NATIONAL HOUSING FINANCE CORPORATION (NHFC)

Invitation to Bid

Bid Description: PROVISION OF ENTERPRISE RESOURCE PLANNING SOLUTION

Tender Number: NM02/06/2023

Issued by:
NHFC   90 Grayston Drive   8th Floor, 90 Grayston   Sandton

Full Name of Bidding/Tendering Entity: _____

Contact Person: _____

Tel Number: _____

Advert Date: **15 June 2023**

Non-Compulsory Briefing Session   **30 June 2023 at 11:00 via MS Teams (Link)**

Closing Date and Time: **17 July 2023 at 11:00**

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 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	SBD 3.3: 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 and Initialized 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	

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PART 2: RETURNABLE DOCUMENTS

PART 3: THE CONTRACT

1. OVERVIEW OF THE BIDDING PROCESS

The bidding process shall comprise of 4 main phases:

(a) **Pre-qualification or Compulsory Requirements** which involves completing and submitting certain documents/information which will be considered when evaluating the proposal.

(b) **Functionality qualification phase** – Bidders are required to score a minimum of **60 out of 70 points** to qualify for the next evaluation phase.

(c) **The Presentation qualification phase** – Bidders are required to score a minimum of **25 out of 30 points** to qualify for the next evaluation phase.

(d) **Evaluation based on the Pricing and B-BBEE score** - Bidder will be subjected to 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 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 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 deems necessary for the purpose of evaluation 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 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 during 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:	**NM02/06/2023**	CLOSING DATE:	17 July 2023	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF ENTERPRISE RESOURCE PLANNING SOLUTION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Pabalelo Shirindza	CONTACT PERSON	Nkgadi Mollo
TELEPHONE NUMBER	011 644 9800	TELEPHONE NUMBER	011 644 9800
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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐
YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

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

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

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

<div align="center">

TERMS AND CONDITIONS FOR BIDDING

</div>

BID SUBMISSION:
BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE   THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE   TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: …………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: …………………………………………
(Proof of authority must be submitted e.g., company resolution)

DATE: …………………………………………...

TENDER CONDITIONS

3. 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.

4.1 COMPULSORY REQUIREMENTS

a) Submission of the following Signed and Completed Standard Bid Documents (SBD) Forms

- SBD 4: Bidders Disclosure
- SBD 3.3: Pricing Schedule
- SBD 6.1: Preference Points Claim Form in terms of preferential procurement

b) Certified Business Partner or Original Equipment Manufacturer.

c) Three years Audited/Reviewed Financial statement

d) Copy of Bank Rating letter (Grade C or higher)

4.2 SUPPORTING DOCUMENTS

a) Tax Compliance Status Pin (TCS Pin);

b) 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);

c) Proof of Company Registration;

d) Current Copy of Central Supplier Database (CSD) Report;

e) Signed and initial General Conditions of Contract (GCC);

f) Protection of personal information Consent form

g) Consent For Credit and World Checks

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 marked **Provision of Enterprise Resource Planning Solution.** The Bid must be deposited in the bid box at the below address:

> 90 Grayston Drive
> 8th 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 17 July 2023**. 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: Pabalelo Shirindza
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 points of their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

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

12.1 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

GLOSSARY AND DEFINITION

	GLOSSARY	DESCRIPTION
1.	**Activity**	An Activity is a task or deliverable on a project. It can be work, or delivery of materials. E.g., Foundation - Can be a % of a task, e.g. 50% of Foundation, and 100% of foundation. Will have various statuses: Claim received, Certified, Checked, Request for payment, Paid, Balance
2.	**AP**	Approved Person – person with rights to claim funds on a project from a company listed and approved on the project.
3.	**BCIC**	Board Credit Investment Committee
4.	**BPM**	Business Process Mapping
5.	**Builder/ contractor**	The construction company contracted to develop the houses on the project site.
6.	**Client**	Refer to internal and external NHFC clients namely: Employee, Intermediary, Subsidiary and Tenant.
7.	**Consultants/ Professional Team member**	Can be any company such as Engineer, Plumber, etc.
8.	**CRM**	Customer Relationship Management
9.	**EA**	Enterprise Architecture
10.	**Financial Data**	Tranches of funds received, Budget of when to be paid, Interest on Monies not disbursed, Fees.
11.	**FMS**	Fund Management System
12.	**GIS**	Geographical Information System
13.	**HSS**	Housing Subsidy System

14.	**Interest**	Earned on funds not yet disbursed and is specific to the project.
15.	**MCIC**	Management Credit Investment Committee
16.	**Milestone**	A milestone is any activity that is of significance. Any Activity can be flagged as a Milestone. Can contain multiple tasks. Any task/ Deliverable that can be listed on a project. It can also be any activity to be done related to a payment. E.g. wall plate.
17.	**NHFC**	National Housing Finance Corporation
18.	**OEM**	Original Equipment Manufacturer
19.	**Phase**	Can contain multiple milestones
20.	**PIA**	Project Implementation Agent
21.	**PLCM**	Project Life Cycle Management
22.	**Project**	Can contain multiple phases
23.	**Projects Data**	Milestones, Beneficiaries
24.	**SDLC**	Software Development Life Cycle

1. INTRODUCTION

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

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

In 2008, the National Treasury undertook a review of the mandates of South Africa's Development Finance Institutions (DFIs) at the request of Cabinet. The review was conducted in consultation with the national departments responsible for the DFIs. To support expanded housing delivery, the Treasury Review recommended amalgamating the three-housing sector DFIs into a single institution in order to have greater impact, viability and increased scale.

The National Housing Finance Corporation SOC Ltd (NHFC) has now merged with National Urban Reconstruction and Housing Agency (NURCHA) and Rural Housing Loan Fund (RHLF) (all 3 entities previous human settlements DFIs) to deliver quality financial support to scale up delivery of the development of a sustainable and integrated human settlement in the country. The NHFC needs to strategically reposition itself as the Human Settlements DFI of choice through significantly enhancing its product offering, financial strength and building capabilities in order to make a positive developmental impact, whilst balancing the challenges of financial sustainability and developmental imperative. This will be achieved through the establishment of the HSDB.

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

The organisation therefore embarked on a journey to standardize, optimise, and digitise business processes, systems and its ICT infrastructure to align with current and future business goals. This is in line with its approved ICT strategy which supports digital transformation, operational efficiencies, business growth, ICT enablement and the

modernization of ICT as a division and the entire organisation. The introduction of architecture practices and principles will enable the NHFC to build from firm foundations and be able to successfully execute on its business strategy. Therefore, the organisation appointed a service provider to partner with them in the implementation of an Enterprise Architecture (EA) and Business Process Management (BPM) Project. The project has been successfully completed and the organisation therefore seeks to implement the recommendations and initiatives that emanated from the findings of the project.

2. PURPOSE

2.1 Objectives of the ERP Deployment.

NHFC's purpose and goal is to take advantage of a modern ERP system that is designed around best practices which will allow the NHFC to streamline and improve processes that result in timely, accurate, and easy-to-access information. More specifically, the ERP system that would meet the following objectives:

- Consolidate information, link processes and functions, and eliminate separate departmental systems. Currently there are siloed applications that are not integrated across the business divisions;
- Streamline business processes to take advantage of best practices through automation, integration, and workflows;
- Provide a user-friendly and intuitive user interface to promote system use and productivity. Currently, there are bespoke outdated legacy applications in use that have not been maintained or updated and are not part of any maintenance/support agreements with their development houses;
- Eliminate the need for redundant data entry;
- Eliminate the need for manual input when preparing the annual budget and financial statements;
- Improve and/or provide necessary reports and reporting capabilities, and access to data through inquiry or drilldown capabilities;
- Integrate with other systems that are in the operating environment, including banks;
- Provide seamless interface capabilities with third-party systems; and
- Address audit issues related to legacy systems in the NHFC environment.

In addition to the functionality identified above, NHFC is seeking a bidder to provide professional services (e.g. best practices guidance, data conversion, system configuration, training, testing, project management, interface, warranties etc.) that will help ensure a successful ERP implementation in a timely and professional manner.

2.2 Expected Project Outcomes

There are many dimensions to the strategy of the ERP deployment project of NHFC, and they are formulated around the possibilities offered by ERP solutions.

2.2.1 Standardization – standardization of processes, records, terminology, information exchange mechanisms.

2.2.2 Proven solutions - With the scale and criticality of its activities in mind, NHFC has identified that a proven ERP solution would address the following.

a. The integration of processes – the ERP Solution will provide an ICT platform to integrate end-to-end processes of NHFC;

b. Best Practices in the housing, development finance sector and public entities – the ERP solution will benchmark with global best practices and processes in the areas of lending, grant facilitation, project management, financial management, procurement, materials management, human resources, treasury management etc.

c. Multi-channel delivery – the ERP solution should be able to facilitate transactions to be carried out through multiple devices and computer systems, thereby, facilitating multi-channel service delivery to NHFC employees, strategic partners, intermediaries, funders, local and international funding agencies subsidiaries, shareholders, third-party service providers and South African citizens,

2.2.3 A platform to address the evolving needs and future strategic direction – The operational characteristics of NHFC are evolving. The ERP solution is expected to act as a platform within which the multiple requirements could be addressed effectively.

