

# NATIONAL HOUSING FINANCE CORPORATION SOC LTD (NHFC)

**BID NUMBER: KM01/05/2026**

BID DESCRIPTION: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE INFRASTRUCTURE AS A SERVICE, SD-WAN SOLUTION AND INTERNET CONNECTIVITY, INFRASTRUCTURE AND EMAIL SECURITY, CONTACT CENTRE AS A SERVICE AND MICROSOFT TEAMS PHONE, SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE (03) YEARS



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

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

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

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

**Advert Date:** 27 May 2026

**Non-compulsory Briefing Session:** 05 June 2026 at 11:00 am (Via MS Teams)  
**Meeting ID: 324 895 623 363 545**  
**Passcode: s2KF2iC6**

**Closing Date and Time:** 26 June 2026 at 11:00 AM  
**(No late submissions will be considered)**

**Bid enquiries:** [Tenders02@nhfc.co.za](mailto:Tenders02@nhfc.co.za)

**Bidder's Authorised Signatory:** \_\_\_\_\_

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

## 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:

No.	Description	Submitted – Indicate YES or NO
1	Tax Compliance Status Pin	
2	Copies of Company Registration Documents	
3	Copy of Valid B-BBEE certificate or Sworn Affidavit.	
4	Current Central Supplier Database Report Copy	
5	SBD 1: Invitation to Bid	
6	SBD 3.3: Pricing Schedule	
7	SBD 4: Bidder's Disclosure	
8	SBD 6.1: Preference Point Claim Form in Terms of Preferential Procurement Regulations 2022	
9	SBD 7.2 Contract Form Rendering of Services	
10	Resolution to Sign	
11	Signed or Initialized General Conditions of Contract (GCC)	
12	One (1) original hard copy and a soft copy of the RFP (USB) must be submitted in a sealed envelope, appropriately addressed.	
13	Protection of personal information Consent Form	
14	Consent For Credit and World Checks (FORM 1,2,3,4)	
15	Confidentiality and Non-Disclosure Agreement	
16	Technical proposal and supporting documents	

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# TENDER PROCEDURE AND CONDITIONS

## 1. Overview of the Bidding Process

The bidding process shall comprise of 3 main phases:

- **Phase 1: Administrative Requirements** - which involves completing and submitting certain documents/information which will be considered when evaluating the proposal. Refer to section 4 Tender conditions.
- **Phase 2: Functionality Evaluation phase** (Part 1, Part 2, Part 3) – Bidders are required to score a **minimum of 75 points** to qualify for the next evaluation phase.
- **Phase 3: Evaluation based on the Price and Preference Points** - Bidder will be subjected to Preferential Procurement Framework Act.

**NB: All submission (bid documents) must be in the name of the bidding entity**

## 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 behavior 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 and a soft copy of the RFP (USB). 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 Soft copy) record, the master record will supersede the hard copy. Any discrepancy between the original sets deposited to the NHFC and that kept by the bidder, the original set deposited with the NHFC is the master contract for both parties.

- The NHFC undertakes to pay out within 30 days from issuance of substantiated invoices issued in terms of this appointment (Payment schedule as defined in the service level agreement). No payment will be made on outstanding information not submitted by the service provider. Service provider must maintain an updated tax compliant status for the duration of the contract.
- The cost of compiling a Proposal is and remains the prospective service provider's own cost and will not be paid for by NHFC.
- The successful bidder (s) will be required to sign a Service Level Agreement (SLA), in terms of which the service provider's performance will be measured and managed.
- NHFC has zero tolerance for reputational harm. The bidder hereby gives consent to the NHFC to conduct background checks on the bidding entity and any of its directors / partners / trustees / shareholders /members/employees. The NHFC reserves the right to consider the information arising from such background check as part of the tender evaluation process.
- The NHFC reserves the right to reject submitted proposal(s) if it discovers that the bidder (or its directors/members) has any serious adverse reports, whether confirmed by a court or not, such as:
  - Being cited as aiding and abetting state capture,
  - Involvement in fraud and / or corrupt activities;
  - Misrepresenting audit outcomes of an organisation;
  - Listed on the National Treasury restricted database;
  - Being under investigation or facing allegations that may result in criminal charges; or
  - Any report as a result of which the NHFC may suffer reputational harm in any way by doing business with the bidder.

