Annexure A	Separate Excel sheet demonstrating how the current cash sweep process works for bidders’ understanding and context
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1. OVERVIEW OF THE BIDDING PROCESS

The bidding process shall comprise of 5 main phases:

- (a) **Phase 1: Mandatory Evaluation** - Bidders must submit a valid OEM partnership certificate as proof that they are authorised and certified partners of the OEM.
- (b) **Phase 2: Administrative Requirements** - which involves completing and submitting certain documents/information which will be considered when evaluating the proposal.
- (c) **Phase 3: Functionality qualification phase** – Bidders are required to score a minimum of **70 out of 100 points** to qualify for the next evaluation phase.
- (d) **Phase 4: Presentation Phase** - Only bidders who meet the minimum functionality threshold will be required to present. The presentation will be evaluated out of 30 points. To proceed to the next evaluation phase, bidders must score a minimum of 18 points.
- (e) **Phase 5: Evaluation based on the Price and Preference Points** - Bidder will be subjected to the Preferential Procurement Framework Act.

2. TENDER CONDITIONS

- This bid is subject to the Preferential Procurement Policy Framework Act 2000, the general conditions of contract (GCC) and, if applicable, any other legislation or special conditions of contract.
- The lowest or any bid will not necessarily be accepted.
- NHFC reserves the right to reject the 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.
- 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.
- The bidder is subjected to a due diligence process which includes, screening, vetting, and/or any best practice necessary for the NHFC to comply with legislation and its Policies and Procedures. Due diligence and PEP checks will also be conducted on the successful bidder.
- The NHFC reserves the right to disqualify a bid if the bidder fails to provide reasonable request (s) for documentation/information which the NHFC in its sole digression deems necessary within reasonable timelines, this includes the set deadline per request,
- Bid rigging/collusive behaviour by the bidder will result in disqualification. A bidder is not permitted to submit a proposal from more than one registered company with a common director/shareholder.
- The NHFC deems the Bidder has read and accepted the General Conditions of Contract.
- Bidders must submit the bid in a hard copy format. The soft copy of these original sets of bid documents serves as the legal bid contract document and the master record between the bidder and the NHFC.
- In the event of any discrepancy between the evaluation copies and the master (original Hard copy) record, the master record will supersede the soft copy. Any discrepancy between the original sets deposited to the NHFC and that kept by the bidder, the original set deposited with the NHFC is the master contract for both parties.
- The NHFC undertakes to pay out within 30 days from issuance of substantiated invoices issued in terms of this appointment (Payment schedule as defined in the service level

agreement). No payment will be made on outstanding information not submitted by the service provider. Service provider must maintain an updated tax compliant status for the duration of the contract.

- The cost of compiling a Proposal is and remains the prospective service provider's own cost and will not be paid for by NHFC.
- The successful bidder (s) will be required to sign a Service Level Agreement (SLA), in terms of which the service provider's performance will be measured and managed.
- NHFC has zero tolerance for reputational harm. The bidder hereby gives consent to the NHFC to conduct background checks on the bidding entity and any of its directors / partners / trustees / shareholders /members/employees. The NHFC reserves the right to consider the information arising from such background check as part of the tender evaluation process.
- The NHFC reserves the right to reject submitted proposal(s) if it discovers that the bidder (or its directors/members) has any serious adverse reports, whether confirmed by a court or not, such as:
 - Being cited as aiding and abetting state capture,
 - Involvement in fraud and / or corrupt activities;
 - Misrepresenting audit outcomes of an organisation;
 - Listed on the National Treasury restricted database;
 - Being under investigation or facing allegations that may result in criminal charges;
 - or
 - Any report as a result of which the NHFC may suffer reputational harm in any way by doing business with the bidder.

SBD 1 INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NHFC SOC LTD.					
BID NUMBER:	OM01/06/2026	CLOSING DATE:	01 July 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION OF A STRATEGIC INVESTMENT CASH SWEEP SOLUTION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
90 Grayston Drive, 5th Floor 90 Grayston Building , Sandton					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Khensani Zungu		CONTACT PERSON		
TELEPHONE NUMBER	060 994 2863		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders01@nhfc.co.za		E-MAIL ADDRESS	tenders01@nhfc.co.za	
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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 /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
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

<p>BID SUBMISSION:</p> <p>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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. PRE-QUALIFICATION PHASE

a. MANDATORY REQUIREMENTS

Bidders must submit a valid OEM partnership certificate as proof that they are authorised and certified partners of the OEM.

3. ADMINISTRATIVE COMPLIANCE REQUIREMENTS

- a) Submission of the following Signed and Completed Standard Bid Documents (SBD) Forms
 - SBD 1: Invitation to Bid;
 - SBD 4: Bidders Disclosure;
 - SBD 6.1: Preference Points Claim Form in terms of preferential procurement;
 - SBD 7.1: Contract Form - Purchase of Goods/Works;
- b) Tax Compliance Status Pin (TCS Pin);
- c) Copy of Valid B-BBEE Certificate/ Sworn Affidavit (B-BBEE certificate issued by a SANAS accredited agency and the Sworn Affidavit signed by a commissioner of oaths and deponents);
- d) Proof of Company Registration;
- e) Identity Documents of Directors;
- f) Current Copy of Central Supplier Database (CSD) Report;
- g) Signed or initialled General Conditions of Contract (GCC);
- h) Protection of personal information Consent form;
- i) Consent For Credit and World Checks (form 1,2,3,4);

NB: if the bidder failed to comply with any of the Administrative Compliance Requirements, or if the NHFC is unable to verify whether the Administrative Compliance Requirements are met, then the NHFC reserves the right to:

- Accept the bid for evaluation on condition that the bidder submits within 7 working days any supplementary information to achieve full compliance on Administrative Compliance Requirements. Please ensure that the submitted information is clear, concise, and directly addresses the specified criteria. Failure to provide the requested information by the deadline will result in your bid not being evaluated.

All forms, annexures and addendums shall be signed and completed and returned with the Bid Document as a whole. The lowest or any Bid will not necessarily be accepted.

4. BID DOCUMENT

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

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

All Bids must remain valid for a period of **120 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. 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.

8. SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly labelled ***Appointment of a Service Provider for the Implementation of a Strategic Investment Cash Sweep Solution***. The Bid must be deposited in the bid box during normal office hours viz. 08:30 – 16:30 Mondays to Fridays at the below address:

90 Grayston Drive
5th Floor 90 Grayston Building
Sandton

9. CLOSING DATE AND TIME

Bid should reach the above address for submission by no later than **11:00 a.m. on 01 July 2026**. No late bids will be accepted or considered.

10. 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: Khensani Zungu

Work Number: 060 994 2863

Email address: Tenders01@nhfc.co.za

11. 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 preference points as a legal entity, provided that the entity submits the required proof for claiming preference points.
- (f) A trust, consortium or joint venture will qualify for preference points as an unincorporated entity, provided that the entity submits the required proof for claiming preference points as if they were a group structure.

12. THE JOINT VENTURE/CONSORTIUM AGREEMENT MUST CONTAIN THE FOLLOWING: -

Who the managing member will be?

Who the signatory of authority will be?

How the joint venture/consortium share of profit will be split.

The bank account details where payments will be deposited into.

The agreement must be signed by all parties.

The agreement must be certified by a Commissioner of Oaths.

The postal and physical address where all correspondence will be sent to.

TERMS OF REFERENCE

1. INTRODUCTION

The NHFC, is a public entity listed as a Schedule 3A of the Public Finance Management Act (PFMA) of 1999 (as amended). The entity was established by the National Department of Human Settlements (NDOHS) as a development finance institution (DFI) in 1996, with the mandate of broadening access to affordable housing for the low- and middle-income households. NHFC as a national public entity adheres to the regulatory framework of the Public Finance Management Act (PFMA) of 1999.

The NHFC operates largely as a wholesale funder providing funding in the affordable housing market through a network of clients that include social housing institutions, property developers and investors, contractors as well as non-banking financial retail intermediaries. In addition, it facilitates national implementation of a housing subsidy programme on behalf of the Department of Human Settlements which is focused on providing a subsidy for aspiring first time homeowners, known as the First Home Finance Programme. The entity also provides programme management services to augment capacity of provincial and local government in the implementation of various housing programmes. The company operates nationally mostly through intermediaries operating in the four (4) main financing channels, namely, the residential developer financing channel, the Social Housing institution /Other Delivery Agents (ODAs) financing channel, the contractor financing channel as well as the incremental housing intermediary financing channel. In addition to providing loans to its intermediary partners, the company also provides other forms of funding in the form of strategic investments such as equity and quasi equity to certain niche businesses in the affordable housing value chain.

2. BACKGROUND AND PURPOSE

The loan management systems currently in operation at NHFC are not fit to fully support the breadth and complexity of the organisation's lending products. Specifically, the systems are designed primarily to process Senior Debt loan facilities with traditional straight-line amortisation structures and lack the functionality required to administer more complex lending instruments.

The current systems do not support the processing and management of:

- Subordinate or Junior Debt facilities
- Mezzanine financing structures
- Quasi equity loan instruments
- Blended finance products comprising multiple funding components
- Cash sweep mechanisms and dynamic repayment structures

As a consequence, NHFC faces significant operational constraints in administering non standard loan structures, often requiring manual workarounds or parallel processes. This increases operational risk, limits automation, impacts reporting accuracy, and constrains the organisation's ability to efficiently scale or innovate its lending products.

Furthermore, the fragmentation of loan management systems by product inhibits holistic portfolio visibility, complicates system support and maintenance, and introduces inefficiencies from a technology governance and cost perspective. The organisation currently offers various lending facilities, as outlined below, together with background on the full range of product offerings.