F1 - Diagram A:

Target Architectural Landscape - This provides a high-level overview of how the HSDB components fits together across the business, data, application, technology and security architecture domains.
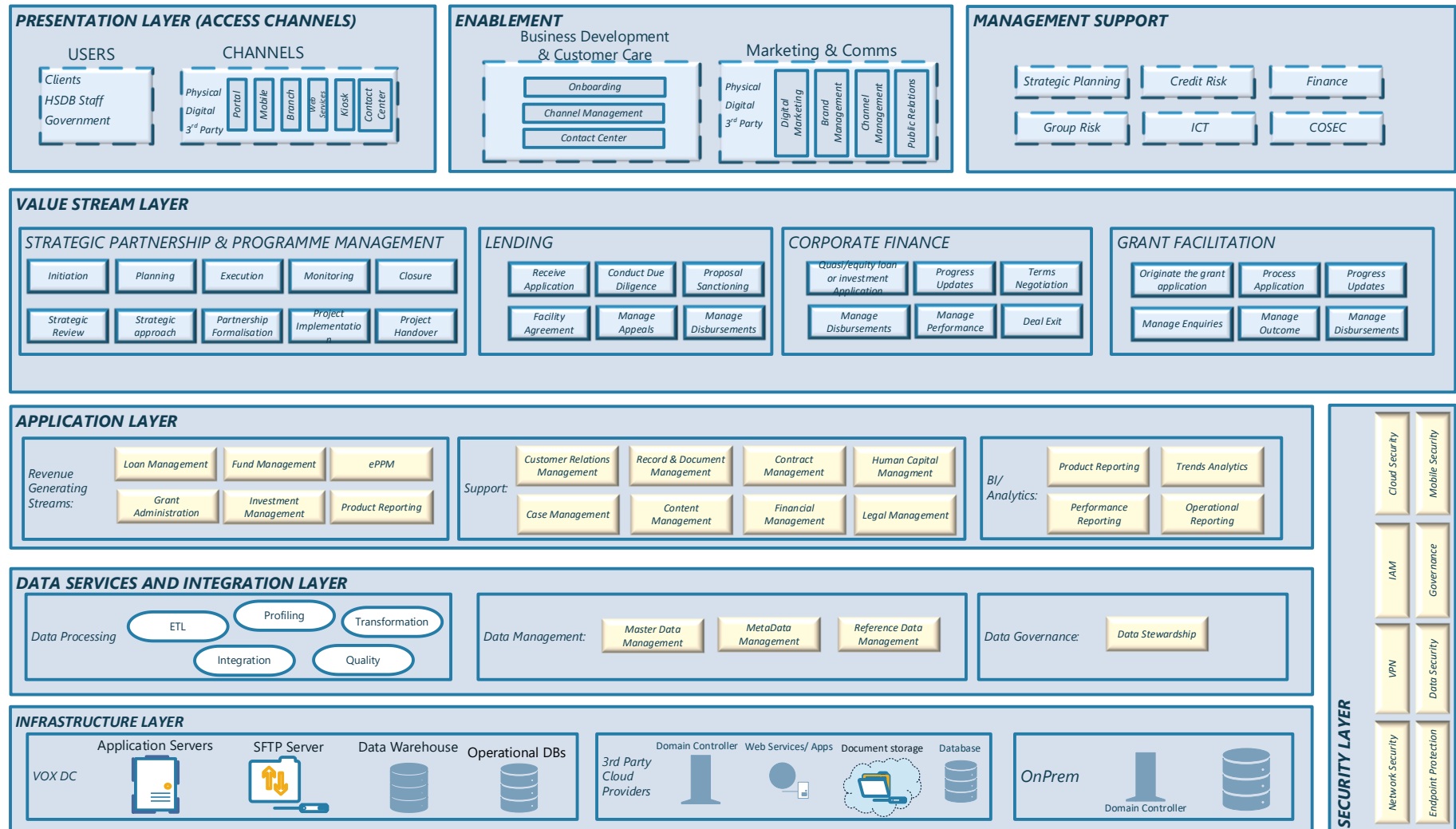
3. TERMS OF THE APPOINTMENT

The service provider will be expected to commence on an agreed date and the assignment must be completed within (18 - 24) months, in line with a project plan from the commencement of the assignment. Agile methodology would be considered for **rapid project** deployment.

3.1 Proposal Cost

Respondents shall bear all costs incurred in the process of responding to the RFP and in any subsequent negotiation. The bidder is responsible for all costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NHFC to facilitate the evaluation process, and in finalizing a Service Agreement or a contract or all such activities related to the bid process.

4. IMPLEMENTATION

NHFC will procure the ERP solution which would best meet its requirements

The implementation of the ERP will cover the following functions.
* These are not exhaustive, however indicative high-level functions.

- ✓ Loan and Grant Management System: Solution that caters for the requirements of all divisions and different products;
- ✓ Centralised Business Intelligence/ Reporting solution based of a centralised data warehouse to support the organisations reporting requirements;
- ✓ Finance and accounts;
- ✓ Asset management;
- ✓ Treasury management;
- ✓ Banking Interfaces;
- ✓ Core Human Resources, Time and Attendance, Talent, Payroll management and administration.

- ✓ Procurement and contracting Management including e-procurement;
- ✓ Materials management;
- ✓ Governance, Risk and Compliance;
- ✓ Geographical Information System;
- ✓ Implement workflow management, notification management and portal management to support the automation, dissemination and access to information for all NHFC stakeholders;
- ✓ Integration module to integrate other applications internally and externally;
- ✓ Enterprise Content and Document Management Solution to manage content and manage the document retention needs of the organisation;
- ✓ Customer Relationship management systems that can be used by all divisions and configured to cater for their specific requirements.

F2 - Diagram B:

Target NHFC Logical Application Architecture

This model provides a view of the logical applications requirements that could consist of existing solutions, new solutions to be procured or solutions that could be developed within the NHFC.
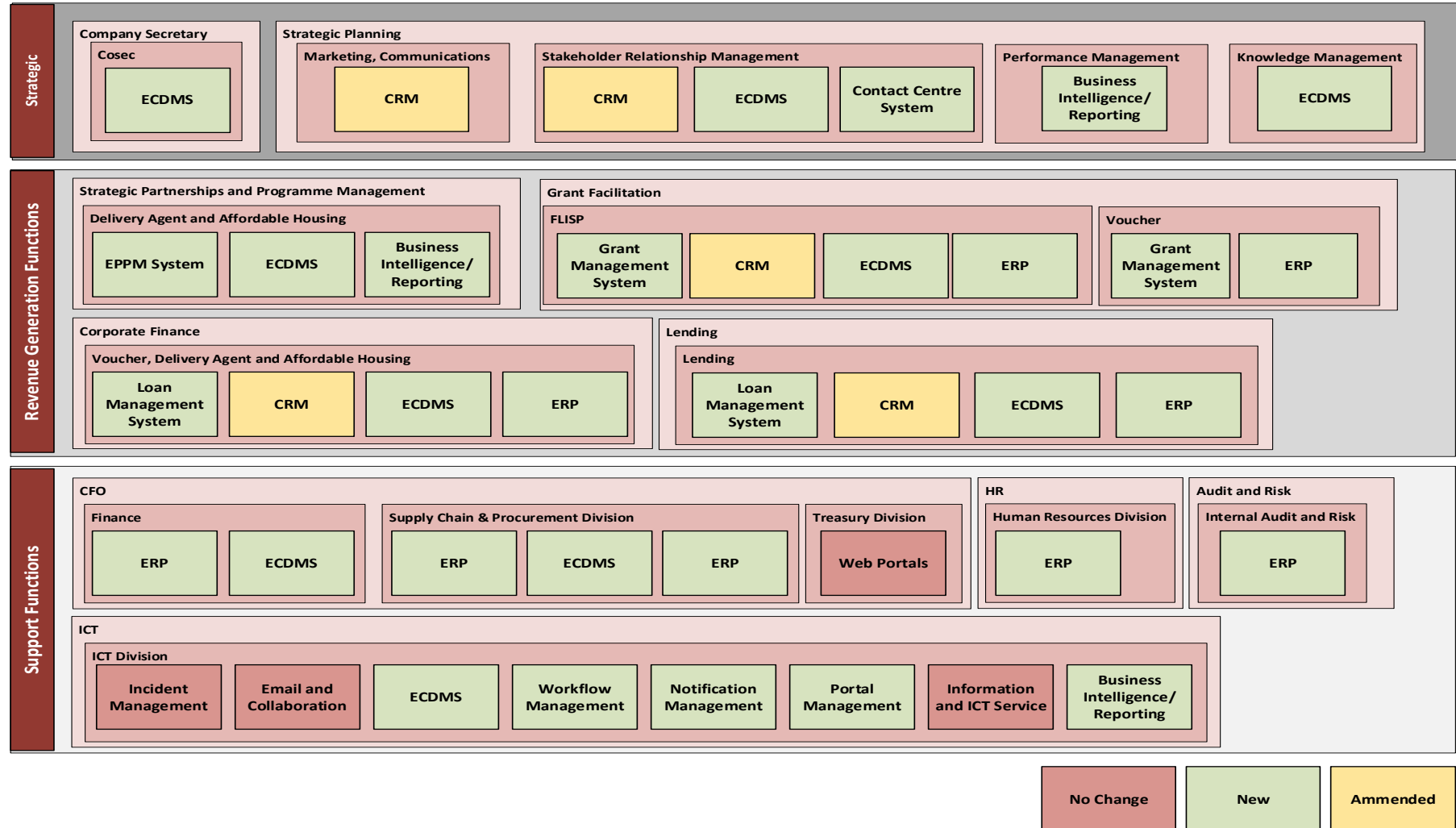
5. SCOPE OF WORK

5.1 TECHNICAL SPECIFICATIONS FOR THE PROJECT

5.1.1 Scope of the ERP solution

The scope and characteristics of the ERP solution to be proposed by the bidders to meet the requirements of the NHFC by covering the following aspects, amongst others:

5.1.1.1   Business process and the functional divisions of the NHFC;

5.1.1.2   User base of the NHFC (ref pg 24, pg 25 - 5.2);

5.1.1.3   Solution Capabilities and features;

5.1.1.4   Solution Integration; and

5.1.1.5   Future expansion and future proofing.

5.1.2 Scope of work for the project

The scope of ERP implementation services to be provided by the bidder would include the following:

5.1.2.1   Supply and implement (Configure/customize) the ERP as per requirements of NHFC;

5.1.2.2   Integration and/or interface for banking transactions;

5.1.2.3   Providing implementation and project management services;

5.1.2.4   Sizing the required infrastructure or hosting requirements for ERP solution and installing the ERP solution;

5.1.2.5   Data Cleaning, Quality and Migration;

5.1.2.6   Training the users and facilitating the adoption of the ERP solution by the users/employees of NHFC;

5.1.2.7   Providing application support for 36 months after completing the implementation of the ERP Solution;

5.1.2.8   Setting up the Center of Excellence (CoE); and

5.1.2.9   Providing skilled staff to augment the capacity of NHFC in continuous improvement/adoption of the ERP solution.

