



## **REQUEST FOR QUOTATION (RFQ)**

**RFQ NUMBER: NHFC010211**

**REQUEST FOR QUOTATION (RFQ) FOR: PROVISION OF AN ONLINE LEGAL RESEARCH PLATFORM  
FOR NHFC FOR THREE (3) YEARS**

## RFQ DOCUMENTS CHECK LIST:

The contents of the RFQ document must be numbered as per the numbering below, converted to a **pdf file and submitted via email before the closing date**. 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 4	Current Central Supplier Database Report Copy	
Annexure 5	SBD 1: Invitation to Bid	
Annexure 6	Pricing Schedule	
Annexure 7	SBD 4: Bidder's Disclosure	
Annexure 8	SBD 6.1: Preference Point Claim Form in Terms of Preferential Procurement Regulations 2022	
Annexure 9	Identity Document of Directors	



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.

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

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

SIGNATURE OF BIDDER: .....

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

**SECTION 2**  
**NOTICE TO BIDDERS**

**1. RESPONSES TO RFQ**

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

Proposals must reach NHFC before the closing hour on the date shown on SBD1 above, and must be e- mailed to [quotations02@nhfc.co.za](mailto:quotations02@nhfc.co.za)

**2. PREQUALIFICATION / ELIGIBILITY CRITERIA**

2.1 Only those Bidders who satisfy the following pre-qualification or eligibility criteria are eligible to submit quotations as per section 3.

**3 COMMUNICATION**

Bidder/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or NHFC employee in respect of this RFQ between the closing date and the date of the award of the business.

**4 LEGAL COMPLIANCE**

The successful Bidder shall be in full and complete compliance with any and all applicable national and local laws and regulations.

**5 CHANGES TO QUOTATIONS**

Changes by the Bidder to its submission will not be considered after the closing date and time.

**6 PRICING**

All prices must be quoted in South African Rand on a fixed price basis, including VAT if applicable.

**7 BINDING OFFER**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

**8 RFQ Conditions**

- This RFQ is subject to the Preferential Procurement Policy Framework Act 2000, the Preferential Procurement Regulations, 2022, 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 a soft copy of the RFQ via email. The soft copy serves as the legal bid contract document and the master record between the bidder and the NHFC.
- 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.

## **9 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established

to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. NHFC is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a bidder who has failed to

register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>.

## **10 PROTECTION OF PERSONAL DATA**

In responding to this RFQ, NHFC acknowledges that it may obtain and have access to personal data of the Bidders. NHFC agrees that it shall only process the information disclosed by Bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, NHFC will not otherwise modify, amend or alter any personal data submitted by Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, NHFC requires Bidders to process any personal information

disclosed by NHFC in the bidding process in the same manner.

## **11 EVALUATION METHODOLOGY**

NHFC will utilize the evaluation criteria indicated in this document criteria in choosing a Supplier/Service Provider,;

## **12 ADMINISTRATIVE RESPONSIVENESS**

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates; warranties and other RFQ requirements and formalities have been complied with. Incomplete Bids may be disqualified.

## **13 VALIDITY PERIOD**

NHFC requires a validity period of 60 Business Days from the closing date.

Bidders are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Bidder(s), the validity of the successful Bidder(s)' response will be deemed to remain valid until a final contract has been concluded.

## **14 RETURNABLE DOCUMENTS**

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Bidders are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

## **15 Mandatory Returnable Documents**

Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Bidder's disqualification. Bidders are therefore urged to ensure that all these Documents are returned with their Quotations.

## **16. UNSUCCESSFUL BIDDERS**

Should the bidder not receive any communication from NHFC within the validity of the RFQ. The bidder should consider their bid unsuccessful.

## **SECTION 3**

### **SPECIFICATIONS**

#### **PROVISION OF AN ONLINE LEGAL RESEARCH PLATFORM FOR NHFC FOR THREE (3) YEARS.**

##### **1. Introduction**

The National Housing Finance Corporation (NHFC) was established by the National Department of Human Settlements as a development finance institution (DFI) in 1996, with the principle mandate of broadening access to affordable housing finance for the low- and middle-income households.

NHFC is a national public entity, the NHFC adheres to the regulatory framework of the Public Finance Management Act (PFMA) of 1999.

The NHFC provides wholesale funding in the affordable housing market mainly to social housing institutions, non-banking retail intermediaries, privately owned property developers, construction companies and investors. It also provides loans and other forms of wholesale funding (equity and quasi equity) to certain niche businesses that are in the affordable housing market.

##### **2. Background**

The appointed service provider shall provide an online legal research and legal information management platform (legal search engine/database) for use by seven (7) authorised NHFC officials for a period of three (3) years.

The solution must provide comprehensive access to South African legal content, legal research tools, regulatory updates, and support services to enable the NHFC Legal Department to efficiently conduct legal research, monitor legislative developments, and support legal compliance and advisory functions.