2.1. NHFC Product Offering

All loans must have a facility to allow for moratoriums on repayments of capital, interest or both. These may be loaded on initiation of the loan, or as part of a restructuring later. The table below provides a list of NHFC Product Offerings:

Product Offering	Description	Loan Type
Bridging finance	<ul style="list-style-type: none"> • Short term loan term from 3 months to 1 year • Interest rate linked to prime • Facility fees • Disbursement fees • Penalty interest chargeable for late payments • Maximum loan amount and maximum disbursements need to be recorded • Loan amount is disbursed in more than one payment, each of which has a term. • Usually secured by a certificate of completion 	Senior Loan with straight-line amortisation
Long term mortgages	<ul style="list-style-type: none"> • Long term loan up to 30 years • Interest rate linked to prime or JIBAR • Penalty interest charged on late payments • Facility fees • Disbursement fees • Maximum exposure amount set • Loan amount is disbursed in more than one payment, with the total loan having a term • Usually secured by a first covering mortgage bond. 	Senior Loan with straight-line amortisation
Wholesale loans	<ul style="list-style-type: none"> • Term from 1 to 5 years • Interest rate linked to prime or JIBAR • Facility fees • Disbursement fees • Penalty interest chargeable for late payments • Maximum loan amount and maximum disbursements need to be recorded • Loan amount is disbursed in more than one payment, each of which has a term. • Usually secured by a cession of debtors' book and bank account 	Senior Loan with straight-line amortisation
Other Financing Instruments	<ul style="list-style-type: none"> • Mezzanine debt ranking below senior loan' • Junior debt ranking below senior loan and mezzanine loan; 	Subordinated Debt/Loan with Cash Sweep amortisation

2.1.1. Product categories

- a) The following are the current product categories, any of whom may use any type of loan. New categories may be added from time to time.
- b) Social Housing: NPC;
- c) Social Housing: ODA;
- d) Private Rental Housing- Open Market;
- e) Private Rental Housing- Student Accommodation;
- f) Affordable Housing;
- g) Subsidy Housing; and
- h) Incremental Lending.

2.1.2. Business Area

- a) The following Business Areas are impacted by the solution that this project is expected to deliver:

Business Area	Business Area Name
BA_01	Strategic Investments
BA_02	Finance
BA_03	Credit

- b) The following Business Processes are within the context of the solution:

Business Process	Business Process Name	Impact of the Change
BP_01	Lending Application Process	The current lending application process will remain as is
BP_02	Loan Facility Approval Process	The existing credit assessment process will remain unchanged
BP_03	Approved Loan Facility Activation Process	The project aims to implement a solution that will enhance the process of loading the new loan facility in the system to include the loading of a combination of both Senior Debt and quasi equity (Mezzanine debt; junior debt; preference shares) and providing capabilities for enabling the Cash Sweep instrument. The Cash sweep is a mechanism that will be used to sweep a percentage of the funds available after they have serviced the Senior debt repayment due in line with the amortization schedule and have serviced all their monthly operational expenses. This is aimed at

		assisting the NHFC with the collection of repayments towards settling the quasi equity (Mezzanine debt, Junior debt, preference shares)
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3. SOLUTION OBJECTIVE AND SCOPE

In response to the current lending platform challenges, NHFC seeks to enhance one of its existing loan management systems to address the identified functional gaps. The objective is to enable the selected system to support a broader range of lending instruments and repayment mechanisms while leveraging existing platforms and minimising disruption to the current operating environment.

The Cash Sweep capabilities delivered through the successful implementation of these enhancements must apply across all product types within the NHFC value chain. The solution must enable NHFC to achieve the following objectives:

- Reduce operating costs
- Improve efficiency in post-investment monitoring
- Eliminate errors
- Reduce processing time
- Reduce business risk

The existing Loan Management Systems (LMS) do not support instruments with a cash sweep. The solution must therefore fully provide the following functionality:

- Blended instrument loading to support both straight-line amortised loans and cash sweep amortisation
- Automated cash sweep logic, as illustrated in the attached Excel spreadsheet demo
- Custom repayment schedules, as illustrated in the attached Excel spreadsheet demo
- Loading of margin with a step-up functionality, as illustrated in the attached Excel spreadsheet demo
- Loading of base rate, whether fixed or variable
- Loading of cash sweep percentage and client bank account or management accounts
- Loading of forecasted repayments, as illustrated in the attached Excel spreadsheet demo
- Rules that select the lower of the forecasted repayments and the realised cash sweep applied to the client bank account or management accounts as the collection amount for that period
- A rule that automatically changes the tenure of the instruments in line with the realised cash sweep or repayment and recalibrates forecasted payments accordingly, as illustrated in the attached Excel spreadsheet demo

3.1. Business Problem, Needs and Opportunities

NHFC offers a diverse portfolio of financing solutions, including a combination of senior debt, equity, and quasi-equity. The organisation is in the process of implementing collections and post-monitoring processes to support the repayment of quasi-equity instruments using a cash sweep amortisation schedule, such as mezzanine debt and junior debt. However, the existing Loan Management Systems do not provide the functionality required to load cash sweep instruments, process repayments, or monitor these facilities effectively. As a result of these functional gaps,

Strategic Investments and other involved divisions have developed an Excel-based model that is currently used to forecast quasi-equity repayments and apply the cash sweep instrument to automatically sweep funds towards the repayment of quasi-equity instruments, including mezzanine and junior facilities. For the bidders' understanding and context, Annexure A has been provided to demonstrate how the current cash sweep process works. Annexure A is attached separately from this Terms of Reference as an Excel sheet.

The business has identified the need for capabilities that can replicate the logic currently used in the Excel model, including the allocation of rules between senior debt and quasi-equity instruments such as mezzanine debt, triggers for cash sweep events, automated cash sweep calculations, repayment instructions, repayment prioritisation and structured sequential distribution of cash flows, closing balance calculations, and tenure recalculation. The business therefore requires a solution that is fit for purpose, meets the needs of various stakeholders, integrates effectively with other systems, and conforms to the required quality standards.

To address this gap, the organisation seeks to enhance and augment one or more of the existing systems illustrated in Tables A and B so that the selected system or systems can support the loading and processing of cash sweep quasi-equity instruments, such as mezzanine debt structures with cash sweep amortisation, for the purpose of collecting and monitoring repayments. Cash sweep quasi-equity instruments, such as mezzanine debt, often involve complex structuring and monitoring requirements, which create a need for customisable modelling tools that include automated business rule-based cash flow distribution, interest calculations, and risk-adjusted return tracking. The enhancement of the current system is expected to replicate and automate the existing Excel-based forecasting model, thereby improving operational efficiency, enabling real-time monitoring, and increasing transparency.

Table A

Product Offering	Current System	Service Provider	Software Platform	OEM/Partner	Technical Architecture & Infrastructure	Database Technologies / Data model	Licences & Hosting	Intergration
Affordable Housing	LMS-CRM	Astech	Sage CRM	Sage	Windows Server 2012 R2 X64	SQL Server 2012	Vmware private hosting 35 user licenses renewable on an annual basis	Vodacom Bulk SMS API
Social Housing	Credit Ease	Ke Concepts	Credit Ease	Ke Concepts	Windows Server 2008 R2	SQL Server 2008 R2	Vmware private hosting per user licensing model renewable on an annual basis	No
Incremental Housing	Kredits	Kredits	Microsoft Access	Kredits	Windows Server 2019 STD	Microsoft Access	Vmware private hosting per user licensing model renewable on an annual basis	No
Private Rental & Student Accomodation	Credit Ease	Ke Concepts	Credit Ease	Ke Concepts	Windows Server 2008 R2	SQL Server 2008 R2	Vmware private hosting per user licensing model renewable on an annual basis	No
Subsidy Housing	SLIM	Promic Software	SLIM	SLIM	Windows Server 2008 R2	Microsoft SQL Express	Vmware private hosting per user licensing model renewable on an annual basis	No
Retail LMS (No New Business)	LMS-CRM	Astech	Sage CRM	Sage	Windows Server 2016 STD	SQL Server 2016	Vmware private hosting per user licensing model renewable on an annual basis	FNB Fintegrate for collections

Table B

Product/Solution	Supporting System	What it does	Where it lacks
Affordable Housing	LMS CRM	Currently only allow us to process senior debt / vanilla loans with straight line amortisation	No ability to capture subordinated debt or instruments with a cash sweep amortisation
Social Housing	Credit Ease	Currently only allow us to process senior debt / vanilla loans with straight line amortisation	No ability to capture subordinated debt or instruments with a cash sweep amortisation
Incremental Housing	Kredits	Currently only allow us to process senior debt / vanilla loans with straight line amortisation	No ability to capture subordinated debt or instruments with a cash sweep amortisation
Private Rental & Student Accommodation	Credit Ease	Currently only allow us to process senior debt / vanilla loans with straight line amortisation	No ability to capture subordinated debt or instruments with a cash sweep amortisation
Subsidy Housing	SLIM	Currently only allow us to process senior debt / vanilla loans with straight line amortisation	No ability to capture subordinated debt or instruments with a cash sweep amortisation
Retail LMS	LMS CRM	Currently only allow us to process senior debt / vanilla loans with straight line amortisation	No ability to capture subordinated debt or instruments with a cash sweep amortisation

The successful implementation of the Cash Sweep collections and post monitoring process will result in debt repayment being received in a timely and ensure that the organisation benefits from receiving loan principal repayments at the scheduled time of the month where client bank account and management accounts allow. This will reduce credit risk and improve cash recovery rates.