5.1.3 Scope of work for implementation

The scope of work for implementation of the ERP solution are defined by using the following areas in conjunction with each other:

5.1.3.1   The solution modules of the proposed ERP Solution;

5.1.3.2   Phased implementation of the ERP solution. Detail the phases.

5.1.3.3   The best practices and statutory requirements as applicable to public entities and banking/financial sectors;

5.1.3.4   The solution features/capabilities of ERP solution;

5.1.3.5   The functional division of NHFC;

5.1.3.6   The processes of NHFC;

5.1.3.7   The solution users;

5.1.3.8   The Integration requirements; and

5.1.3.9   The implementation stages, activities, methodology and standards of implementation of ERP.

5.1.3.10   The ERP solution will be licenced to and configured as per NHFC requirements.

5.2   THE NHFC USER BASE

The proposed ERP solution and the implementation services are expected to cover the following user base of the organisation

Functions divisions of NHFC	No. ERP users
Finance	22
HR (Includes Facilities)	13
ICT	12
Grant Facilitation	21
Credit	11
Corporate Finance	3
Corporate Strategy and Marking	9
Strategic Partnerships & Programme Management	26
Legal	4
CoSec	3
CEO office	3
Lending	15
EWR & Audit	3
CTCHC - subsidiary of NHFC	5

Functions divisions of NHFC	No. ERP users
Learners	6
Current Total Number of Users	**156**

*Note:

1. This is the proposed headcount number as at May 2023.

2. This headcount number may vary from month to month due to e.g., attrition and recruitments or new placements/appointments

Organisational structure chart:

- **Office of the CEO**
  - **COSEC**
  - **Strategic Partnerships & Programme**
    - Project/Fund Management
    - Strategic Partnerships
    - Incubator programme
    - Enterprise development
  - **Grant facilitation**
    - FLISP
    - Voucher
  - **Lending**
    - New Business Origination
    - Client Relationship Management & Retention
  - **Corporate Finance**
    - Equity Investments
    - Quasi Equity Investments
    - Adhoc Projects
    - CTCHC
  - **Strategic Planning**
    - Monitoring & Evaluation
    - Research/Policy & Advocacy
    - Knowledge Management
    - Marketing & Communications
    - Stakeholder Relations Management
    - Enterprise Project Management Officer (EMPO)
  - **Human Resources**
    - HRM
    - Ethics
    - Facilities
  - **Group Risk**
    - Credit Risk
    - Operational Risk
    - Compliance
    - Enterprise wide risk
    - Legal
    - Internal Audit (Outsourced)
  - **Information Technology**
    - IT Architecture (Transformation & Modernisation)
    - Digital (Applications, Business Process Digitisation & Operations)
    - Information & Security Management
  - **Office of the CFO**
    - SCM
    - Treasury
    - Finance

Legend:
- ■ Existing function
- ■ Change in divisional organisation
- ■ New function
- ■ Eliminated function/ Outsourced

5.3 OVERVIEW OF THE IMPLEMENTATION SERVICES

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

5.3.1 Solution development and implementation services;

5.3.2 Business design or blue-print based on the assessment of the operations of NHFC, outlined business processes and the current IT applications in use;

5.3.3 Configuration / customization of the ERP Solution;

5.3.4 Data cleanliness and migration for each of the existing applications, functions into the ERP solution;

5.3.5 Data cleaning and migration of project data, contract data, finance data and employees data, etc. into the ERP solution;

5.3.6 Formulation of cut over strategy and making the ERP solution "usage ready"; and

5.3.7 Integration and/or interface with other applications, if required.

Project Management Services and Activities

5.3.8 NHFC intends to complete the project of implementation of ERP and complete the solution deployment, within (18 - 24) months of signing the contract for implementation. The service provider is required to organise the project to ensure these timelines;

5.3.9 Deployment of a competent team of experts in the area of the ERP and specific functional areas;

5.3.10 Scheduling the activities so as to complete the project of implementation and ERP deployment with all the functional areas of NHFC within a span of (18 -24) months of starting the project;

5.3.11 Deployment of resources to ensure that the project activities are carried out as per plan; and

5.3.12 Deployment of a project structure for effective monitoring, review and risk mitigation

Project Quality Services

5.3.13 Deployment of experts with deep knowledge of the processes of lending, grant facilitation, investment management, financial operations, finance & accounting, credit management and human capital management;

5.3.14 Deployment of templates and standard accepting mechanisms for the

project deliverables;

5.3.15 Use of central support and system management suite that offers amongst others end-to-end application lifecycle management to streamline business processes and proactively address improvement options, increasing efficiency and decreasing risks.

5.3.16 Feedback, monitoring and adoption;

5.3.17 NHFC may use the services of an independent third-party expertise to assess, review and quality control of the project artifacts and deliverables.

5.3.18 The NHFC will institutionalize mechanisms to adopt the feedback and ensure quality of work, without affecting the project timelines and also guided by the service provider where needed;

5.3.19 The bidder will put together a structure and mechanism for ensuring that all the key functional areas, users of each of the enterprises are consulted, feedback adopted and key differences identified, so as to facilitate standardisation as well as user adoption.

Training and documentation.

5.3.20 Training all the users;

5.3.21 Preparation of user manuals and training manuals with the provision for electronic manuals;

5.3.22 Documentation of processes;

5.3.23 Training the key executives and management for monitoring the performance and using the reports effectively; and

5.3.24 Training of NHFC core team on selected ERP solution developmental aspects.

Support services

5.3.25 Facilitating user adoption;

5.3.26 Continuous improvement and refinement of the processes;

5.3.27 Operations of help desk and refresher training;

5.3.28 Institutionalising structures and processes for management of SLA, strategic control.

Technical services

5.3.29 Sizing the infrastructure requirement based on the configuration and usage requirements; and

5.3.30 Provide support to NHFC to install and commission the ERP solution

in the NHFC private cloud.

5.4 THE SUPPORT SERVICES

5.4.1 Help desk operations - Initial Response, Immediate telephonic response and support for usage related and other minor problems. Dial-in/remote support for handling, minor bug fix;

5.4.2 Onsite support - On-site support for hand holding the users, database recovery and data synchronization after crash, performance tuning, bug fix, update for all critical functions;

5.4.3 Operational Support – On-site operational support after implementation;

5.4.4 OEM support – Ensuring the ERP Solution OEM services for system performance, performance tuning, upgrades etc.;

5.4.5 Documentation - upgrade the Documentation system on any new releases and provide any updates of technical and functional manuals

Centre of Excellence - Establishment of center of excellence (CoE) for ERP with the following:

5.4.6 Processes and structures for continuous improvement;

5.4.7 Processes and structures for solution roll out; and

5.4.8 Skills and expertise to maintain support and continuously improve the ERP solution.

Skill augmentation

5.4.9 The bidder is required to deploy skilled ERP functional consultants and technical experts to work with NHFC;

5.4.10 These functional consultants will work as the members of the internal team of NHFC, during the period of their deployment, carrying out the work as per NHFC requirements

5.4.11 The proficiency for the functional consultants to be deployed as part of the skill augmentation service has to be of the same proficiency as the functional/technical consultants required for the project.

Technical Architecture support

5.4.12 The preferred bidder shall validate NHFC's existing technical infrastructure and recommend an appropriate required infrastructure size to meet NHFC's business requirements in the implementation of the ERP system. This should be in line with the NHFC cloud strategy and infrastructure;

5.4.13 The preferred bidder shall also monitor the archiving strategy, control

and security aspects during implementation of ERP at NHFC.

5.4.14 The preferred bidder will then recommend the ICT architecture design for the implementation keeping in mind the geographical spread & complexity of the implementation, communication infrastructure available at NHFC and data archival & storage requirements;

5.4.15 The preferred bidder shall ensure that the recommended architecture is also able to provide for test, quality assurance and production environments.

6. HIGH LEVEL FUNCTIONAL REQUIREMENTS

The below functional requirements are not exhaustive, however indicative requirements.

6.1 Lending

Capabilities to apply for different Lending products across the NHFC value chain (Bridging Subsidy Housing, Wholesale Lending, Rental Housing Finance, Bridging Affordable Housing, Incremental Lending amongst others.)

6.1.1 Product descriptions

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 at a later date.

Product Offering	Description
Bridging finance	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
Long term mortgages	Long term loan term from 15 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.
Wholesale loans	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
Further divisions	Each of the above types can be split into the following: • Senior debt where NHFC has first right of repayment; • Mezzanine debt where some other loan has first right for repayment;

6.1.2 Customer categories

The following are the current customer categories, any of whom may use any type of loan. New categories may be added from time to time.

- Social Housing: NPC;
- Social Housing: ODA;
- Rental Housing;
- Affordable Housing;
- Subsidy Housing; and
- Incremental lending.

6.1.3 Revenue types

Interest - This can be linked to prime or JIBAR or fixed. The system must contain proper audit trail showing the details of the employee who has made changes to the system, including changes in interest rate.

Fees - Initiation fee charged on granting on a loan as a percentage of loan range from 0% to 3% Disbursement fee charged on each payment made on a loan as a percentage of the amount paid out range from 0% to 3%.

6.1.4 Loan Application Management

The ERP solution must have the ability to enable applicants to apply for a Lending product using physical/ digital (web based) channels. The expectation is for the NHFC clients to have a frictionless application process when using any of the Physical and Digital Channels availed. The system should have the capability to monitor Due Diligence process and be able to record the results of Due Diligence conducted on the application. A Preliminary Checklist should be checked from the system to ensure that all the necessary application requirements are fulfilled. Preliminary Checklists should be completed using the system which helps determine if a project is viable or not viable. Pipeline Register must then be updated, and Application file completed. The application should then progress to assessment stage. Detailed Checklist is submitted on the system, and Proposal is completed. The ERP must have the ability to produce statistical reports and dashboards showing number of applications received and number of financially viable applications, and number of applications at different milestones and also the time it took to complete each sub-process. The system must have the ability for Client Relationship Managers to prepare a Proposal for sanctioning.

6.1.5 Credit Assessment Management

The ERP solution must have the capability to perform evaluation of the application. Credit policy parameters for each product should be imbedded in the system. The system should have a link to verify current company directors, check PEP as well as credit checks. Reports be saved in the system for future reference. The client application is assessed to verify financial standing and means to deliver on the proposed value. The Proposal will be Approved/ Declined/ Referred back. The system should be able to capture outcomes and deliberations from sanctioning committees (MCIC, BCIC). The system should then produce Approved Term sheet for the client to sign and store the Signed Term Sheets. The system must then generate the Approval Letter. The ERP must have the ability to produce reports and dashboards showing number of Credit proposals approved, number of Credit proposals declined, number of in credit applications in progress, the total Value of Approvals and turn-around time.

6.1.6 Document Management

Application documentation must be produced from the system using the approved NHFC templates at any stage of the application Term Sheets, Approval Letter, Loan Agreements, Drawdown request forms, Status Change forms. The signed documents should be stored in the system.

6.1.7 Agreement Management

The system must have the ability to generate loan agreements. The client signs a loan and agrees to conditions attached. Counter signed loan facility agreement and Signed Loan Agreement Conditions precedence. The ERP must have the ability to produce reports and dashboards showing number of fully signed agreements.