## SBD 1 INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NHFC SOC LTD.					
BID NUMBER:	KM01/05/2026	CLOSING DATE:	26 June 2026	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE INFRASTRUCTURE AS A SERVICE, SD-WAN SOLUTION AND INTERNET CONNECTIVITY, INFRASTRUCTURE AND EMAIL SECURITY, CONTACT CENTRE AS A SERVICE AND MICROSOFT TEAMS PHONE, SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE (03) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>90 Grayston Drive, 5<sup>th</sup> Floor 90 Grayston Building, Sandton</b>					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sibongile Matshaya		CONTACT PERSON	Sibongile Matshaya	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Tenders02@nhfc.co.za">Tenders02@nhfc.co.za</a>		E-MAIL ADDRESS	<a href="mailto:Tenders02@nhfc.co.za">Tenders02@nhfc.co.za</a>	
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:		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.

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE:.....

# TENDER CONDITIONS

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## 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. ADMINISTRATIVE COMPLIANCE REQUIREMENTS

- a) Submission of the following Signed and Completed Standard Bid Documents (SBD) Forms
  - SBD 1: Bidders Information
  - SBD 3.3: Pricing Schedule
  - SBD 4: Bidders Disclosure
  - SBD 6.1: Preference Points Claim Form in terms of preferential procurement
  - SBD 7.2: Contract form - Rendering of Services
- b) Tax Compliance Status Pin (TCS Pin);
- c) Copy of Valid B-BBEE Certificate/ Sworn Affidavit (B-BBEE certificate issued by a SANAS accredited agency and the Sworn Affidavit signed by a commissioner of oaths and deponents);
- d) Proof of Company Registration;
- e) Identity Documents for Directors;
- f) Current Copy of Central Supplier Database (CSD) Report;
- g) Signed or initial General Conditions of Contract (GCC);
- h) Protection of personal information Consent form
- i) Consent For Credit and World Checks (form 1,2,3,4)
- j) Confidentiality and Non-Disclosure Agreement
- k) Please provide proof of ownership or a valid lease agreement or Master Service Agreement for the primary data centre.
- l) Please provide proof of ownership or a lease agreement or Master Service Agreement for the Secondary (Disaster Recovery Site).
- m) Valid ISO certifications in the name of the **bidder or partner in the case of a Joint Venture**.
  - i. **ISO 9001** : Quality Management System
  - ii. **ISO 27001** : Information Security Management

## **DATA CENTER REQUIREMENTS**

Bidders are required to submit either a Tier 3 Data center certification or Tier 4 Data Center certification or corresponding ISO certificates.

n) **Tier 3 Data Center certification** OR the following corresponding certificates must be provided:

- i. **ISO 9001** : Quality Management System
- ii. **ISO 27001** : Information Security Management
- iii. **ISO 14001** : Environmental Management Systems
- iv. **ISO 50001** : Energy Management Systems
- v. **ISO 45001** : Occupational Health & Safety

o) **Tier 4 Data Center certification** OR the following corresponding certificates must be provided:

- i. **ISO 9001** : Quality Management System
- ii. **ISO 27001** : Information Security Management
- iii. **ISO 22301** : Business Continuity Management
- iv. **ISO 14001** : Environmental Management Systems
- v. **ISO 50001** : Energy Management Systems
- vi. **ISO 45001** : Occupational Health & Safety

### **NOTES:**

- The agreements and/or certificates must be in the name of the bidding entity or partner(s) in the case of a Joint Venture/Consortium.
- 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 from date of correspondence, any supplementary information to achieve full compliance on Administrative Compliance Requirements. Please ensure that the submitted information is clear, concise, and directly addresses the specified criteria. Failure to provide the requested information by the deadline will result in your bid not being evaluated.
- All forms, annexures and addendums shall be signed and completed and returned with the Bid Document as a whole. The lowest or any Bid will not necessarily be accepted.
- If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

## **5. 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.

## **6. 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.

## **7. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or materials, 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.