3.2. Business Process

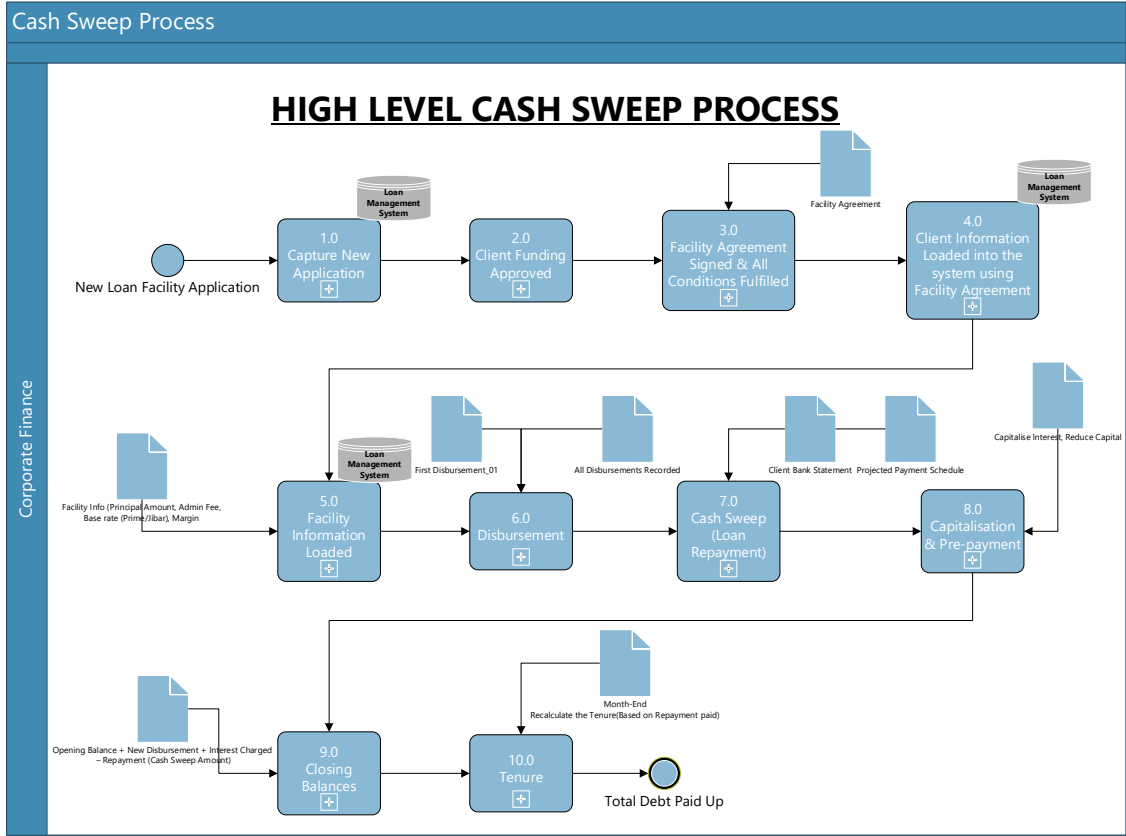


Figure 1- High Level As-is Diagram

3.2.1. Context Diagram

The below context diagram is an attempt to articulate what will be included in the final product, the extent of functionality delivered, the size of the envisaged solution and the many interactions that exist in the organisation, its environment and the desired solution.

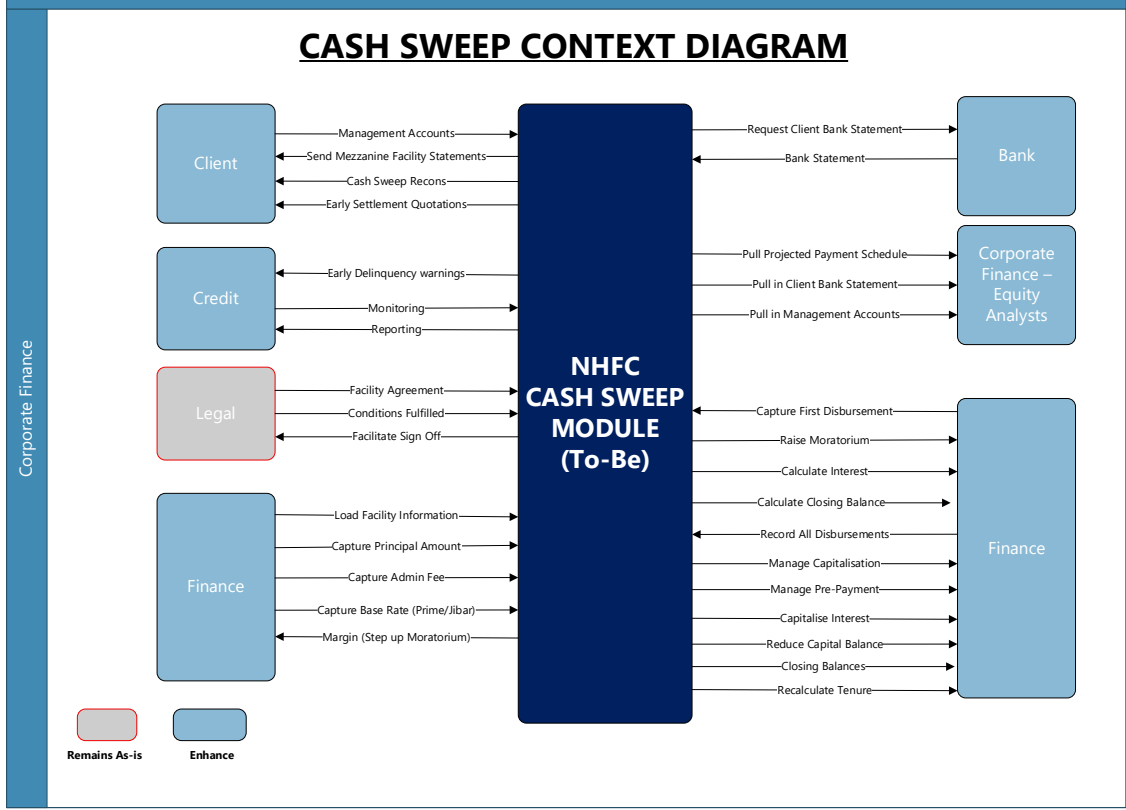


Figure 2- Cash Sweep Context Diagram

3.3. Business Requirements

3.3.1. High Level Stakeholder Requirements

Stakeholder Requirement ID	Description
SR_01	Handle quasi-equity instruments (Cash Sweep amortisation) & Vanilla Senior Loan Instruments (Straight line amortisation)
SR_02	Cash Flow Modelling
SR_03	Model risk and returns
SR_04	Track deal structures, cash flows, and covenants
SR_06	Automated interest/principal payment schedules
SR_07	Centralized data repository
SR_08	Integrated document management
SR_09	Automated investment reporting
SR_10	Dashboards, Performance Metrics
SR_11	Integration with third party systems (Banks)
SR_12	Early warning Alerts

3.3.2. Functional Requirements

Requirement ID	Requirement Description	Business Rule
FR_01	The ability to capture or update Client Information in line with the Facility Agreement: 1) Applicant Company 2) First date of engagement with the applicant 3) Project Location 4) Province 5) Black ownership 6) B-BBEE Level 7) Women ownership 8) Amount of loan required 9) # of units/beds 10) Contact Person 11) Status 12) Comments	
FR_02	The ability to capture loan facility information Principal Amount incl. Facility and Admin Fee Base Rate i.e. Prime Interest Rate or Jibar Margin – must accommodate step-up pricing and Moratorium	
FR_03	System must automatically generate Cash Flow Projections or Schedule	
FR_04	The system must have the ability to record all Disbursements	BR_01: The First Disbursement must trigger moratorium, calculation of interest on outstanding amount and closing balance at the end of the month
FR_05	The ability to pull Client Bank Statement from the Banks	
FR_06	The ability to pull Client Management Accounts	
FR_07	The ability to sweep a percentage of cash after the Senior facility has been serviced, in order to repay the quasi equity (Mezzanine Debt, junior debt etc)	BR_02: The Cash sweep amount must be the Lower of the projected payments or Cash sweep applied on the client's the Bank Account / Management Accounts.
FR_08	The ability to capture the Cash Sweep Amount to set off the repayment amount due in line with the projected payment schedule (this happens monthly or as prescribed in the facility agreement)	This should be informed by the repayment period in the facility agreement.
FR_09	Automated Capitalisation & Pre-payment	BR_03: 1) If the repayment < interest charge then the shortfall between repayment and interest must be capitalised (added to outstanding capital)

		BR_04: 2) If the repayment > interest charge then the difference between repayment and interest must pay down capital
FR_10	The ability to calculate Closing Balances	BR_05: Closing Balance = Opening Balance + New Disbursement + Interest Charged – Repayment (Cash Sweep amount)
FR_11	The ability to Recalculate the Tenure	BR_06: 1) At the end of each month and or each repayment made the system must recalculate the tenure because it might change if the paid repayment is different from the projected repayment
FR_12	The system must easily integrate with external party systems	Existing Loan Management Systems) Please see deliverables Point 4 below
FR_13	The ability to integrate with Internal systems	Existing Loan Management Systems) Please see deliverables Point 4 below
FR_14	Loading of Margin with a step-up functionality	

3.3.3. Information Requirements:

Req ID	Requirement Description	Detail
IR_01	Detailed operational reports	These reports will be used for checking and reconciliation
IR_02	Management reports	These reports will be used to manage performance and closely monitor key indicators
IR_03	Performance management and efficiency reports	These reports will be used to monitor KPI's
IR_04	Control reports	Monitoring a critical indicator, balanced scorecard
IR_05	Exception reports	These reports will be used to escalate or trigger intervention. Examples incl. A record of unsuccessful repayments to enable Credit Manager to correct problems. Must include date, summary of failed transactions, reason for failure and provide further drill down where required