6.1.8 Case Management

The client must be allowed to appeal a decision taken by NHFC and lodge an appeal. The system should re-open the application to allow for the Outcome to be revised. Revision of the decision will be conducted, and the application may be approved or remain declined. The ERP must have the ability to produce reports and dashboards showing number of application reviews and key event dates including addendums.

6.1.9 Notifications Management

The ERP must send updates on the progress of the application to the applicant. The applicant must receive notifications on progress of their application process when key specified points are reached in the workflow. The ERP must have the ability to produce reports and dashboards showing number of failed notifications, number of successful notifications and turn-around time.

6.1.10 Disbursement Management

The ERP platform should have the ability to disburse the funds into client or project accounts. The client must receive funds in accordance to agreed schedule/ milestones with the flexibility of amending the payment schedule should the client be ahead or behind schedule with construction or disbursing. Disbursements are to be finalised from the system. Payment of funds occurs in the form of Drawdowns. Drawdown request must be electronically signed, Status Change Form completely signed, and drawdowns updated in the financial system. The system should be able to block further drawdowns for projects that are in arrears, i.e. the client cannot process a drawdown request if not performing. The ERP must have the ability to produce reports and dashboards showing the Value of disbursements. The system should allow for periodic total, product totals amongst others.

6.1.11 Repayments Management

The ERP system must be able to handle all kinds of repayments into the loan facility. There should be functionality to cater for overpayments, refunds, and advanced payments. The system must show payment lines separately according to payment type for ease of identification and analysis purposes. The system should be able to generate settlement quotations, including calculation of pre-payment penalties and allow for clients to settle and close-off the loan facility earlier than the prescribed term. The system should have the capability to handle revolving credit loan type portfolios.

6.1.12 Debtors Book Management

The ERP system should have the ability to manage interest and capital moratoriums, overdues, arrears, and defaults on the loan facility including loan facility restructurings. The ERP system should send notifications to the Credit Risk Monitoring team as soon as clients miss their payment date. The ERP must be able to produce loan ageing reports and dashboards per product offering, per facility, per client, showing age analysis by number of days past due, age analysis by funder, trends, current amounts due and roll rates etc. The dashboard should include the amounts billed together with the amounts collected per product or client at any given time in order to determine the collection rate. The reports should be available at any given or desired period e.g., daily, weekly, monthly, and quarterly. The system should flag loans that are non-performing or in distress as early as possible so that the necessary action can be taken timeously, and legal action can be avoided.

The system should have functions to make provisions for impairments and also be able to write-off non-performing loans from the loan book while stepping in and pursuing collections on them. The system should calculate interest and rates that can be linked to prime or JIBAR or fixed. Where necessary the system should allow interest to be raised on a debtors' statement but not recorded in the ledger due to default. Penalty interest on overdue amounts must also be possible. The ERP should provide a report by customer and loan type showing losses monthly and annually split into provisions, write offs and fair value adjustments to enable IFRS9 calculations. Ideally this should include take on records. The system must have proper segregation of duties between the capturer/originator and approver across all business functions performed.

6.1.13 Customer Relations Management

The ability to manage all client communications from the system and client Meeting Management capabilities and talk to the Debtors Book management system. Reports on the following should be available: Client application aging by position in approval process (aging by days / weeks / months), Client queries aging in days and Client queries handling time.

6.1.14 Workflow Management

The system must be workflow based with proper user segregation in place and the ability to route submissions, disbursements etc to the relevant approvers with rerouting for absent people seamlessly. The system should have proper roles and authorisations defined in line with the approved delegation of authority, also the business process and business rules.

6.2 Finance

Over and above the typical financial reporting model, the ERP should also have the following:

6.2.1 Budgeting tool

The ERP system should have a budgeting model whereby all divisions of the NHFC can capture their Forecast for the remaining period in the current   financial year and budgets for the next financial year per month and the annual budgets for the outer year. The ERP system should consolidate all the divisional budgets automatically and generate the budget financials for the forecast year and future years. The ERP system should have a dashboard for analysis of relevant key performance indicators important for the NHFC. Once approved should be integrated in the financial, management and procurement systems/models.

6.2.2 Costing for management reporting

The ERP system should have a model that is separate from the financial reporting that will accommodate allocation of costs across the divisions and another level for allocation of all costs (using different allocation basis) to products and revenue generating units. The ERP system should be able to generate income statement per product and revenue generating unit taking into account all allocated costs.

6.3 First Home Finance (FHF)

6.3.1 First Home Finance Application Management

The ERP system must enable the origination of the grant application using a digital channel made available at the early stages of application when the applicant is still applying for a home loan at a Financial Institution such as Banks, RFIs, etc. FHF is one of the most important initiatives of the NHFC and the National Department of Human Settlements which is targeted at the first-time homebuyers. It is one of the few programmes where the NHFC engages directly with the retail market through processing and paying housing subsidies to need South Africans.

A client can apply for a FHF subsidy to supplement existing finance application granted by the financier and to support community savings scheme or individual savings. A client can also apply for a FHF subsidy in order to reduce the home loan amount where 100% of the home loan was granted. Client's application is processed, reviewed and client is notified. The client is notified of progress throughout different stages of the application. Client can submit queries, enquiries, and request for changes. A client is issued with the outcome and their ID number/ name and surname recorded in the National Housing Subsidy Data Base system as a recipient of the government grant. A client can dispute an outcome of the FHF application. Client receives payment in bond account or attorneys trust account number provided. In some instances, once approved, subsidies will be paid into the Lenders Suspense Account and Lenders will pay service providers and/or pay into the beneficiary Bond account.

6.3.2 Originate the grant application

The ERP solution must have the ability to capture a prospective client application with all the relevant supporting documents prepared and attached. A completed application form filled via an online platform and supporting documents are to be uploaded to the system. The system must have Application checklist completed before the application is submitted for processing. The ERP must have the ability to produce reports and dashboards showing number of applications received per province (cascading to Municipal level), number of applications processed per province, number and rand value applications approved per province, number and rand value of applications disbursed per province and number and rand value of approved loans leveraged from financial institutions. Other reports required are gender of applicants which can be reported on or by the preceding variables.

6.3.3 Application Processing

The system must be seamlessly integrated with 3rd Party systems to perform real-time validation on external databases to validate ID numbers against certain criteria when Processing the Application. The system must interface with those external databases when the Application is assessed which inform the decision taken. These Qualification Criteria Checks are done with the following third-party systems:

- Home Affairs checks;
- Deeds Office checks;
- NHSDB;
- Persal checks; and
- GEPF checks/ UIF checks.

The system must be able to interpret the results returned by these external databases,

the outcome therefore established, and the Application set to Approval/ Decline status. The system must have the capability for the user/supervisor to override search results returned by the external interface when the processed application yields an unfair unfavourable outcome to the client. The system must generate a grant letter or decline letter which must be signed and sent to the grant applicant systematically. The ERP must have the ability to produce reports and dashboards showing number of applications declined due to being recipients of subsidy housing products previously, number of applications declined due to misrepresentation of info, number of applications approved, Total value of approvals and Total value of home loans approved. The execution of reports must be such that they can be presented by Province. The system should also be able to track the duration of application processing in the FLISP value chain and produce a Processing Turnaround time report.

6.3.4   Send notifications on progress

The ERP system must be able to send automated notification to the customer notifying them of application progress. FLISP application notifications must be setup such that they systematically get sent to FLISP beneficiaries and partners who submitted the application on behalf of FLISP applicants. The Notification Trigger Event should contain details such as the application reference, missing info that the client needs to supply, application outcome, etc). The ERP must have the ability to produce reports and dashboards showing number of successful notifications and number of unsuccessful notifications.

6.3.5   Case Management

The system must have the ability to log Client query/ request, issue a Reference Number and capture updates when the Query/ request is being resolved and update status accordingly. Reference Number must be closed when the Client query or dispute is resolved, and feedback has been provided. The ERP must have the ability to generate reports and dashboards showing number of cases, queries, enquiries, complaints, or disputes logged, number of cases by status e.g., successfully closed, in progress, etc.

6.3.6   Finalise Outcome

The ERP solution must have an automated interface to register the beneficiaries in the National Housing Subsidy Database (NHSDB) System following a successful outcome at processing of the application. Once Confirmation has been sent to the client the details of subsidy recipient are recorded in NHSDB to prevent future similar benefits from government funding. The ERP must have the ability to produce reports and dashboards showing number of NHSDB-Registrations which can be represented

by Province.

6.3.7 Manage Appeals

The system must have the functionality to manage appeals on declined applications. The client is given an opportunity to appeal an unfavourable outcome by lodging a dispute. The appeal will be lodged with relevant supporting documents attached. The system must be able to reopen the application and allow for further processing of the application. Dispute must be resolved from the system and feedback provided. The ERP must have the ability to produce reports and dashboards showing number of disputes/issues resolved, number of disputes raised.

6.3.8 Manage Disbursements

The ERP system must have the ability for clients to initiate a payment request when the funds are required. The Payment Requisition must be processed from the system and Payment request submitted to Finance Department for Disbursements. The ERP system must be fully integrated with the Finance and Treasury systems, Banks, and other participating Financial Institutions. The system must create an end of day batch file of all payment requisitions approved on a daily basis and send them to the bank through an automated interface. The ERP must have the ability to produce reports and dashboards showing number of payment requests made, payments audit report showing successful/ bounced payments and Total value of disbursements.

6.3.9 Document Management

Application documentation must be produced from the system using the approved NHFC templates at any stage of the application Checklist, Grant Letter, Decline Letter, Payment requisition, Client/Application supporting documents. The signed documents should be stored in the system.

6.3.10 Customer Relations Management

The ability to manage all client communications from the system and client Meeting Management capabilities. The system must comprise of Partner On-boarding capabilities for Banks, Developers, Bond originators, and any future partners.

6.3.11 Workflow Management

The system must be workflow based with proper user segregation in place and the ability to route submissions to the relevant approvers. The system should have proper roles and authorisations defined in line with the business process and business rules.

6.4　Corporate Finance

6.4.1　Investment Proposal Management

The ERP solution must have the ability for applicants to apply for quasi-equity loan or equity investment. The prospective clients should be able to apply for a quasi-equity loan or equity investment product in order to finance housing projects and structures as this will enable sustainable delivery of affordable housing options to customers. All relevant information related to the quasi/ equity application is received from the applicant and the investment proposal is developed.　The application must be completed together with supporting documents supplied uploaded to the ERP solution. Initial Financial Due Diligence is then completed where missing info/ documents are supplied by the applicant. The ERP system must have the functions to record the results of the due diligence conducted on the application.