## **8. AUTHORITY TO SIGN BID DOCUMENTS**

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

## **9. SUBMITTING OF BIDS**

Bids must be submitted in sealed envelopes clearly marked as follows

"REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A REPUTABLE SERVICE PROVIDER TO PROVIDE INFRASTRUCTURE AS A SERVICE, SD-WAN SOLUTION AND INTERNET CONNECTIVITY, INFRASTRUCTURE AND EMAIL SECURITY, CONTACT CENTRE AS A SERVICE AND MICROSOFT TEAMS PHONE, SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE (03) YEARS"

The Bid must be deposited in the bid box during normal office hours viz. 08:30 – 16:30 Mondays to Fridays at the below address:

National Housing Finance Corporation  
90 Grayston Drive  
5<sup>th</sup> Floor Reception  
Sandton Johannesburg

## **10. CLOSING DATE AND TIME**

Bid should reach the above address for submission by no later than 26 June 2026 at 11:00 am

**No late bids will be accepted or considered**

## 11. 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. **Bidders are required to submit all enquiries at least 10 days prior to the bid closing date.**

Bidding Procedure Enquires

Name: Sibongile Matshaya

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

## 12. JOINT VENTURE REQUIREMENTS

**DEFINITION:-** “Joint Venture or Consortium”: means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

- (a) a properly signed copy of the joint venture/consortium agreement must be attached.
- (b) each member of the joint venture/consortium must provide a Tax Clearance Certificate.
- (c) after the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide a combined joint venture/consortium Tax Clearance Certificate.
- (d) after the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide the details of the joint venture / consortium banking details.
- (e) a trust, consortium or joint venture will qualify for preference points as a legal entity, provided that the entity submits the required proof for claiming preference points.
- (f) a trust, consortium or joint venture will qualify for preference points as an unincorporated entity, provided that the entity submits the required proof for claiming preference points as if they were a group structure.

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

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

# TERMS OF REFERENCE

## 1. INTRODUCTION

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

The NHFC operates largely as a wholesale funder providing funding in the affordable housing market through a network of non- banking intermediaries such as: social housing institutions /other delivery agents (ODAs); residential property developers and investors, contractors who develop government subsidised houses; as well as non-banking financial retail intermediaries who on lend to customers for the purpose of improving their homes incrementally. In addition to providing loans to its intermediary partners, the company also provides other funding instruments in the form of strategic investments, such as equity and quasi-equity to certain niche businesses in the affordable housing value chain. It also provides programme management services to augment the capacity of provincial and local government in the implementation of various housing programmes.

As part of its retail funding model, the NHFC facilitates the national implementation of a housing subsidy programme on behalf of the Department of Human Settlements, which is focused on providing a subsidy for aspiring first-time homeowners, known as the First Home Finance Programme.

## 2. BACKGROUND

Bidders are invited to tender for the provision of Infrastructure as a Service (IaaS), Software Defined – Wide Area Network (SD-WAN) Managed Service, Interconnectivity, Infrastructure Security, Mimecast Security and Email Archiving, Contact Centre as a Service (CCaaS) and Microsoft Teams Phone, Support and Maintenance for a period of five (5) years.

The bidders are expected to quote for the supply, installation, commissioning, maintenance and support of SD-WAN, devices and services to all the NHFC offices nationally, thus the appointed service provider will be expected to have National Footprint. The NHFC has offices in Sandton, Gqeberha, Bellville and a satellite office in Mitchells Plain.

The bidders must comply with all the instructions of all the requirements of this tender invitation because non- compliance will lead to a tenderer not being considered by the NHFC. Bidders are required to submit detailed proposals to demonstrate their ability to provide the services they will deliver on this RFP.

The NHFC has also adopted the Hybrid working model, combining remote work and physical work from the office. The dynamic environment in which NHFC operates

requires flexibility in relation to growth, in which the preferred bidder will be required to accommodate for movements, additions and changes on a national scale.

The NHFC network environment is increasingly centralized and therefore a reliable SD-WAN network connectivity between the three sites and the Head Office is required to maintain high levels of system availability.

Currently the NHFC's network infrastructure and hosting services are provided by the incumbent supplying connectivity to offices: Gqeberha, Bellville and Sandton through MPLS. The satellite office is connected via an MTN LTE. A disaster recovery site is configured more than 30 kilometers away from the primary data centre. The NHFC's virtual servers are currently hosted at the incumbent's primary data centre, however the NHFC aims to migrate its workloads to the Microsoft Azure cloud in the future. All the NHFC applications are hosted at the primary data centre and the NHFC together with the incumbent are responsible for testing the solution's ability to recover from disaster twice a year.

### 3. OBJECTIVE

The objective of this bidding process is to appoint a competent, reliable and experienced network solutions service provider(s) to provide Infrastructure as a Service (IaaS), SD-WAN, Internet Connectivity, Infrastructure Security, Mimecast Email Security and Archiving, Microsoft Teams Phone, Contact Centre as a Service (CCaaS), support and maintenance for a period of three (03) years.