IR_06	Enquiries into transaction/master file	Will be used for error tracking, answering queries, support, monitoring
IR_07	Workflow reports	These reports will be used to monitor staff or system performance and identify bottlenecks

3.3.4. Transitional Requirements

Requirement ID	Requirement Description	System Detail / Source
TR_01	Data Migration - Import existing data	Excel Spreadsheets
TR_02	Data Migration - Import existing data	Loan Management Systems
		Client Bank Statement and or Management Accounts

3.3.5. Legislative Requirements

Req ID	Requirement Description	Business Rule
LR_01	Compliance with legislation, information and reporting	What are the regulations/ regulatory requirements around sweeping money from the Client's Bank Account - TBC
LR_02	Legal- Contractual agreements	Loan agreement may need to be amended to include Cash weep clauses/conditions – TBC

3.3.6. Non-Functional Requirements

Requirement ID	Requirement Description	Detail
NFR_01	Ease of operation and support	
NFR_02	Security	All users must have secure user profiles and appropriate access permissions
NFR_03	Integrity	
NFR_04	Auditability	All creates / reads / updates to records, need a record of who performed the action (user) and when the action took place (date time stamp).
NFR_05	Compliance	
NFR_06	Reduction of risk	
NFR_07	Reliability	
NFR_08	Maintainability and speed	
NFR_09	Recoverability	
NFR_10	Compatibility with other Technology Platforms	
NFR_11	Globalisation	Language, currency, etc
NFR_12	Performance	Response times, turnaround time

4. DELIVERABLES

NHFC therefore invites qualified service providers to propose an enhancement solution that will modernise and extend the capabilities of an existing loan management system, ensuring alignment with the organisation's current and future lending requirements. The following are the expected deliverable of the enhancement project:

4.1. Ability to Pull In, Capture and Support Input Data (to be read in conjunction with section 4.3 Integration Requirements)

- The solution must provide the capability to receive, capture, validate, store and maintain all input data required to administer both straight-line amortised senior debt facilities and cash sweep amortised quasi-equity instruments, including all data elements necessary to originate, configure, process, monitor and report on these facilities.
- The solution must enable authorised users to capture and maintain client information in line with the facility agreement and the requirements set out in section 3, including borrower details, project information, ownership information, contact details, facility status and related reference data.
- The solution must support the capture of loan facility information, including principal amount, facility and administration fees, base rate, stepped margin, moratorium terms, repayment profile, tenure, disbursement information and instrument classification, so that both senior debt and quasi-equity instruments can be set up correctly from the outset.
- The solution must support the controlled upload of forecasts, repayment assumptions and related source data from structured spreadsheet templates where applicable, and must include validation controls that identify incomplete, duplicated, inconsistent or incorrectly formatted records before such data is accepted into the live environment.
- The solution must provide the ability to ingest, upload or interface with client bank account information and client management accounts, whether through direct integration, secure file-based upload or controlled user-assisted capture, depending on the approved implementation design.
- Where automated access to source data is proposed, the bidder must clearly explain how the data will be sourced, validated, secured, reconciled and monitored to ensure accuracy and integrity throughout the processing lifecycle.
- Where manual or semi-automated input methods are proposed, the bidder must explain the operational controls that will ensure completeness, auditability, traceability and timely updating of records so that NHFC can rely on the information for cash sweep processing and post-investment monitoring.
- The overall input data capability must be designed in a manner that reduces manual workarounds, improves data quality, and ensures that downstream processing, reporting and integration activities are supported by reliable and properly governed source information.

At a minimum, the solution must enable authorised users to capture and maintain client and loan facility information as described under the scope of work and reflected in the functional requirements, including borrower profile information, facility structure, principal amount, facility and administrative fees, base rate, margin, stepped pricing, moratorium terms, repayment profile, tenure and instrument classification. The deliverable must also support the controlled upload of forecast information from structured spreadsheet templates where required, and must include validation controls to detect incomplete, duplicated, inconsistent or incorrectly formatted records before the information is accepted into the production environment.

This deliverable must further provide the ability to ingest or interface with client management accounts and client bank account information, whether through direct integration, secure file-based upload, or controlled user-assisted capture, depending on the approved implementation design. Where automated access is proposed, the bidder must explain how the data will be sourced, validated, secured and reconciled. Where manual or semi-automated upload is proposed, the bidder

must explain the control steps that will ensure completeness, integrity and auditability of the imported records. The overall purpose of this deliverable is to ensure that the solution receives reliable input data to support cash sweep processing, reporting, monitoring and downstream integrations without dependence on fragmented manual workarounds.

4.2 Processing Cash Sweep Automatically in Accordance with the Approved Spreadsheet Logic

- The solution must automate the same cash sweep and senior loan processing outcomes currently demonstrated by the NHFC spreadsheet model, while improving control, consistency, traceability, operational efficiency and auditability.
- The solution must support the loading and administration of blended instruments that combine straight-line amortised senior debt with cash sweep amortised subordinated or quasi-equity instruments, including mezzanine debt, junior debt and related structures where applicable.
- The solution must be capable of applying the approved business rules for base rates, fixed or variable pricing, stepped margins, moratoriums, disbursement sequencing, projected repayment schedules, realised repayment values, capitalisation treatment, prepayment treatment, closing balance calculations and tenure recalculation.
- The solution must apply the rule that the collection amount for a given period will be the lower of the projected repayment and the realised cash sweep derived from the approved source data, including client bank account information and/or management accounts where relevant.
- The solution must support the prioritisation of senior debt servicing before the application of available funds to quasi-equity repayment, and must reflect this sequencing clearly in the transaction logic, repayment outputs and audit trail.
- The solution must automatically update balances, interest calculations, repayment schedules and remaining tenure after each relevant transaction cycle so that the system remains aligned to realised repayment behaviour and the approved repayment methodology.
- The solution must provide exception handling for failed, partial or disputed sweeps, including the ability to identify, log, escalate and correct such exceptions without compromising the integrity of the repayment records.
- The bidder must clearly demonstrate how the proposed solution reproduces the approved spreadsheet logic, how that logic will be configured and tested, and how NHFC will be able to validate that the automated processing remains aligned to the approved business rules in the live environment.

The deliverable must support the loading and administration of blended instruments that combine straight-line amortised senior debt with cash sweep amortised subordinated or quasi-equity instruments, including mezzanine debt, junior debt and related structures where applicable. The system must be capable of applying base rates, fixed or variable pricing, stepped margins, moratoriums, disbursement sequencing, projected repayment schedules, realised repayment values, capitalisation rules, prepayment treatment, closing balance calculations and tenure recalculation in accordance with approved business rules and facility terms.

The solution must further apply rules that determine the collection amount for a given period as the lower of the projected repayment and the realised cash sweep derived from the approved source data. It must support the prioritisation of senior debt servicing before the application of available funds to quasi-equity repayment, and it must automatically update balances, interest calculations, repayment schedules and remaining tenure after each relevant transaction cycle. In addition, the system must provide exception handling for failed, partial or disputed sweeps, and must preserve a full audit trail of each automated decision and rule execution. The successful bidder must clearly demonstrate how the proposed solution reproduces the approved spreadsheet logic and how that logic will be configured, tested, validated and maintained in the live environment.

4.3 Integration Requirements

System required integrations:

- The proposed solution must integrate effectively with the NHFC application landscape and with all approved third-party platforms required to support cash sweep processing, repayment administration, monitoring, reconciliation, notification and reporting.
- The bidder must specify the proposed integration architecture for each required interface, including the integration method, interface dependencies, security controls, expected transaction volumes and ownership boundaries between NHFC, the bidder and any third-party service providers.
- The bidder must identify whether each integration point will operate through API services, database-level integration, secure file exchange, middleware, scheduled batch processes, event-driven messaging, or another approved mechanism, and must explain why that approach is suitable for the NHFC environment.
- The integration scope must address, where applicable, existing NHFC systems as described in Table A, core banking systems, payment gateways, customer account platforms, client and NHFC general ledger or accounting systems, treasury management systems, and approved notification services such as SMS and email platforms.
- The bidder must clearly define the API, SQL, file or middleware interface requirements needed to connect the proposed solution to these platforms, including assumptions relating to source-system readiness, licensing, data access rights, message formats, authentication, encryption and support responsibilities.
- The solution must support the integration of client bank account information and client management accounts required for cash sweep determination, and the bidder must explain how such data will be reconciled, validated and controlled across systems.
- The integration approach must include clear processes for identifying, logging, escalating and resolving upstream and downstream interface failures, delays, incomplete transactions and reconciliation breaks.
- Because this deliverable directly enables the input data requirements in section 4.1 and the automated processing requirements in section 4.2, the bidder must present an integration approach that is practical, secure, supportable and scalable within NHFC's current and future operating environment.

This deliverable must address, where applicable, integration with core banking systems, payment gateways, customer account platforms, existing NHFC systems as described in Table A, client and NHFC general ledger or accounting systems, treasury management systems, and approved notification services such as SMS and email platforms. The bidder must clearly define the API, SQL, file or middleware interface requirements needed to connect the proposed solution to these platforms, together with any assumptions relating to source-system readiness, licensing, data access rights, message formats, authentication, encryption and support responsibilities.

The deliverable must also demonstrate how the solution will support integration with client bank account information and client management accounts for cash sweep determination, how data will be reconciled across systems, and how failures or delays in upstream and downstream interfaces will be identified, escalated and corrected. Because this deliverable directly enables the input data requirements in section 4.1 and the automated processing requirements in section 4.2, the bidder must present an integration approach that is practical, secure, supportable and fully aligned to the current NHFC technology environment and future scalability requirements.