The Appraisal stage gets completed and Contract is drawn up. Contract is finalised and an Agreement signed. Total funds authorised for disbursements are captured in the system. The ERP must have the ability to produce reports and dashboards showing number of applications submitted, number of applications assessed and reports showing Turnaround time for application.

6.4.2　Receive notifications on progress

The ERP solution must have the ability to send notifications to clients. The applicant must receive updates on the progress of application when key specified points are reached in the workflow while the Proposal status is being finalised. The ERP must have the ability to produce reports and dashboards showing number and percentage (%) of failed notifications as well as number and percentage (%) of successful notifications.

6.4.3　Partner/Client Onboarding (CRM)

The system must have client relations management capabilities where the Partner/Client details are captured and verified. Partner/Client is onboarded.

6.4.4　Negotiate Terms and finalise

The client must be given the opportunity to negotiate the terms of the contract prior to approval/ decline. The terms of the contract are reviewed and negotiated. The ERP system must allow for the review of terms and the Contract then finalised with all Conditions met. The system must track Turnaround time.

Legal Agreement Management – The system must be able to generate Loan Agreement/Subscription/Shareholders, send to client and agreement signed stored in the system. Partner will be onboarded following the signing of the loan agreement and

Total funds authorised for disbursements must be captured.

6.4.5 Contract Management (Equity Management/ Equity Partnerships)

The system must provide the capability to manage the contract between the client and NHFC until end of term.

6.4.6 Disbursement Management

The ERP system should have the ability to process client payments. Clients should be able to receive Disbursements as per anticipated projections on the agreement with NHFC. The client must receive disbursements as per agreement. Disbursements are paid out in line with the agreed terms. The system must have the ability to report on Total funds authorised for disbursements, disbursements paid, disbursements remaining.

6.4.7 Loan/Investment Performance Monitoring

As per agreement, the client will report on performance as per guidelines provided by NHFC. Investment performance is in accordance with projections. Management accounts of the partner. Conditions for investment horizon timelines have matured.

6.4.8 Loan Debtors & Investment Processing

The ERP solution must have Debtors and Investment management functionality. It should produce age analysis reports showing days past due on the Loans.

6.4.9 Deal Exit

The client must be afforded the opportunity to buy back equity in an event that NHFC intends to divest. Investment is sold and agreement signed. Investment will reach maturity and Investment performance may not in accordance with projections. Sale is finalised and an Agreement is signed. The ERP must have the ability to produce reports and dashboards showing number of number and percentage (%) of Unsuccessful investments as well as number and percentage (%) of Successful investments.

6.4.10 Case Management

The ERP system must have the ability to log Client query/ request, issue a Reference Number and capture updates when the Query/ request is being resolved and update status accordingly. Reference Number must be closed when the Client query or dispute is resolved, and feedback has been provided. The ERP must have the ability to produce reports and dashboards showing number of cases, queries, enquiries, complaints, or disputes logged, number of cases by status e.g., successfully closed, in progress, etc. The reports should be available on a periodical basis as per the user selection.

6.4.11 Document Management

Application documentation must be produced from the system using the approved NHFC templates at any stage of the application Term Sheets, Approval Letter, Loan Agreements, Drawdown request forms, Status Change forms. The signed documents should be stored in the system.

6.5   Strategic Partnerships

6.5.1   Grant and Voucher Management

The ERP solution must have capabilities to receive grant to fund – receiving grants, allocating them to programmes/ projects and authorising payments (qualifying beneficiaries are provided with a site which is resourced in terms of basic infrastructure – voucher is broken down to correspond to work delivered).

6.5.2   Inspect to Pay

Quality control processes to verify delivery of agreed work before payment is authorised.

6.5.3   Request to Manage Programmes

The Strategic partnerships stream also focuses on the requests by clients to manage programmes being delivered by suppliers (development, capacity improvements) and thus act as an intermediary between customer and supplier (implementing agent – earn fees).

6.6   Programme Management

6.6.1   Fund Management

The ERP system must consist of a Fund Management (FM) solution to manage funds placed with NHFC by Clients for disbursements to service providers for the construction projects. The client enters into an agreement with NHFC for the management of funds, where in some instances the NHFC plays a Project Implementation Agent (PIA) role where the construction project is left entirely with NHFC.

6.6.2   Budget

The FMS should be able to load multiple copies of a Project. A project can have two (2) modes:

- **Budget setup mode** – Entire Project should be loaded here, when satisfied the data to be copied to the Live Mode. This data mode will then be converted to live on the approval of an Administrator. This data mode will not be made available or interfaced with either the Financial and Supply Chain systems or the web portal.

- **Live mode** – All transactions performed here. Project can be copied to a budget file, so additional budgeting can be done. A copy of the Live Mode can be made and then the Live Mode entries can be edited due to a change in the subsidy/fund amount per unit. This can occur at any time when the amount budgeted for a unit can be changed. In this case, all costs on the Live mode must be changed, and be applicable as of that specific date.

6.6.3 Web Portal

A web portal is to be designed to capture the work done by an Approved Person (AP). The AP will log in and all entries for the AP/ Company will be pre-populated to this interface screen. The AP will be able to sort and filter and select the entries from this budget as to the work completed. The ability to claim a lesser amount (percentage %) can also be entered as a claim for the line item. Once the claim is correct the AP can submit the claim, and as such the claim will be updated in the FM system for NHFC Approval and Payment.

6.6.4 Systems Integration

It is important for the system to integrate with Financial and Supply Chain system and other systems in the organisation including NHFC Treasury systems. This will enable reconciliations to occur between the 2 systems, such that the Fund, fees, and the interest can balance equally between the systems. The budgeting according to the current manual Business Financial Management (BFM) costing model will also be done on Financial and Supply Chain system.

The interface will consist of the below:
- Receive Fund balances from FINANCIAL system;
- Send Payment request to FINANCIAL system;
- Receive confirmation of Payment from FINANCIAL system;
- Send Fees amount that is Invoiced to FINANCIAL system;
- Send Request to FINANCIAL and Loan Management system for Drawdown and
- Request Interest Balance on Fund in High Yield Account from FINANCIAL system.

6.6.5 Processing of claims/ Invoice

A claim is a list of costs on a project that must be paid by NHFC to a Company for work done. A claim can be received from an AP in 2 ways:
- Online by an AP on the FMS Claim Web Page; or
- On Paper by an AP, and an NHFC Person can re-capture the Claim directly into the system.

Costs on a Project:
Costs on a project can be of the below forms:

1. Fixed Staff costs – this can be fixed per period or fixed per Unit. Note that there would be multiple Fixed Staff cost entries;
2. Variable Staff Costs, this can be loaded as a monthly cost;
3. Operating Costs;
4. Fees;
5. Professional Team/ Resource. This can be linked to a phase, a unit or group of units or any activity;
6. Work -Any form of work can be loaded as an activity, with an associated cost; and
7. Materials - Materials can be loaded as an activity, with an associated expense.

Notes:

- An Invoice can have multiple Payments; and
- A User can enter Start of period and End of period, enter Cost per period, or cost per month and system to show total for period.

6.6.6 NHFC Fees

Fees are received for a service completed by NHFC. NHFC will create an invoice automatically based on the contract with the Funder. The Funder will authorise the payment (external process) and NHFC will receive payment.
Fees can be:

- Fixed per building/ Unit /Payment effected on Payment of a Milestone; and
- A Percentage (%) of Funds (calculated on Tranche transferred) Payment effected on Transfer.

Fees will be paid from Fund to NHFC Company/ Account (specify Account). The system should ensure that fees cannot be double charged, i.e. it is either on Fund transfer or on Milestone completed. The system will calculate the fees based on the User capturing the fees and producing an Invoice, by either completion (part or full) of a Milestone, or on receipt of Funds.

6.6.7 Beneficiaries

Each being built is allocated to a beneficiary by the HSS system. The HSS system has a beneficiary's export file that links beneficiaries to Stand numbers. The FM System should be able to import beneficiaries from an excel file, and populate the FM system, and this should be editable by an Administrator. There should be a seamless integration with other systems like HSS.

6.6.8 Capturing and Loading the company

This refers to capturing or loading any company and related data. This can be any company such as NHFC or any of its sub-companies, a funder, a developer or contractor or sub-contractor, or any company or creditor that does any work related to a project. All the company data that is mandatory must be captured in the system. The system should allow new companies to be added, and company data to be updated. A company can also have different roles on different projects, so can be captured multiple times, each with a different role and with a different bank account number. A bank account number can only be changed by a system Super User.

A company can also be involved in multiple projects and as a result have multiple loan accounts, and as such each loan account can be linked to either the same company with a different role or a different bank account. The maximum bridge finance facility and amount will be dependent on the project and related Loan account. The system should also have a save button for data captured on the screen to be committed to the database, and saving should also be done by the system on exiting the screen, or on the User pressing any button to navigate to another place in the system, such as on the new or update buttons. The system should also have a search functionality to view a list of all companies in a table format, and this table should be dynamically updated / filtered upon the User typing in characters in the company search field.

6.6.9 Capturing / Loading a Fund
As noted in the process when a new project is approved, the first action that occurs is a Fund is provided to NHFC for the Project. As such all the details pertaining to the Fund must be captured. Information such as the project (name) related to the Fund, the amount of the Fund, when it is received and for what the Fund is to be utilised for.

A Fund can also be received in multiple tranches, and as such there can be multiple amounts received at different dates to make up the total Fund. The system should update   the tranche number and amount as each amount is paid to NHFC per Fund, although this tranche number can be updated by a User.

A user should be able to update the Fund as a new tranche gets paid to NHFC. The functionality for the system to get an update from the FINANCIAL AND SUPPLY CHAIN SYSTEMS can also be developed. The following buttons should be available for this Fund capture functionality: New, Update, Save, Delete (Admin Only), View and Print. The View button should provide a table to show the tranches of a Fund (Monies received from a Funder).

6.6.10 Capturing / Loading a Project
This would refer to building a project and all its sub tasks and work as well as budgeted costs to each of the activities. The system should allow a User to build a project. This means that the User should be able to capture the projects over archiving

administration and financial data to the project such as the Project Name, maximum project value, Project budget, maximum Units, Funder, etc.

The User should then also be able to build the project in line with its activities such as the phases of the project, with its sub milestones, and its dependent tasks and administrative work in a tree structure. Project data capturing should include information on the Service Level Agreement in terms of project size, subsidy amount, project duration, contract value, programme/project managers detail, client details, project scope, etc. As an example, the project could consist of 2 phases of 100 houses and 100 apartments, each would have multiple and different milestones such as foundation, wall plates, and roof for houses and possibly foundation, walls, slab1, walls, and roof for apartments; each would also have a number of work tasks such as electrical, plumbing, etc. and professional tasks like engineers inspection, NHBRC certificate etc.