##### **3. Purpose**

The purpose of this Request for Quotation (RFQ) is to appoint a suitably qualified and experienced service provider to supply, implement and support an online legal research and legal information management platform for the National Housing Finance Corporation (NHFC) for a period of three (3) years.

The platform will provide seven (7) authorised NHFC officials with access to a comprehensive and reliable South African legal search engine/database containing legislation, case law, legal commentary, regulatory updates, and related legal resources. The solution is intended to support the NHFC Legal

Department in conducting efficient legal research, monitoring legislative and regulatory developments, enhancing legal compliance, and providing informed legal advisory services to the organisation.

The appointment seeks to ensure that the NHFC has continuous access to an up-to-date, user-friendly, and secure legal information platform with the necessary technical support and training services required for effective utilisation by authorised users.

#### **4. Scope of Work / Key deliverables:**

The scope of work shall include, but not be limited to, the following:

##### **4.1 Legal Research Database and Content Access**

The bidder must provide unlimited online access to an integrated legal research platform containing, at minimum, the following:

- South African national legislation, including principal Acts, regulations, amendments, and repealed legislation.
- Provincial legislation and municipal by-laws where applicable.
- Government Gazettes and notices.
- South African case law/judgments from various courts, including Constitutional Court, Supreme Court of Appeal, High Courts, Labour Court, Labour Appeal Court, Competition Tribunal, and other relevant tribunals.
- Access to historical and current judgments.
- Comprehensive legal citator services indicating judicial treatment and status of cases and legislation.
- All South African Law Reports and other recognised law reports.
- Access to legal commentary and reference material, including Lawsa and equivalent legal encyclopaedias.
- Access to legal journals, articles, and commentary relevant to the public sector, commercial law, procurement law, labour law, governance, compliance, and housing finance environment.
- Access to legal precedents, templates, and standard legal documents.

## **4.2 Legislative and Regulatory Monitoring Services**

The bidder must provide legislative tracking and current awareness services, including:

- Real-time or regular notifications of newly published legislation, draft bills, regulations, directives, and policy documents issued for public comment.
- Notifications of promulgated or approved legislation and amendments.
- Alerts relating to significant court judgments and legal developments relevant to NHFC operations.
- Summaries and analyses of major legislative or regulatory changes, including implications for public entities and state-owned institutions where applicable.
- Email alerts, newsletters, or dashboard notifications configurable to NHFC requirements.

## **4.3 Search Functionality and User Experience**

The proposed platform must include advanced legal research functionality, including:

- Intelligent keyword and Boolean search capability.
- Search filters by legislation, case law, court, date, subject matter, and jurisdiction.
- Cross-referencing between legislation, cases, commentary, and legal publications.
- Ability to save searches, bookmark content, and create research folders.
- Exporting, downloading, and printing functionality.
- User-friendly and web-based interface accessible via standard internet browsers.
- Secure remote access for authorised NHFC users.

## **4.4 Training and Support Services**

The bidder shall provide:

- Initial onboarding and user training for all authorised NHFC users.
- Refresher training sessions when required.
- User manuals, guides, and online support material.
- Technical support and helpdesk services during standard business hours.
- Dedicated account management support.

#### **4.5 Knowledge Sharing and Webinars**

The bidder shall provide value-added services, including:

- Access to legal webinars, seminars, discussion forums, or knowledge-sharing platforms.
- Presentations or updates on newly approved or amended legislation and key legal developments.
- Industry insights and legal trend updates relevant to public sector entities and development finance institutions.

#### **4.6 Licensing and Subscription Requirements**

- The subscription must cater for seven (7) named or concurrent users.
- The bidder must clearly indicate the licensing model proposed.
- The subscription period shall be for three (3) years.
- All applicable subscription, maintenance, support, upgrade, and access costs must be included in the pricing schedule.

#### **4.7 Service Levels and Availability**

The bidder must ensure:

- High system availability and reliability.
- Secure and stable access to the platform.
- Regular system updates and content updates.
- Compliance with applicable data protection and cybersecurity standards.

#### **4.8 Deliverables**

The successful bidder shall deliver:

- Access credentials for seven (7) users.
- Full activation and implementation of the platform.
- User training and onboarding.
- Ongoing access to legal content, updates, alerts, and support services for the duration of the contract.

## RETURNABLE DOCUMENTS

### SECTION 4

#### EVALUATION CRITERIA

Evaluation of bids received will be conducted in two (02) phases as follows:

##### Phase 1 – Administrative Compliance Requirements

This stage checks and validates the bidders' compliance to the legal requirements to conduct business in South Africa, as well as to the industry requirement for the supply of goods and services. All SBDs must be submitted (signed) noting where it is not applicable. If any specific SBD is not submitted, documentary proof, clearly stating the reason must be attached.