4.4 System Upgrade and Platform Readiness Requirements

The ability to perform system upgrades:

- The successful bidder must assess whether the selected existing loan management system is technically capable of supporting the required enhancements in a stable, secure and supportable manner, taking into account the age, architecture and current supportability of the environment.
- This deliverable must include a structured platform readiness assessment to determine whether prerequisite upgrades, remediation measures or architecture adjustments are required before or during the enhancement work.
- Where the assessment confirms that the current environment cannot adequately support the proposed enhancement scope, the bidder must perform or propose the necessary upgrade activities as part of the overall implementation approach.
- Such upgrade activities may include, where applicable, upgrading system components, supported platform versions, database layers, integration interfaces, operating environments, development toolsets, security controls or other technical dependencies required to enable the target functionality.
- The bidder must describe the proposed upgrade path, technical dependencies, rollback considerations, testing requirements and business continuity measures that will be applied to ensure that the upgrade does not compromise operational stability, data integrity, performance or service availability.
- The bidder must clearly state all assumptions related to infrastructure, licensing, compatibility, OEM support, migration requirements and any constraints associated with legacy architecture that could affect delivery.
- The bidder must explain how upgrade work will be coordinated with the enhancement work so that disruption to NHFC operations is minimised, implementation risk is controlled and the solution remains sustainable for future support and additional enhancements.
- The purpose of this deliverable is to ensure that the selected solution is not only functionally capable, but also technically viable, modernised where necessary, and sustainable within NHFC's operating environment.

Where the assessment confirms that the current environment cannot adequately support the proposed enhancement scope, the bidder must perform or propose the necessary upgrade activities as part of the overall implementation approach. Such activities may include upgrading system components, supported platform versions, database layers, integration interfaces, operating environments, development toolsets, security controls or other technical dependencies required to enable the target functionality. The bidder must describe the upgrade path, technical dependencies, rollback considerations, testing requirements and business continuity measures that will be applied to ensure that the upgrade does not compromise operational stability, data integrity, performance or service availability.

This deliverable must further show how upgrade work will be coordinated with the enhancement work so that disruption to NHFC operations is minimised and implementation risk is controlled. The bidder must clearly state all assumptions related to infrastructure, licensing, compatibility, OEM support and migration requirements, and must explain how the upgraded environment will remain sustainable for future support, additional enhancements and integration growth. The purpose of this deliverable is to ensure that the selected solution is not only functionally capable, but also technically viable and sustainable within a modernised operating environment.

4.5 Reporting and Audit Requirements

- The proposed solution must provide robust reporting, enquiry, monitoring and audit capabilities to support operational control, management oversight, exception handling, governance, compliance and external assurance requirements.
- The reporting capability must enable NHFC to produce accurate and timely information relating to cash sweep transactions, loan allocations, balances, repayment activity, covenant

monitoring, ageing, failed transactions, compliance status and other relevant portfolio indicators required for day-to-day operations and strategic decision-making.

- At a minimum, the reporting functionality must support sweep transaction histories, allocation breakdowns by loan and instrument, exception reporting for failed or incomplete sweeps, age analysis, loan facility statements, covenant breach alerts, compliance reporting, and management views that support reconciliation, post-investment monitoring and risk oversight.
- The solution must allow authorised users to perform transaction enquiries and generate standard and ad hoc reports without undue technical dependence, and the bidder must indicate the extent to which report layouts, filters and dashboards can be configured by NHFC users.
- From an audit perspective, the solution must maintain a complete and reliable audit trail of all relevant activities, including automated sweeps, manual interventions, approvals, user activity, data updates, rule amendments and configuration changes.
- The solution must enable auditors and control functions to trace each transaction and rule outcome from source input through processing to final accounting or reporting impact, so that no material processing step is obscured or dependent on manual reconstruction.
- The solution should also support dashboarding and configurable monitoring views so that NHFC can manage performance, identify bottlenecks, detect anomalies and respond to emerging risks in a timely manner.

At a minimum, the reporting capability must support sweep transaction histories, allocation breakdowns by loan and instrument, exception reporting for failed or incomplete sweeps, age analysis, loan facility statements, covenant breach alerts, compliance reporting, and management views that support reconciliation, post-investment monitoring and risk oversight. The solution must also allow authorised users to perform transaction enquiries and generate standard and ad hoc reports without undue technical dependence.

From an audit perspective, the solution must maintain a complete and reliable audit trail of all relevant activities, including automated sweeps, manual interventions, approvals, user activity, rule amendments, password-related security events where logged by the solution, data updates, and configuration changes. Auditors and control functions must be able to trace each transaction and rule outcome from source input through processing to final accounting or reporting impact. The system should also support dashboarding and configurable monitoring views so that NHFC can manage performance, identify bottlenecks, detect anomalies and respond to emerging risks in a timely manner.

4.6 Security and Access Control

- The solution must provide strong security and access control mechanisms appropriate for the handling of sensitive financial, client and transaction data within the NHFC environment.
- The solution must ensure that only authorised users are able to view, create, amend, approve or administer records, rules and transactions, and that each user is granted access strictly in accordance with approved business roles and segregation-of-duties requirements.
- At a minimum, the solution must support role-based access control, approval workflows for sensitive or manual interventions, protection of financial and client data through encryption and other appropriate controls, and authentication mechanisms consistent with NHFC security expectations, including support for multi-factor authentication where required.
- The bidder must explain how user provisioning, role assignment, privilege administration, access revocation and security event logging will be managed throughout the solution lifecycle.

- The solution must demonstrate how security controls will support auditability, accountability and non-repudiation, particularly in relation to the configuration or amendment of sweep rules, repayment parameters, interfaces, user permissions and exception processing actions.
- The solution must preserve a reliable record of who performed each action, what was changed, when the action occurred and, where relevant, what approval authorised the action, so that all key security-sensitive activities are traceable and defensible.

At a minimum, the solution must support role-based access control, approval workflows for sensitive or manual interventions, protection of financial and client data through encryption and other appropriate controls, and authentication mechanisms that are consistent with NHFC security expectations, including support for multi-factor authentication where required. The bidder must explain how user provisioning, role assignment, privilege administration, access revocation and security event logging will be managed throughout the solution lifecycle.

This deliverable must also demonstrate how security controls will support auditability, non-repudiation and accountability, particularly in relation to the configuration or amendment of sweep rules, repayment parameters, interfaces, user permissions and exception processing actions. The solution must be capable of preserving a reliable record of who performed each action, what was changed, when the action occurred and, where relevant, what approval authorised the action.

4.7 Notifications and Communication

- The solution must support appropriate notification and communication capabilities to ensure that relevant stakeholders are informed of significant transaction events, repayment events, exceptions, reminders and operational actions arising from the enhanced loan management and cash sweep processes.
- The communication capability should support, where approved by NHFC, pre-sweep alerts, post-sweep confirmations, failed sweep notifications, payment due reminders, missed payment alerts, client statement notifications and other communication events necessary to support borrower management and internal monitoring.
- The bidder must clearly indicate which notification events are standard, which are configurable, and which require integration with external messaging or communication platforms.
- The proposed solution should support communication channels such as SMS, email and any other approved digital channels that can be practically integrated into the NHFC environment, and the bidder must explain the availability and limitations of each proposed channel.
- The bidder must explain how message templates, triggering rules, recipient controls, delivery logging and exception handling will operate so that communication is accurate, traceable and aligned to business and regulatory requirements.
- The communication capability must contribute to transparency, operational responsiveness and timely intervention where repayment obligations, collection outcomes or exception conditions require attention from NHFC or the client.

The communication capability should support, where approved by NHFC, pre-sweep alerts, post-sweep confirmations, failed sweep notifications, payment due reminders, missed payment alerts, client statement notifications and other communication events necessary to support borrower management and internal monitoring. The bidder must clearly indicate which notification events are standard, which are configurable, and which require integration with external messaging or communication platforms.

The proposed solution should support communication channels such as SMS, email and any other approved digital channels that can be practically integrated into the NHFC environment. The bidder must explain how message templates, triggering rules, recipient controls, delivery logging and

exception handling will operate so that communication is accurate, traceable and aligned to business and regulatory requirements.

Channels:

4.8 Non-Functional Requirements

- In addition to the functional deliverables set out above, the proposed solution must satisfy the non-functional requirements necessary to support a secure, resilient, maintainable and scalable enterprise implementation.
- The bidder must demonstrate how the solution will perform under expected transaction volumes, how it will scale as the NHFC portfolio grows, how it will maintain acceptable response times, and how it will preserve service continuity and operational reliability in a production environment.
- The solution must be designed to operate with a high level of availability, to support maintainability and recoverability, and to remain compatible with the broader NHFC technology environment, including existing platforms and future integration requirements.
- The solution must provide an intuitive user experience for authorised operational and management users, support efficient support and administration processes, and include appropriate controls to reduce operational, processing and technology risk.
- The bidder must describe how the solution addresses integrity, compliance, auditability, performance management, supportability and future extensibility, with sufficient detail for NHFC to assess long-term sustainability.
- Where relevant, the bidder should indicate expected service levels, target response times, resilience and recovery considerations, compatibility assumptions, and any infrastructure or licensing dependencies that could affect implementation or ongoing support.
- This deliverable must show that the proposed enhancement is not only functionally fit for purpose, but also operationally robust, supportable and sustainable within NHFC's current and future environment.

The solution must be designed to operate with a high level of availability, to support maintainability and recoverability, and to remain compatible with the broader NHFC technology environment. It must provide an intuitive user experience for authorised operational and management users, support efficient support and administration processes, and include appropriate controls to reduce operational, processing and technology risk. The bidder must also describe how the solution addresses integrity, compliance, auditability, performance management, supportability and future extensibility.