The system should therefore allow the User to build the project flexibly and as per the project building schedule. The system should also allow for other types of tasks to be added into the schedule for example Materials, trucks, etc. It must have drop down arrows and search functions. Project information to be grouped into project phases as per PLCM. The system should also be able to link a company to an activity. This will allow a company/ creditor to be paid for the activity completed (or in part). For each Activity where a payment must be made the system should check for a document to be uploaded. As an example, a wall plate activity 100% completed should require a certificate to be attached before a payment for the wall plate is made.

The system should also track the percentage for each activity, such that any activity completed partially could also be paid as a percentage. An example is where 30% of the bricks is delivered for the activity 'Bricks' a payment for 30% of the budget against the total brick budget should be allowed. These partial payments will require a secondary authorisation. Each Task should also have a time allocated to it. This would be the budgeted time for the activity.

Since projects like any businesses operate of fixed and variable costs, the projects' ability to finish within the budget and schedule is paramount. The means even if the project is within budget the longer it takes beyond the original schedule the more it erodes profit. Ability to manage and report on this relationship is part of project management. The system should also have an ability to generate projected performance such that deviation from plan is identified timely and resolved before more damage is done.

6.6.11 Capturing / Loading Beneficiaries

This would refer to a User capturing beneficiaries of housing units, or a system import and update of beneficiaries. All details related to Beneficiaries must be input to the system. The system should accommodate the following buttons: New, Update, Add,

Delete (Admin), Save, View and Print. The View button should bring up a screen table where the list of beneficiaries can be viewed and edited. The Print button should allow a print of this list, per page specified.

6.6.12 Capturing Payments

This would pertain to actual payments that need to be made on a project. The payment process would start from an invoice being received. Each line items that needs to be paid will be captured for payment on this system. The User will select from the Payments menu the project and activity as per the invoice, as this should already be in the system, and further capture the company to be paid and the amount.

Once the amount is captured the User should be able to see the list of payments to be made and post this for verification to a Super User for authorisation. Upon Authorisation a batch of payments should be printed for payment (in the manual case) or posted to Financial and Supply Chain system for payment.

The Finance department would make payments as per the batch of payments received from the FM module, (either manually or via the system), and a confirmation of payment should be sent back to the FM module to confirm that the invoice has been paid. The FM system will then change the payment status to Paid. The balances on the project, and phases and activities as has been budgeted against each item will be updated in the FM module.

6.6.13 Creditors

The ERP Fund Management module must provide for the payment of creditor. The creditors must be linked to the project so that each creditor's report can reflect payments made against specific project and project budgets. The creditor's details must be captured in full reflecting all the key details, like banking details, vat number, etc.

- Payments on Milestones – The system must be able to recognise units within a milestone that have been paid already to avoid duplication. Paid milestones/units must be locked off.
- Receipts from Client must reflect the amount and date received, the number of units for which it is received, the milestone for which it is received and accumulated receipts at any given time. In cases of variations/increase in subsidy quantum for remaining units, the system must be able to accommodate the new subsidy quantum.

6.6.14 Web Portal Payment Requests

This refers to any creditor or any company requesting payments on behalf of creditors. The Requestor will have a Username and Password to sign-in to a web page that can allow the requestor to capture the payment request. This request will be saved by the

requestor and posted. The system will then trigger an e-mail to the NHFC person to check the payments table and make payment. An update to the Payments table should happen once a payment request has been verified, approved, successfully processed, and committed in the database of the system. The system should link all costs associated with this payment request in line with activities initiated on the portal. There should be web services that expose functions that will provide information to the web portal.

6.6.15 Construction

Project Site visits should be recorded in the system. The system must have an inspection function that takes pictures of milestones and beneficiary ID at hand-out. Capability to Record GPS co-ordinates of the project site should be available and the ability to load photos of inspections on site. Progress on each milestone should be updated online by all parties involved so that the administrator does not have to request monthly reports.

6.7   Interface to Financial and Supply Chain system

This refers to all FMS and FINANCIAL AND SUPPLY CHAIN SYSTEM interfaces. Interfaces:
1. Receive Fund balances from Financial and Supply Chain systems;
2. Send Payment request to Financial and Supply Chain systems;
3. Receive confirmation of Payment from Financial and Supply Chain systems;
4. Send Invoice to FINANCIAL AND SUPPLY CHAIN SYSTEMS for Fees;
5. Send Request to FINANCIAL AND SUPPLY CHAIN SYSTEMS for Payment/ Disbursement; and
6. Request Interest Balance from Financial and Supply Chain systems.

6.8   Data Migration from the legacy system

The service provider is expected to purify and migrate all data and history from the existing systems to the new system before go-live.

6.9   Reporting requirements

The ERP system must be able to produce reports and dashboards that show the number of units completed per milestone and produce financial reports showing funds received from clients, payments made and the balance of funds in NHFC's bank account. The system must provide for the management of creditors/service providers and show the accumulated payments to each service provider per invoice/claim submitted. The system should also be aligned to the

Business fulfilment costing model where the following main cost streams must be managed – Fixed staff cost, Variable staff cost, Overheads/Running cost and Fees/Profit due to NHFC. (Where construction of Houses forms part of the programme the actual construction milestones as should be included in the construction milestone report). Reports must be able to calculate percentages and be graphical. Users must be able to design their own reports using own field selections and customising the report according to unique requirements and flexible periods such as weekly, monthly, quarterly, and yearly reports with a From and to date, NHFC logo and Report Title.

6.9.1 THE FOLLOWING REPORTS MUST BE GENERATED:

- **Funder / Client Report,**
- **List of Funds Received,**
- **Summary Per NHFC Company,**
- **List of Projects,**
- **Payment Summary (Summary per Project),**
- **Track Overall Monthly Claims,**
- **Track payments per supplier/ contractor**, *incl. invoice numbers where applicable, Milestones/site payment recon***,**
- **List of Drawdowns/ Payments Made Paid against Budget,**
- **List of Fees Due by various Clients,**
- **List of Beneficiaries, List of Receipts,**
- **Interest Report** - *On interest earned on funds not disbursed and various periods applicable,*
- **Company/ Creditor Summary** *Opening Budget, Payments total, Balance, Interest rate, InterestAccum,*
- **Company/ Creditor Detail** *(Statement) Opening Budget, Dates &Invoices, Dates & Payments received, total Balance, Interest rate, InterestAccum, Age Analysis,*
- **Construction milestone report -** *Showing unit rate, approved no of beneficiaries, approved budget, amount received from client, amount paid to date per milestone, balance available per milestone, units produced to date per milestone, no of units covered by the available funds,*
- **Executive Financial Summary -** *Showing Total budget for the project, funds received from client to date for the various tranches, funds paid to date for the various,*
- **Payments to Creditors -** *Showing amounts paid per various milestones and per invoice/claim numbers per period,*
- **Month End Reconciliation -** *Ability to do monthly bank reconciliations and others on the system.*

6.10 ENTERPRISE WIDE RISK MANAGEMENT

The ERP system must consist of a Enterprise Wide Risk Management (EWRM) solution to manage strategic risk, operational Risk and Compliance within NHFC.

6.10.1. Risk Management
- Risk requirements aligned to NHFC strategy;
- Strategic and operational risk registers (web based);
- Scoring methods aligned to approved Risk Management Framework
- Risk Programmes;
- Heat maps;
- Automated reporting; and
- Escalations (risk champions, Management and Board Committees).

6.10.2. Compliance Management
- Regulatory Universe;
- Regulatory Reports;
- Compliance Risk Management Plans
- Scoring methods aligned to approved Compliance Management Framework
- Heat maps
- Automated Reporting and
- Escalations (risk champions, Management and Board Committees).

6.10.3 Audit
- Automated Tracking schedules
- Shared folder
- Automated reporting and
- Escalations (risk champions, Management and Board Committees).

6.11 LEGAL

The ERP system must consist of a Legal solution to manage the following areas within the Legal department .

- Automation of the Title Deed Register
- Automation of the Contract and SLA templates with functionality to edit.

7. TECHNICAL PROPOSAL FOR ERP SOLUTION

7.1 The bill of materials: The Technical proposal for ERP Solution should contain details of the solution components proposed along with how each of the solution

components would meet the requirements of NHFC. The technical proposal should address the followings: -

    7.1.1   Functional coverage of the solution proposed;

    7.1.2   The complete landscape of the solution with modules, integration points etc;

    7.1.3   How the different processes of NHFC are integrated with the solution;

    7.1.4   The bill of material of the ERP solution with a list of all the modules, tools independently priced items along with metrics for licensing (pricing) and total quantity proposed;

    7.1.5   The rationale for the different solution components and the licensing metrics;

    7.1.6   The rationale for the sizing of the different modules of the ERP;

    7.1.7   How the solution components are sized and their relationship to licensing metrics;

    7.1.8   The details of third-party solutions if any, their description and purpose, licensing metrics and sizing considerations; and

    7.1.9   The bidders while proposing the ERP solution with detailed bill of materials, are also required to provide definitive commitment on how each section of the processes described in the RFP are addressed by which module/components of the bill of material.

7.2 Key technical features: The bidders are required to provide the compliance of the proposed ERP solution to the following key technical features.

7.2.1 Proposed application shall offer all the functionalities required as a single application solution covering real time posting;

7.2.2 The Proposed ERP solution should have all the core modules with required functions as natively integrated applications on a single interoperable open platform;

7.2.3 The ERP Solution should provide wide range of security features such as Single Sign-On (SSO), Multi-factor Authentication, Authorisation and Integrated User management;

7.2.4 The ERP solution should provide implementation, administration and operational tools seamlessly integrated with the product;

7.2.5 The ERP Application shall provide an application architecture which can be integrated with third party/ legacy applications using the built-in integration tools;

7.2.6 ERP Application should have single sign-on access across applications and should be intuitive, with easy-to-use user interface that can be accessed via the web interface;

7.2.7 ERP Application should have single sign-on access across applications and should be intuitive, with easy-to-use user interface that can be accessed via the web interface;

7.2.8 ERP Application should have ability to provide concise overview of parameters like configuration changes, infrastructure usage, performance, required maintenance activities, potential security issues, status of business flows and diagnostic test results;

7.2.9 ERP Application should provide performance statistics for the CPU/ Memory, database, Application servers;

7.2.10 The ERP Application shall have a built-in software to manage application software backups and restore with Source Control and the

solution shall have a built-in software to manage automated database backups and restore;

7.2.11 The ERP Application should include tools/ mechanism for System, Database and performance measurement activities;

7.2.12 ERP Application / System should have tools for administration of Configuration management, Performance tuning, System diagnostics and Capacity planning;

7.2.13 The ERP solution should support multiple levels of reporting including transactional reporting, analytical reporting etc. It should support reporting on excel sheets as well as format intensive reporting, graphics and will have a facility to drill down;

7.2.14 The ERP solution should come with inbuilt tools for data migration, upgrades etc;

7.2.15 The ERP solution should have provision for handling reporting through a data warehouse;

7.2.16 The ERP Solution should provide application development tools to support continuous development/refinement of application; and

7.2.17 The ERP solution should provide a robust set of communication and reporting tools and must be able to auto-trigger emails / SMS communications to concerned as per business rules configured in the system.