No.	Description of requirement	
a)	Company Registration Documents	
b)	Copies of Directors' ID documents;	
c)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	
d)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
e)	CSD report / CSD reference number	
f)	Company Profile	
h)	Pricing Schedule	Mandatory
i)	SBD1: Invitation to bid	
j)	SBD 4: Bidders disclosure	
k)	SBD 6: Preference Point Claim Form in Terms of Preferential Procurement Regulations 2022	

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

- Accept the bid for evaluation on condition that the bidder submits within 7 working days any supplementary information to achieve full compliance with Administrative Compliance Requirements.
- 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.

## Phase 2 - Price and Preference Evaluation

As the bid price is estimated to be below R50 million, the bid responses will be evaluated on the 80/20-point system.

As per the table below, price is evaluated over 80 points and preference points over 20:

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

### PRICING SCHEDULE

Quoted price must include all costs that will be incurred during the duration of the contract,

**TABLE 1: PROVISION OF AN ONLINE LEGAL RESEARCH PLATFORM FOR NHFC FOR THREE (3) YEARS.**

NO	ITEM DESCRIPTION	TOTAL COST PER YEAR (VAT Excl.)
1	Provision of an online legal research platform for- Year 1	
2	Provision of an online legal research platform for- Year 2	
3	Provision of an online legal research platform for- Year 3	
<b>Sub Total (VAT Excl.)</b>		
<b>VAT @ 15%</b>		
<b>GRAND TOTAL INCLUDING (VAT Incl.)</b>		

## **RETURNABLE DOCUMENT**

### **SECTION 5**

#### **NHFC GENERAL CONDITIONS OF PURCHASE**

##### **General**

NHFC and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

##### **Conditions**

These conditions form the basis of the contract between NHFC and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by NHFC.

No servant or agent of NHFC has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by NHFC in the order/contract.

##### **Local Content Obligations**

Bidders are to note that the Local Content commitments made by the successful Bidder(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Bidder fail to meet its Local obligations, non-compliance penalties shall be applicable. Breach of Local Content obligations also provide NHFC cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

##### **Price and payment**

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract.

The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. NHFC pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

##### **Delivery and documents**

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract.

No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to NHFC at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to NHFC a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

### **Containers / packing material**

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

### **Title and risk**

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to NHFC when accepted by NHFC.

### **Rejection**

If the Supplier fails to comply with his obligations under the order/contract, NHFC may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, NHFC may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to NHFC.

In the case of service, the Supplier corrects non-conformances as indicated by NHFC.

### **Warranty**

Without prejudice to any other rights of NHFC under these conditions, the Supplier warrants that the items are in accordance with NHFC's requirements, and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by NHFC.

### **Indemnity**

The Supplier indemnifies NHFC against all actions, suits, claims, demands, costs, charges and expenses

arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies NHFC against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by NHFC.

#### **Assignment and sub-contracting**

The Supplier may not assign or subcontract any part of this order/contract without the written consent of NHFC.

#### **Termination**

NHFC may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to NHFC):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of NHFC, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

#### **Governing law**

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non- exclusive jurisdiction of the South African courts.

## SECTION 6

SBD 4

### RETURNABLE DOCUMENT

#### 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 interest<sup>1</sup> 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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

# RETURNABLE DOCUMENT

## SECTION 7

SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

#### 1.3 To be completed by the organ of state

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

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

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

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

(a) Price; and

(b) Specific Goals.

#### 1.6 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

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

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

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

(a) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/10**

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Supporting evidence for meeting preferential procurement targets (bidder to provide the below supporting evidence to claim allocated points for each specific goal)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996.  (Minimum >50% ownership or more)	<ul style="list-style-type: none"> <li>Company Registration Certification (CIPC)</li> <li>Certified identification documentation of company director/s</li> <li>CSD report/ CSD registration number (MAAA number)</li> </ul>	7	
Woman Ownership >50%	<ul style="list-style-type: none"> <li>Company Registration Certification (CIPC)</li> </ul>	8	

	<ul style="list-style-type: none"> <li>• Certified identification documentation of company director/s</li> <li>• CSD report/ CSD registration number (MAAA number)</li> </ul>		
Disabled Ownership >50%	<ul style="list-style-type: none"> <li>• Company Registration Certification (CIPC)</li> <li>• Certified identification documentation of company director/s</li> <li>• CSD report/ CSD registration number (MAAA number)</li> <li>• Certified medical certificate from a registered medical practitioner</li> </ul>	1	
Military veteran Ownership >50%	<ul style="list-style-type: none"> <li>• Company Registration Certification (CIPC)</li> <li>• Certified identification documentation of company director/s</li> <li>• CSD report/ CSD registration number (MAAA number)</li> <li>• A verifiable letter from an authorised body/entity certifying the military status of the claimant (bidder).</li> </ul>	1	
Youth Ownership >50%	<ul style="list-style-type: none"> <li>• Company Registration Certification (CIPC)</li> <li>• Certified identification documentation of company director/s</li> <li>• CSD report/ CSD registration number (MAAA number)</li> </ul>	3	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.2. Company registration number: .....

4.3. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

- 4.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
- 4.5. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 4.6. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- 4.7. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... .....