Where relevant, the bidder should indicate expected service levels, target response times, resilience and recovery considerations, compatibility assumptions, and any infrastructure or licensing dependencies that could affect long-term sustainability. This deliverable must show that the proposed enhancement is not only functionally fit for purpose, but also operationally robust and sustainable within NHFC's current and future environment.

5. TERMS OF APPOINTMENT

The contract for this assignment will be signed between the Service Provider and the NHFC for a maximum period of 8 months, following an agile project delivery methodology managed in sprints.

6. EVALUATION CRITERIA

Evaluation of bids received will be conducted in Five (5) phases as follows:

Phase 1: Mandatory Requirement – Bidders must submit a valid OEM partnership certificate as proof that they are authorised and certified partners/resellers of the OEM.

Phase 2: Administrative Compliance Requirements – Bidders will be evaluated according to section 3 on page 8 of this document, and Bidders that fail to meet the administrative requirements of the bid will not be evaluated further

Phase 3: Functionality – This stage is divided into five (5) sections. Bidders will be evaluated out of 100 points. Only bidders who achieve a minimum of 70 points will proceed to Stage 4 of the Presentation Stage

Phase 4: Presentation Phase - Only bidders who meet the minimum functionality threshold will be required to present. Bidders must present the proposed solution as submitted in their proposal and may not deviate from the proposal during the presentation. The presentation will be evaluated out of **30 points**. To proceed to the next evaluation phase, bidders must score a minimum of **18 points**.

Phase 5: Price and Preference Points - Bidder will be subjected to the Preferential Procurement Framework Act.

The functionality evaluation is broken down as follows:

Technical Functionality			Total Points
Section 1: Technical Capabilities			35 points
NB!! A minimum of 27 out of 35 points must be scored to progress to the rest of the functionality evaluation.			
Technical Capability Criteria	Requirement Description	Submission Type	Points
Input Data Capture & Support	<p>The Software Solution must be able to pull in and support input data in line with the Scope of Work and Section 4.1, including client details, loan facility information, forecasts uploaded from Excel, client bank statements, and/or management accounts.</p> <ul style="list-style-type: none"> ❖ All input data capture and support requirements are met – 5 points. ❖ Not all input data requirements are met – 0 points. 	Information	5 Points
Cash Sweep Processing Capability	<p>The solution must automatically process Cash Sweep collections exactly as per the spreadsheet example provided and in accordance with the Scope of Work, including rule-based allocation between Senior Debt and Quasi-Equity instruments, forecasted vs realised repayments, capitalisation logic, and tenure recalculation.</p> <ul style="list-style-type: none"> ❖ The solution fully replicates and automates the Cash Sweep logic as per the spreadsheet and scope – 10 points. ❖ The solution partially supports Cash Sweep processing or relies on manual intervention – 5 points. ❖ The solution does not support automated Cash Sweep processing – 0 points. 	Information / DEMO	10 Points

	NB: A proposal that is unable to achieve this deliverable will automatically be scored zero for this section.		
Integration Requirements	<p>The solution must integrate with external and internal systems as outlined in Section 4.3, including existing Loan Management Systems, banks, payment gateways, general ledger and treasury systems. APIs and/or SQL interfaces must be clearly specified.</p> <ul style="list-style-type: none"> ❖ All required integrations are supported and clearly specified – 5 points. ❖ Some required integrations are supported but with limitations – 3 points. ❖ Integration capability not adequately demonstrated – 0 points. 	Information	5 Points
Platform Readiness & Upgrade Requirements	<p>The solution must address system upgrade and platform readiness requirements as outlined in Section 4.4, including assessment of the current environment, required upgrades, platform compatibility, technical dependencies, business continuity considerations, and a sustainable target-state architecture.</p> <ul style="list-style-type: none"> ❖ Platform readiness is fully assessed and all required upgrades are clearly defined and supportable – 3 points. ❖ Platform readiness is partially addressed or upgrade requirements are only partly defined – 1 point. ❖ Platform readiness and upgrade requirements are not adequately demonstrated – 0 points. 	Information	3 Points
Reporting & Audit Capabilities	<p>The solution must provide reporting and audit capabilities as outlined in Section 4.5, including sweep transaction history, allocation breakdowns, exception reports, audit trails, user activity logs, and rule change history.</p> <ul style="list-style-type: none"> ❖ All reporting and audit requirements are fully met – 4 points. ❖ Reporting and audit requirements are partially met – 2 points. ❖ Reporting and audit requirements are not met – 0 points. 	Information	4 Points
Security & Access Control	<p>The solution must implement security and access controls as outlined in Section 4.6, including role-based access control, approval workflows, encryption of financial data, and multi-factor authentication.</p> <ul style="list-style-type: none"> ❖ All security and access control requirements are met – 3 points. ❖ Security requirements are partially met – 1 point. ❖ Security requirements are not met – 0 points. 	Information	3 Points
Notifications & Communication	<p>The solution must support notifications and communication capabilities as outlined in Section 4.7, including configurable alerts, payment reminders, failed sweep notifications, confirmations, communication templates, delivery logging, and support for approved messaging channels such as SMS and email.</p> <ul style="list-style-type: none"> ❖ All notification and communication requirements are met – 2 points. 	Information	2 Points

	<ul style="list-style-type: none"> ❖ Notification and communication requirements are partially met – 1 point. ❖ Notification and communication requirements are not met – 0 points. 		
Non-Functional Requirements	<p>The solution must meet non-functional requirements outlined in Section 4.8, including performance, scalability, reliability, usability, maintainability, and availability.</p> <ul style="list-style-type: none"> ❖ All non-functional requirements are met – 3 points. ❖ Some non-functional requirements are met – 1 point. ❖ Non-functional requirements are not met – 0 points. 	Information	3 Points

Section 2: Company Reference Letters	15 Points
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The bidder must demonstrate relevant experience in designing or implementing or enhancing, or supporting software solutions for banks, microfinance institutions, fintech lenders, development finance institutions (DFIs), or corporate lending platforms. The reference projects must relate to the management, collection, and monitoring of one or more of the following: cash sweep amortised instruments, vanilla senior loan management systems (long-term and short-term), mortgage debt or home loans, and subordinated debt.

Bidders must submit three (03) client reference letters for work successfully completed within the past ten (10) years, where the scope and complexity are similar to the services required in this bid. Reference letters for work completed before 01 June 2016 will not be considered compliant. Each reference letter must be on the client’s official letterhead and must include all of the following:

- Letter date
- Client name on official client letterhead
- A clear description of the services rendered
- Client's details, including name and contact details
- The Client's signature and date

NB: Reference letters should have a clear description of the services rendered.

NHFC will contact the referees as part of the due diligence process. If a referee does not respond within seven (7) working days from the date of NHFC’s request for confirmation, the reference letter will be deemed invalid and will score zero.

Criteria	Points
Submission of three (3) written reference letters.	15
Submission of two (2) written reference letters.	10
Submission of one (1) written reference letter.	5
No reference letters submitted.	0

Section 3: Workplan / Project Schedule	10 Points
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Bidders must submit a detailed work plan and project schedule including a Gantt Chart. The schedule must be realistic, must not exceed the NHFC maximum implementation period of 8 months, and must be aligned to the scope

of work and deliverables set out in Section 4. The work plan must use the same milestone format listed below and must clearly show the timing, sequencing, dependencies, responsibilities, and outputs for each milestone.

The project schedule must, at a minimum, incorporate the following milestone format and show how each milestone addresses the applicable Section 4 requirements and deliverables:

- Requirements Gathering
- Development
- Testing
- Data Migration
- End-user Training
- Go-live
- Post Go-Live Support

Evaluation Area	What NHFC Will Assess	Required Submission Format	Score Allocation
Milestone Coverage and Use of Required Format	NHFC will assess whether the bidder has used the required milestone format and included all mandatory milestones, namely Requirements Gathering, Development, Testing, Data Migration, End-user Training, Go-live, and Post Go-Live Support.	Gantt Chart and milestone schedule	2 points
Alignment to Section 4 Scope of Work	NHFC will assess whether the work plan and schedule clearly align to the Section 4 deliverables, including input data capture and support, automated cash sweep processing, integration requirements, platform readiness and upgrade requirements, reporting and audit requirements, security and access control, notifications and communication, and non-functional requirements.	Mapped work plan and milestone descriptions	3 points
Logic, Sequence and Dependencies	NHFC will assess whether the project schedule shows a logical sequence of activities, realistic dependencies between milestones, and a credible implementation path from requirements through go-live and post go-live support.	Gantt Chart with dependencies	2 points
Realism of Timeline and Resource Planning	NHFC will assess whether the proposed timeline is realistic, achievable within the maximum 8-month period, and supported by appropriate resource allocation, milestone durations, and implementation assumptions.	Project schedule with durations and resources	2 points
Milestone Deliverables and Outputs	NHFC will assess whether each milestone includes clear outputs and deliverables, for example requirements documents, configured solution components, test outputs, migration activities, training outputs, go-live readiness, and support activities.	Milestone deliverables list	1 point

Bidders will score higher where the submitted work plan clearly uses the required milestone format, aligns each milestone to the Section 4 scope of work, demonstrates realistic sequencing and dependencies, and shows a credible delivery approach that can be completed within the maximum 8-month period.

NB: A bidder that fails to submit a project schedule in Gantt Chart format, fails to use the required milestone format, or submits a schedule that is not aligned to the Section 4 deliverables and the 8-month maximum implementation period may score zero for this section.

Section 4: Experience of Personnel

30 points

This criterion assesses the qualifications, skills, and experience of the personnel proposed to provide the required services. The bidder’s proposed personnel must possess relevant qualifications, technical skills, and demonstrated experience aligned to the scope of work for the development, implementation, testing, support, and maintenance of the proposed system.