8. ANTICIPATED PROJECT TIMELINES

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

9. EXPERTISE AND CAPACITY

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

9.1 Project Manager: Computer or project management related Degree or equivalent, with at least 10 years of proven experience, In-depth knowledge, and experience of managing at least three projects as project manager and proficiency across multiple modules of the ERP solution within the financial sector (Abridged CV's, qualification and copies of certificates must be submitted including OEM project equivalent certification or PMP certification, Prince2 certification). The CVs should describe the role(s) of each resource. The number of resources that is proposed should be factored in the price of the project.

9.2 Functional Consultants: Graduates in computer science, Information Technology, Information systems, Information Technology, Engineering, relevant degree business administration or commerce or relevant degree, with at least 10 years of proven experience in the functional and implementation of proposed ERP solution, experience of executing at least two projects as functional consultant for the specific functional area. In depth knowledge of IT systems implementations through an SDLC process within the financial services sector. The number of resources that is proposed should be factored in the price of the project.

9.3 Technical Consultants: : Graduates in computer science, Information Technology, Information systems or Engineering or relevant degree, with at least 10 years of proven experience in the technical areas related to the proposed ERP solution, in terms of installation, commissioning, architecting and technical developments. In depth knowledge of IT systems implementations through an SDLC or equivalent process within the financial services sector. The number of resources that is proposed should be factored in the price of the project.

9.4 The appointed service provider to have the followings:
9.4.1 Bidder to be a certified partner of the proposed ERP solution;
9.4.2 Knowledge of Systems Development Life Cycle (SDLC or equivalent);
9.4.3 Have carried out several similar exercises elsewhere; and
9.4.4 Have enough capacity to carry out the assignment in terms of the agreed contractual obligations.

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

10. PROJECT IMPLEMENTATION METHODOLOGY

10.1 The methodology to be deployed by the bidder to implement the ERP solution will have different work elements and activities. All these activities and the work elements should coherently focus on achieving the following key results.

10.1.1 Quality of the solution deployed on time and within budget;

10.1.2 Customer satisfaction while deploying and during usage; and

10.1.3 Successful implementation in terms of completeness and timely accomplishment of the outcome.

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

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

10.2.2 Stakeholder consultation other than workshops, with those stakeholders who will be identified by NHFC, for the purpose of critical inputs, review, suggestions, process description etc.

10.2.3 Review sessions with different stakeholders for signing off the deliverables, walking through the deliverables for facilitating quick understanding.

10.2.4 Documentation of proceeding – recording the developments, discussions, deliverables, using standard methodology and native tools available with the ERP solution.

10.2.5 Work standards/practices for documentation, configuration, testing, data migration etc.

10.2.6 Training the different stake holders, on a continuous basis. The above descriptions are not exhaustive, however indicative requirements.

11. TESTING APPROACH

The bidder shall propose and explain the test approach. The following are expected to be part of the testing approach to be adopted by the bidder.

11.1   Unit Testing: validates that individual functions are configured and/or developed to appropriately translate technical and functional requirements. This would include testing of individual configuration elements, process steps

associated with business transactions, and custom development objects. Unit testing should include:

- **Positive Testing** – validates that test functions correctly by inputting a known value that is correct and verifies that the data/view return is what is expected.
- **Negative Testing** – validates that the test fails by inputting a value that we know is incorrect and verify that the component or test case fails. This allows us to understand and identify failures and that the target application is operating correctly by displaying the appropriate warning message.
- **Unit Test Data** – fabricated or customer specific master data will be manually entered as required for unit testing and used by other teams where appropriate.

The unit testing shall be done on the DEV system, on the fully configured and enhanced system. A separate unit test client should be setup on DEV for the testing. Unit testing will be planned, executed and managed with participation from the NHFC project team members.

11.2 **Scenario (Integration) Testing –** validates a set of business processes that define a business scenario in a comprehensive and self-contained manner on a macro level.

- Integration testing is recommended to be done in multiple iterations.
- The initial iteration of integration testing concentrates on testing all import business processes within the ERP Solution components, starting with touch point scenarios and ending with end-to-end scenarios.
- The final iteration of integration testing focuses on cross-functional business scenarios, custom development objects, converted data, and solution security.

The integration test shall be done on the Quality Assurance (QAS) server on the fully configured and enhanced system that was transported to QAS. Integration testing shall be managed and executed by all project stakeholders. All test results shall be formally noted, and problem resolution carried out as a priority according to the problem sheet.

11.3 **User Acceptance Testing (UAT) -** The User Acceptance test will be performed and signed off by the NHFC business stakeholders. The user acceptance test shall be done on the Quality Assurance (QAS) server on the fully configured and enhanced system that was transported to QAS

12. CHANGE MANAGEMENT APPROACH

The bidder shall define its approach to Organisational Change Management over the life of the engagement, including the development of a detailed assessment and the implementation of a communication plan. These activities will be conducted by the bidder in conjunction with NHFC.

13. PROFESSIONAL MEMBERSHIP

It is mandatory for the service provider that will be in charge of this NHFC assignment to be a Certified Business Partner or Original Equipment Manufacturer.

14. PRESENTATION OF THE PROPOSAL

Bidders who qualify for technical evaluation are required to make a presentation to the NHFC at a date, time and venue determined by NHFC to make a presentation of their Technical Proposal. The purpose of such presentations would be to allow the bidders to present their methodology, unique capabilities if any, the project structure, the quality of the project team etc.

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

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

15. CONTENTS OF THE PROPOSAL

The Technical Proposal must include the following:

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

16. EVALUATION CRITERIA

Evaluation of the bid will be conducted in 4 (four) phases as follows:

Phase 1: Eligibility / Pre-Qualification criteria

Bidders will be evaluated according to pre-qualification requirements which include the submission of mandatory information or documentation as stated in **section 4.1** of this document. Bidders that fail to meet the pre-qualification requirements of the bid will not be considered further for evaluation.

Phase 2: Technical/functional evaluation

Qualifying bidders shall be evaluated on technicality / functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements of 60 points out of 70 points. Bidders who score below the minimum requirement shall not be considered for further evaluation in phase 3.

Phase 3: The Presentation qualification phase

Bidders are required to score a minimum of 25 points to qualify for the last evaluation phase.

ITEM	FUNCTIONALITY CRITETIA	MAXIMUM POINTS ACHIEVABLE	MINIMUM THRESHOLD
1	Desktop Technical Evaluation ✓ Details found in the below detailed functionality scorecard.	70 points	60 Points
2	Presentation	30 points	25 Points
3	**Total**	100 points	85 Points

Detailed Desktop Technical Functionality Evaluation Scorecard below:

DESKTOP TECHNICAL FUNCTIONALITY				
Item	**CRITERIA**	**SUB CRITERIA**	**SCORES**	**WEIGHT**
1.	**Organisational Experience**	Bidders must provide proof of specific experience as defined under Section 15 of this document and submit references in respect of ERP implementation services undertaken primary implementor) - Section 4, 5,6 and 7. Bidder must submit the following, per project as proof: Signed reference letters which must include the following information:- - not older than 5 years' experience (2018 onwards, - with a company logo/ company letterhead - with contact details of the company - description of service/product - with duration of the contract - include the contract value (VAT inclusive) **Reference letters with any of the above required information omitted will not be considered**	Four points for each signed reference letter submitted 5 reference letters = **20 points** 4 reference letters = **16 points** 3 reference letters = **12 points** 2 reference letters = **8 points** 1 reference letter = **4 points** 0 reference letter = **0 points**	**20 points**
2.	**Work Plan / Project Schedule**	Score will be based on a project schedule (Gantt Chart) that is realistic and meets the NHFC's timeline requirements (18 - 24) months Provide a project schedule that incorporates all the major milestones: • Requirements Gathering • Development • Testing	Score will be allocated for a Project Schedule according to the following: 1. None of the listed Key Milestones, with activities indicated on the schedule are provided = **0 points**	**20 points**

		• Data Migration • End-user Training • Go-live • Post Go-Live Support	**2.** (2 to 3) of the listed Key Milestones, with activities indicated on the schedule and aligned with the preferred duration of the project are provided = **5 points** **3.** (4 to 5) of the listed Key Milestones with activities indicated on the schedule and aligned with the preferred duration of the project are provided = **15 points** 4. All listed detailed Key Milestones, with activities indicated on the schedule aligned with the preferred duration of the project, showing the critical path, proper sequencing of activities and clear understanding of the scope of Work = **20 points**	
3.	**Implementation approach and Methodology**	Methodology should consist of the major milestones	10.3 Not all the listed Stages with the scope of work are provided = 0 points	**10 points**

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		Stage1	Project preparation	2. **All listed stages provided and (3-4) Key focus areas** = 5 points
		Stage 2	Requirements/Blueprint	
		Stage 3	Configuration/Realisation	
		Stage 4	Final preparation	
		Stage 5	Deployment/Go-live and support	3. **All critical points and the listed stages provided** = 10 points
		Stage 6	Run	

Key Focus Areas:

- Alignment to the scope of work
- Functionality
- Associated quality gates
- Clearly defined Timelines
- Highlighted risks
- Mitigating measures

| 4. | **Experience of key personnel** | Score will be based on average number of years for each level of experience of all personnel. (Qualification, Certification and Accreditation will be an added advantage)
CVs, qualifications and certificates must be attached for the required key personnel

Project manager:
- Computer or Project Management Degree or related, with at least 10 years of proven experience in implementing ERP solutions, In-depth knowledge, and experience of managing at least three projects as project manager and proficiency across multiple modules of the ERP solution within the financial sector (Abridged CV's, qualification and copies of certificates must be submitted including PMP certification, Prince2 certification or OEM project equivalent certification). | **Project manager (Total = 10 Points)**