Bidders are required to provide complete information for the proposed **Project Manager, two Software Developers, Software Tester, and Business Analyst** by fully completing the Provider Form (refer to pages 20 to 23 of the bid document). For each proposed team member, bidders must submit an abridged curriculum vitae (CV), together with certified copies of all qualifications listed. The information provided must be consistent, complete, and sufficient to demonstrate the suitability of each proposed resource for the role identified.

The proposed resources must demonstrate relevant experience in the development, implementation, and/or maintenance of the bidder’s proposed system, with clear alignment to the required scope of work. NHFC reserves the right to verify qualifications and certifications.

For international qualifications, bidders need to provide SAQA confirmation for internal qualification. Failure to provide these complete and accurate contact details may lead to the bid being marked as incomplete or rejected, as it prevents the necessary due diligence by the NHFC.

Note:

- The NHFC reserves the right to verify the authenticity of all OEM certifications submitted. Should any certification be found to be invalid, inaccurate, or misrepresented, the bidder will be disqualified and excluded from further evaluation.
- All CVs submitted must clearly indicate the start and end dates of each project, the role performed by the proposed resource, and the specific duties and activities undertaken. The information provided must clearly demonstrate alignment with the requirements of this project and be sufficiently detailed to substantiate the experience claimed. CVs containing gaps, inconsistencies, or ambiguities will not be accepted.
- The Roles of all the Key Personnel, as listed below, need to be clearly identified Failure to do so this section will not be scored and will be allocated a score of zero

Resource	Name	CV attached with qualification and Certification
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Project Manager		
Software Developer 1		
Software Developer 2		
Software Tester		
Business Analyst		

Project Manager:

The CV of the Project Manager must demonstrate relevant experience in managing the development, implementation, and/or maintenance of enterprise software solutions similar in scope and complexity to the bidder's proposed system. The Project Manager must show the ability to lead end-to-end delivery, coordinate business and technical workstreams, manage project risks and dependencies, and oversee successful implementation and handover.

9 points

Qualification	Points
OEM Technical Specialist Certificate	Submission of this certificate is mandatory. Failure to do so will result in disqualification and bidder will not be evaluated further
Project Management Professional (PMP) issued by the Project Management Institute (PMI), PRINCE2 Practitioner, or an equivalent recognised project management certification at the same level.	This certificate is mandatory; failure to submit the certificate will lead to disqualification
Honours Degree (NQF Level 8) or higher in Information Technology or Equivalent	3 Points

Experience	Points
The Project Manager has led seven (7) or more similar projects involving the development, implementation, and/or maintenance of enterprise software solutions similar in scope and complexity to the bidder's proposed system.	6 Points
The Project Manager has led four (4) to six (6) similar projects involving the development, implementation, and/or maintenance of enterprise software solutions similar in scope and complexity to the bidder's proposed system.	4 Points
The Project Manager has led one (1) to three (3) similar projects involving the development, implementation, and/or maintenance of enterprise software solutions similar in scope and complexity to the bidder's proposed system.	2 Points
No relevant demonstrated experience in managing similar projects aligned to the proposed system and scope of work.	0 Points

Software Developer**7 points**

The CVs of the two Software Developers must demonstrate relevant experience in the development, implementation, and/or maintenance of software solutions similar in scope and complexity to the bidder's proposed system. The proposed Software Developers must show experience in system configuration, coding, integration, testing support, deployment, and resolution of technical issues within enterprise application environments.

Qualification	Points
B Degree NQF Level 7 or higher in Information Technology or Equivalent	3 Points
OEM Technical Specialist Certificate	Submission of this certificate is mandatory. Failure to do so will result in disqualification, and the bidder will not be evaluated further

Experience	Points
The proposed Software Developers have collectively demonstrated experience in four (4) to six (6) similar projects involving the development, implementation, and/or maintenance of software solutions similar in scope and complexity to the bidder's proposed system.	4 Points
The proposed Software Developers have collectively demonstrated experience in one (1) to three (3) similar projects involving the development, implementation, and/or maintenance of software solutions similar in scope and complexity to the bidder's proposed system.	2 Points
No relevant demonstrated experience by the proposed Software Developers in the development, implementation, and/or maintenance of similar solutions aligned to the proposed system and scope of work.	0 Points

Software Tester**7 Points**

The CV of the Software Tester must demonstrate relevant experience in test planning, test case development, system testing, user acceptance support, defect management, and quality assurance for the development, implementation, and/or maintenance of systems similar in scope and complexity to the bidder's proposed system.

Qualification	Points
B Degree NQF Level 7 or higher in Information Technology or Equivalent	3 Points
International Software Testing Qualifications Board (ISTQB) Certified Tester Foundation Level (CTFL) or higher, or BCS Foundation Certificate in Software Testing.	Submission of this certificate is mandatory. Failure to do so will result in disqualification, and the bidder will not be evaluated further

Experience	Points
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The proposed Software Tester has demonstrated experience in four (4) to six (6) similar projects involving software testing, quality assurance, implementation support, and/or maintenance of software solutions similar in scope and complexity to the bidder's proposed system.	4 Points	
The proposed Software Tester has demonstrated experience in one (1) to three (3) similar projects involving software testing, quality assurance, implementation support, and/or maintenance of software solutions similar in scope and complexity to the bidder's proposed system.	2 Points	
No relevant demonstrated experience by the proposed Software Tester in software testing, quality assurance, implementation support, and/or maintenance of systems aligned to the proposed system and scope of work.	0 Points	

Business Analyst

The CV of the Business Analyst must demonstrate relevant experience in requirements elicitation, business process analysis, solution design support, functional specification, and business support for the development, implementation, and/or maintenance of systems similar in scope and complexity to the bidder's proposed system.

7 points

Qualification	Points
B Degree (NQF Level 7) or higher in Information Technology, Business Analysis, Computer Science, Information Systems, or an equivalent field	3 Points
Certified Business Analysis Professional (CBAP) or PMI Professional in Business Analysis (PMI-PBA).	Submission of this certificate is mandatory. Failure to do so will result in disqualification, and the bidder will not be evaluated further

Experience	Points
The proposed Business Analyst has demonstrated experience in four (4) to six (6) similar projects involving business analysis, requirements elicitation, process analysis, solution specification, implementation support, and/or maintenance of software solutions similar in scope and complexity to the bidder's proposed system.	4 Points
The proposed Business Analyst has demonstrated experience in one (1) to three (3) similar projects involving business analysis, requirements elicitation, process analysis, solution specification, implementation support, and/or maintenance of software solutions similar in scope and complexity to the bidder's proposed system.	2 Points
No relevant demonstrated experience by the proposed Business Analyst in business analysis, requirements elicitation, process analysis, solution specification, implementation support, and/or maintenance of systems aligned to the proposed system and scope of work.	0 Points

Section 5: Skills Transfer	10 points
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The bidder must provide a comprehensive Skills Transfer Plan demonstrating how skills and knowledge will be transferred to enable sustainable support, configuration, administration, and maintenance of the Cash Sweep collections and post-investment monitoring solution.

The Skills Transfer Plan must include, at a minimum, As-Is documentation and hands-on labs / solution walkthroughs covering the following topics:

- **As-Is System Landscape Documentation**
 - Documentation of the current NHFC Loan Management Systems environment (as per Table a)
 - Documentation of existing business processes related to senior debt and collections
 - Documentation of current Excel-based Cash Sweep forecasting and monitoring model
- **Solution Architecture and Configuration**
 - End-to-end solution architecture (logical and physical)
 - Configuration of senior debt and quasi-equity instruments (Mezzanine, Junior, Subordinated loans)
 - Configuration of blended instruments (straight-line amortisation and cash sweep amortisation)
- **Cash Sweep Logic and Processing**
 - Cash Sweep business rules and prioritisation logic
 - Forecasted vs realised repayment rules
 - Tenure recalculation and recalibration of repayment schedules
 - Exception handling for failed or partial sweeps
- **Data Management and Integration**
 - Integration with Client Bank Accounts and Management Accounts
 - Integration with existing Loan Management Systems
 - Data migration from Excel and legacy systems
 - Monitoring and troubleshooting integration issues
- **Reporting, Audit and Compliance**
 - Configuration and generation of operational, management, and audit reports
 - Audit trail, rule change history, and user activity logs
 - Exception, control, and compliance reporting
- **System Support and Administration**
 - User and role-based access management
 - Ongoing system monitoring and troubleshooting
 - Performance and reliability monitoring
 - Backup, recovery, and maintenance procedures

Hands-on labs must allow NHFC ICT officials to practically configure, execute, monitor, and troubleshoot Cash Sweep processing in a test or sandbox environment aligned to NHFC use cases.

Criteria	Weight	Comprehensive	Good	Basic	Poor / Non-Compliant
Skills Transfer, Capacity Building & Sustainability <i>(Refer to Skills Transfer Requirements – Cash Sweep Solution)</i>	10	A detailed and structured Skills Transfer Plan is provided, including comprehensive As-Is documentation and hands-on labs / practical solution walkthroughs	Skills Transfer Plan provided with As-Is documentation and hands-on labs, but some required Cash Sweep, configuration, integration, reporting, or	Skills Transfer Plan provided but limited to As-Is documentation only or very high-level knowledge transfer, with minimal or no hands-on labs	No Skills Transfer Plan provided, or submission does not adequately address skills transfer, capacity building, or sustainability requirements.

		covering all required topics, including the existing LMS landscape, replication of Excel-based Cash Sweep logic, blended instrument configuration, integrations, reporting, audit trails, and system support. Clearly demonstrates enablement of four (4) NHFC ICT officials to independently configure, monitor, support, and sustain the solution post-implementation.	support topics are partially covered, or sustainability and independent support capability is not fully demonstrated.	and limited practical enablement of NHFC ICT officials.		
		8 – 10 Points	5 – 7 Points	1 – 4 Points	0 Points	
Threshold						70 Points
Total						100 points

Phase 4: Presentation Phase - Only bidders who meet the minimum functionality threshold will be required to present. Bidders must present the proposed solution as submitted in their proposal and may not deviate from

the proposal during the presentation. The presentation will be evaluated out of 30 points. To proceed to the next evaluation phase, bidders must score a minimum of 18 points

Criterion	Comprehensive	Partial	Poor
Input Data Capture and Support – 5 Points	All required input data capabilities are demonstrated in line with Section 4.1.	Some input data capabilities are demonstrated, but with gaps or limited proof.	Input data capabilities are not demonstrated or do not meet the requirement.
	4 - 5 points	1 - 3 points	0 Points
Cash Sweep Processing Capability – 10 Points	All required cash sweep functionality is clearly demonstrated in line with Section 4.2 and the spreadsheet logic.	Some cash sweep functionality is demonstrated, but with gaps, limitations, or reliance on manual intervention.	Cash sweep functionality is not demonstrated or does not meet the requirement.
	7 – 10 Points	3 – 6 Points	0 – 2 Points
Skills Transfer Approach – 5 Points	A comprehensive and practical skills transfer approach is demonstrated and clearly aligned to the solution and Section 4 requirements.	Skills transfer is partially addressed, but important topics, methods, or sustainability elements are missing.	Skills transfer is not demonstrated or does not meet the requirement.
	4 - 5 points	1 - 3 points	0 Points
Workplan and Project Schedule – 5 Points	A realistic and complete workplan is demonstrated, clearly aligned to Section 4 deliverables and the required implementation timeframe.	A workplan is presented but is only partially aligned, incomplete, or not fully realistic.	The workplan and schedule are not demonstrated or do not meet the requirement.
	4 - 5 points	1 - 3 points	0 Points
Integration, Reporting, Audit and Security – 5 Points	All key requirements are demonstrated or clearly evidenced in line with Sections 4.3 to 4.6.	Some requirements are demonstrated, but there are gaps or limited evidence.	These requirements are not demonstrated or do not meet the requirement.
	4 - 5 points	1 - 3 points	0 Points

Phase 5: Price and Preference Points evaluation

Bidders who score a minimum threshold on Presentation will be further evaluated in terms of Price and Preference points. As per the table below, price is evaluated over 80 points and preference points over 20:

1	Price		80 points
2	Specific Goals		20 points
#	Specific Goal	Proof	Points Allocation
1	South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum >50% ownership or more)	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) 	7
2	Woman Ownership >50%	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) 	8
3	Disabled Ownership >50%	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • Certified medical certificate from a registered medical practitioner 	1
4	Military veteran Ownership >50%	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • A verifiable letter from an authorised body/entity certifying the military status of the claimant (bidder). 	1
5	Youth Ownership >50%	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) 	3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER.....	BID NO: OM01/06/2026
CLOSING TIME 11:00	CLOSING DATE: 01 July 2026

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

BIDDERS MUST PROVIDE THEIR PRICING BREAKDOWN FOR THE DURATION OF THE CONTRACT.

ITEM DESCRIPTION NO**(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY
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- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses, inclusive of all applicable taxes for the project. R.....**

Item No.	Description of Services	Total Cost (Excluding VAT)
1.	Requirements Gathering and Solution Design	R
2.	System Development and Configuration	R
3.	Testing and Defect Resolution	R
4.	Data Migration and Validation	R
5.	End-user Training and Knowledge Transfer for 4 ICT Resources	R
6.	Go-Live and Deployment Support	R
7.	Post Go-Live Support and Stabilisation	R
TOTAL AMOUNT BEFORE VAT		R
TOTAL AMOUNT FOR VAT (IF APPLICABLE)		R
TOTAL AMOUNT INCLUSIVE OF VAT		R

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

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**

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

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

If so, furnish particulars:

.....
.....

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**

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.
- 3.5 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 2022

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

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

1. GENERAL CONDITIONS

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

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

1.3 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

1.4 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

Price; and

Specific Goals.

1.6 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.8 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- 2.1 “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 2.2 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.3 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.4 “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (a) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Supporting evidence for meeting preferential procurement targets (bidder to provide the below supporting evidence to claim allocated points for each specific goal)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African citizen who had no franchise in national elections prior to	<ul style="list-style-type: none">• Company Registration Certification	7	

<p>the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996.</p> <p>(Minimum >50% ownership or more)</p>	<p>(CIPC)</p> <ul style="list-style-type: none"> • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) 		
<p>Woman Ownership >50%</p>	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) 	<p>8</p>	
<p>Disabled Ownership >50%</p>	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • Certified medical certificate from a registered medical practitioner 	<p>1</p>	
<p>Military veteran Ownership >50%</p>	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • A verifiable letter 	<p>1</p>	

	from an authorised body/entity certifying the military status of the claimant (bidder).		
Youth Ownership >50%	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) 	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm.....

4.2. Company registration number:

4.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

4.7. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any

other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM - RENDERING OF SERVICES

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

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

I hereby undertake to render services described in the attached bidding documents to NHFC in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

- Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011; Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and

Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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

DATE:

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.

1. 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.
- 1.5.3 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 Bid



CONSENT FORMS

Please ensure that Form 1, Form 2, Form 3 and Form 4 are fully completed.

FORM 1- CONSENT FOR CREDIT AND WORLD CHECKS

Consent for Credit and World Checks Form

I (Name)

Surname

ID

Company you are representing

With CIPC number

Hereby voluntarily provide consent for a credit and world checks to be carried out on me or the company I represent.

I accept that such checks do not infringe any of my fundamental rights and I accept that the checks are part of the application process in terms of the NHFC policies.

Signed

Dated 2 0 2 6

FORM 2- POLITICAL PARTY FUNDING DECLARATION FORM

Political Party Funding Declaration Form

The Political Party Funding Act 6 of 2018 introduces a strict regulatory framework for the private funding of political parties. This includes setting limits for the source, size and use of donated funds by political parties.

Having read and understood the requirements of the above legislation I confirm that:

I comply with the requirements of Political Party Funding Act 6 of 2018

Yes	No

Name (in blocks): _____

Signature _____

FORM 3- PEP SELF CERTIFICATION FORM

Politically Exposed Person (PEP) Self-Certification Form

NHFC is obliged to establish an appropriate risk management system when establishing a business relationship or conducting transactions, including risk assessment procedures to determine whether a party, legal representative, proxy or real owner of a party is politically exposed person.

In accordance with South African Anti-Money Laundering (AML) legislation NHFC has an obligation to undertake Enhanced Due Diligence (EDD) on those clients who are classified as a Politically Exposed Person (PEP).

Please read the definition below carefully, select the relevant box, confirming you are/are not a PEP, sign the declaration at the bottom of the form and return this Form to our offices. It is your obligation to inform us of a change to your status as a PEP or Non-PEP should it change at any time in the future.

The Financial Intelligence Centre Act 1 of 2017 (FICA) defines a PEP as a person who holds, A politically exposed person or PEP is the term used for an individual who is or has in the past been entrusted with prominent public functions in a particular country. The principles issued by the Wolfsberg Group of leading international financial institutions give an indication of best banking practice guidance on these issues. These principles are applicable to both domestic and international PEPs.

The following examples serve as aids in defining PEPs:

- Heads of State, Heads of Government and cabinet ministers;
- Influential functionaries in nationalised industries and government administration;
- Senior judges;
- Senior political party functionaries;
- Senior and/or influential officials, functionaries and military leaders and people with similar functions in international or supranational organisations;
- Members of ruling or royal families;
- Senior and/or influential representatives of religious organisations (if these functions are connected to political, judicial, military or administrative responsibilities).
- Families of PEPs.
 - The term "families" includes close family members such as spouses, children, parents and siblings and may also include other blood relatives and relatives by marriage;

- Closely associated persons.

The category of "closely associated persons" includes close business colleagues and personal advisers/consultants to the PEP as well as persons, who obviously benefit significantly from being close to such a person.

Having read and understood the above definition I confirm that: (select only one of the following options)

I am not a Politically Exposed Person (PEP) as defined above (DEFAULT)

I am a Politically Exposed Person (PEP) as defined above

Name (in blocks): _____

Signature _____

FORM 4: PEP ULTIMATE BENEFICIARY OWNER FORM

Politically Exposed Person (PEP) Ultimate Beneficiary Owner Form

The law on the prevention of money laundering and the financing of terrorism requires banks to fulfil a number of client identification obligations. One such obligation consists in identifying the Ultimate Beneficial Owners (UBO) of their clients.

Within the meaning of the law, the Ultimate Beneficial Owners of a legal entity are the private individuals who directly or indirectly hold or control a stake of at least 25% in the capital or of at least 25% of the voting rights of the company, or who undertake the de jure or de facto management of the legal entity.

a) _____ certifies, that on ____/____/_____, the Shareholder Ultimate Beneficial Owners are the following private individuals who hold or control at least 25% in the capital or at least 25% of the voting rights in the company.

Please remember to enclose a copy of the identity document of each Shareholder or Decision-Making Ultimate Beneficial Owner and to validly sign behind your name above this text.

Surname and First Name	Address	% of shares	Position (in the company, where appropriate)	Tick as appropriate
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

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.

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General Conditions of Contract

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.

- 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.

- 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.

- 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.

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.

- 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.

- 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.

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.

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.

- 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.

- 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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Signature

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Date

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Position

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Name of bidder