- Relevant Qualification +10 years relevant experience = **3 points** **(Less than 10 years = 0 point)**
- 3 ERP projects = **3 points** **(Less than 3 ERP project= 0 point)** | **20 points** |

		The CVs should describe the role(s) of each resource. The number of resources that is proposed should be factored in the price of the project..... - The CVs must capture experience of managing at least three projects as project manager and proficiency across multiple modules of the ERP solution within the financial sector - describing the roles of each resource **Points will not be allocated if all the above information is not provided/ addressed** **Technical personnel:** - Graduates in Information Technology, Information systems , Computer science, Engineering or related degree - The CVs must have at least 10 years of proven experience in the technical areas related to the proposed ERP solution, in terms installation, commissioning, architecting and technical developments. - In depth knowledge of IT systems implementations through an SDLC process within the financial services sector **Points will not be allocated if all the above information is not provided/ addressed** **Functional personnel** - Graduates in computer science, Information Technology, Information systems or business administration or commerce or related degree - The CVs must have at least 10 years of proven experience in the functional and implementation of proposed ERP solution,	- OEM project certification **= 4 points** **(No OEM Project Certification= 0 point)** **Technical personnel (Total = 5 Points)** - Relevant Qualification and 10 years' implementation experience of the proposed ERP **= 1 point** **(Less than 10 years = 0 point)** - 2 Projects executed as functional experts of the proposed ERP Solutions **= 2 points** **(Less 2 Project Executed = 0 point)** - Certification in the specialised function area **= 2 points**	

		- experience of executing at least two projects as functional consultant for the specific functional area. - In depth knowledge of IT systems implementations through an SDLC process within the financial services sector. **Points will not be allocated if all the above information is not provided/ addressed** NHFC reserves the right to phone the key personnel to validate the CV received.	**(No Certificate = 0 point)** **Functional personnel (Total = 5 Points)** - Relevant Qualification and 10 years' implementation experience of the proposed ERP **= 1 point (Less than 10 years = 0 point)** - 2 Projects executed as technical experts of the proposed ERP Solutions **= 2 points** - Certification in the specialised technical area **= 2 points**	
Total score for Desktop Functionality Evaluation				**70 Points**
Presentation Evaluation				
Item	**CRITERIA**	**SUB CRITERIA**	**SCORES**	**WEIGHT 30 points**

| 1 | Presentation | A presentation and system demonstration not exceeding 90 minutes. Approximately 15 minutes on the 5 points and 75 minutes on system demonstration. Presentation should include the following:

1. Presentation on technical proposal
2. System demonstration | Scores will be allocated according to the following for:
1. Presentation on technical proposal: **Total points =5**
  • Company profile and a list of client references where the bidder has successfully concluded similar customisation work within the public sector including SOE, Financial sector, DFI etc in terms of scope and complexity = 1 points
  • Proposed methodology and approach to be used in keeping with the scope of work = 1 points
  • Full and comprehensive description of similar work undertaken in the past 5 years = 1 points | |

			• Composition of the project team [Abridged CV of each member of the proposed team (qualifications, experience, expertise etc.) = 1 points
			• Submit project implementation plan for deployment = 1 points
			
			2. System demonstration
			  - **Not Fully integrated** (All functional modules included)
			  - **Not End to End** (Natively Integrated) **= 0 point**
			  - **Fully integrated** (All functional modules included)
			  - **End to End** (Natively Integrated) **= 25 points**	

Total score for Presentation Evaluation				**30 Points**
Total score				**100 points**

Phase 4: B-BBEE and Price evaluation

Bidders who score a minimum of 85 points on Desktop evaluation and System Demonstration will be further evaluated in terms of Price and Preference points (B-BBEE status level of contributor). As per the table below, price is evaluated over 90 points and preference 10 points over:

Bidders who score a minimum of 90 points on Desktop evaluation and System Demonstration will be further evaluated in terms of Price and Preference points (B-BBEE status level of contributor). As per the table below, price is evaluated over 90 points and preference 10 points over:

Price Assessment	90 Points
TOTAL	**90**
Preferential Elements	10 Points
B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

16 ANNEXURE

a. REFERENCE LETTER

The ERP Implementation Project Information (one form for each project reference duly certified by authorized signatory).
ERP solution implemented
The name of the solution
The Solution components implemented
The scale of deployment in terms of number of users
The operation areas, functions covered
Client Information
Name of client
Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail ID,
Nature of business / operations of client
Project Details
Brief description of the Project
Scope of the Project
Details of services provided
Supporting Documents attached herewith

b. PROJECT COMPLETION DECLARATION
We confirm that based on the internal documents, the following projects have been completed as per the respective contracts and billed/invoiced for the services rendered as per the respective contracts.

The referred Project and contract reference	Completed and invoiced on

c. OEM AUTHORISATION.
To be submitted on the Letterhead of the OEM of the proposed ERP Solution

Confirm that the bidder is a certified partner to supply the licenses and provide implementation services of the solution and have due authorization from OEM to provide services, to NHFC as listed below per Request for Proposal (RFP) document.

SERIAL NUMBER	PRODUCT NAME	REMARKS

d.   BILL OF MATERIAL/QUANTITY

NO	ERP SOLUTION MODULES	UNITS PRICE	NO. OF UNITS	TOTAL PRICE

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

SECTION A			
Description	**Quantity**	**Unit of Measure**	**Unit Price**
1. Project Management Services	1	Lump sum	
2. Implementation of proposed software solution and post implementation support	1	Lump sum	
3. Application support for 36 months after completing the implementation of the ERP Solution;	3 Years	Lump sum	
Subtotal:			

Software Licences

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

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

The total indicated in this pricing schedule must be the same as the total on the SBD 3.3.

*all applicable taxes to be included

Authorised name of Bidder: **Authorised Signature:**

PART 2: RETURNABLE DOCUMENTS

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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.

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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 90/10 system for requirements with a Rand value above 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 90/10 preference point system.

1.4   Either the 90/10 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	90
SPECIFIC GOALS	10
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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps   =   Points scored for price of tender under consideration

Pt   =   Price of tender under consideration

Pmin   =   Price of lowest acceptable tender

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

3.2.1.   POINTS AWARDED FOR PRICE

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

90/10

$$Ps = 90 \left(1 + \frac{Pt - P\,max}{P\,max} \right)$$

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 provider the below supporting evidence to claim allocated points for each specific goal)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)

B-BBEE status contributor level. Valid affidavit (as issued by DTI/or CIPC), must be an original or certified copy or a certified copy of SANAS accredited verification certificate	B-BBEE status contributor level. Valid affidavit (as issued by DTI/or CIPC), must be an original or certified copy or a certified copy of SANAS accredited verification certificate		
		10	
		9	
		6	
		5	
		4	
		3	
		2	
		1	
		0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.2.   Company registration number: …………………………………………………………...

4.3.   TYPE OF COMPANY/ FIRM

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

RESOLUTION TO SIGN

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

An example is given below:

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

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

to sign all documents in connection with the Bid for Contract No. ....and any Contract

that may arise there from on behalf of (name of Bidder in block capitals) ....

 ....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:...

DATE: ....

SIGNATURE OF SIGNATORY:..

WITNESSES: 1.   ....

**   2.   ....**

PART 4: THE CONTRACT

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

…….……………………

…….……………………

DATE:………………………….

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

An official order indicating service delivery instructions is forthcoming.

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

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

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

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

NAME (PRINT) ………………………………………….

SIGNATURE   …………………………………………

OFFICIAL STAMP

WITNESSES
1   ……………………………
2   …..………………………… ….

GENERAL CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

• The General Conditions of Contract will form part of all bid documents and may not be amended.

• Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

Initial and Sign: _____

TABLE OF CLAUSES

Initial and Sign: _____

General Conditions of Contract

1. Definitions   1.   The following terms shall be interpreted as indicated:

1.1   "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2   "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3   "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4   "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5   "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6   "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7   "Day" means calendar day.

1.8   "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9   "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10   "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11   "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

Initial and Sign: _____

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

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

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

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

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

Initial and Sign: _____

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

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

3. General

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

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

4. Standards

4.1   The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

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

5.2   The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3   Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

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

Initial and Sign: _____

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

1.1 All pre-bidding testing will be for the account of the bidder.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

Initial and Sign: _____

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

Initial and Sign: _____

| 14. Spare parts | 14.1 | As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: |

    (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

    (b) in the event of termination of production of the spare parts:

        (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

        (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

supplied goods in the conditions prevailing in the country of final destination.

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

Initial and Sign: _____

17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

Initial and Sign: _____

22. Penalties   22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

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

(a)   if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i)   the name and address of the supplier and / or person restricted by the purchaser;
(ii)   the date of commencement of the restriction
(iii)   the period of restriction; and
(iv)   the reasons for the restriction.

Initial and Sign: _____

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

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

24. Anti- dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

Initial and Sign: _____

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

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

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

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

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

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and duties

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

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

Initial and Sign: _____

	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive Practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim

damages from the bidder(s) or contractor(s) concerned.

Initial and Sign: _____

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BID CONSENT FORM -PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

POPIA CONSENT

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

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

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

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

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

Object to the processing of the information;

Lodge a complaint with the Information Regulator.

CERTIFICATION

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

………………………… ………………………….   ………………………….

Signature   Date

………………………… ………………………….   ………………………….

Position   Name of Bidder

CONSENT FORMS

Please ensure that Form 1, Form 2; Form 3and 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	D	D	M	M	2	0	2	3

FORM 2- POLITICAL PARTY FUNDING DECLARATION FORM

<div style="background:#d9d9d9;">

Political Party Funding Declaration Form

</div>

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 classifiedas 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 withsimilar functions in international or supranational organisations;

- Members of ruling or royal families;

- Senior and/or influential representatives of religious organisations (if these functionsare connected to political, judicial, military or administrative responsibilities).

- Families of PEPs.
  - o 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 andpersonal 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
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No

NAME OF BIDDER: ....BID NO.:

CLOSING TIME 11:00 am   CLOSING DATE: JUNE 2023

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

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

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

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

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

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

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

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

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE   QUANTITY   AMOUNT

--   ……………..   R……………….

--   ……………..   R……………….

--   ……………..   R……………….

--   ………………..   R……………….

TOTAL: R……………………………………………….

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE   **QUANTITY**   **AMOUNT**

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

TOTAL: R……………………………………….

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

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

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

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

………………………………………………………………….

………………………………………………………………….

………………………………………………………………….

………………………………………………………………….

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the – (NHFC)

Financial Proposal

The Financial Proposal must indicate breakdown per key deliverables indicated in Section 16 above.