#### **The NHFC core objectives include:**

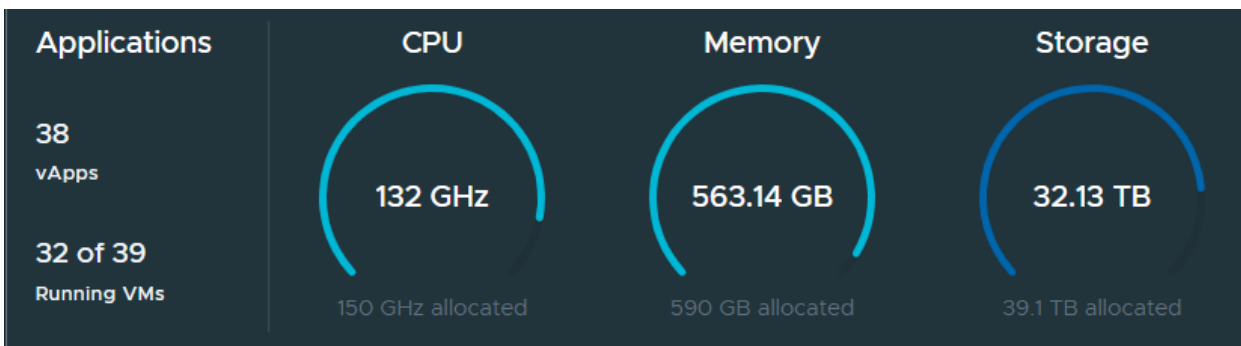
- ❖ Provide a uniform, reliable, scalable, and resilient hosting, network and security infrastructure that is built according to the best, leading practice and validated designs.
- ❖ Acquire services with service quality guarantees backed by Service Level requirements enforced through Contracts Agreements.
- ❖ Minimize administrative effort by requiring the partner to take the lead in providing the infrastructure hosting and related services while letting the NHFC manage the Service Level Agreement (SLA).
- ❖ Provide high quality, uniform, stable, flexible, managed, monitored and sustainable ICT network services.
- ❖ The ability to expand service delivery and support services to all NHFC sites.
- ❖ Continually reduce the cost-of-service delivery within the NHFC, and the total cost of ownership through innovation.
- ❖ Gain an enhanced view on management and visibility of the NHFC hosted services and network to deliver on the organizational strategic objectives.

- ❖ Improved security to ensure the confidentiality, integrity and availability of the NHFC information and systems.
- ❖ Identify opportunities for increased network performance and availability, which includes a technology refresh over the contract period.
- ❖ Identify opportunities for faster, cheaper and easier provisioning and configuration of the network to deliver against the NHFC operational requirements.

#### 4. CURRENT AS-IS INFRASTRUCTURE

##### IaaS Capacities and Services

##### Production Environment

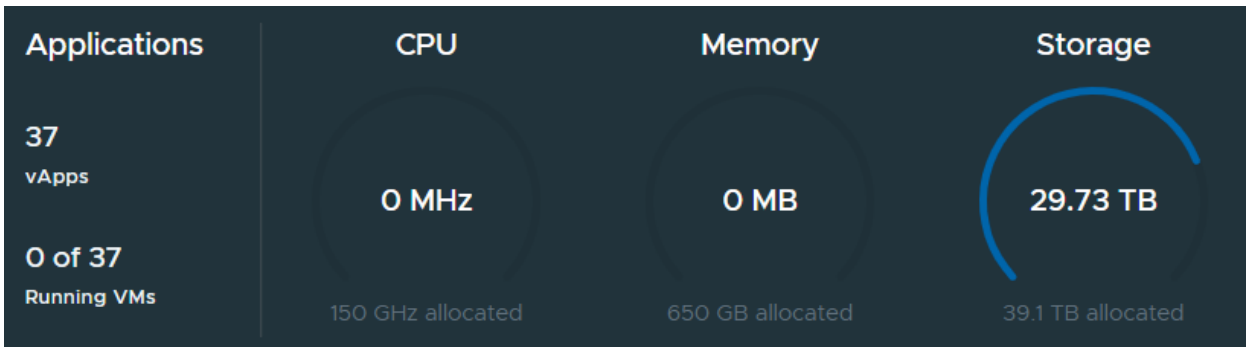


Picture 1

The summaries of the current cloud hosting capacity and services are indicated below:

- ❖ VMware vSphere hypervisor platform
- ❖ 32 virtual machines – Production
- ❖ 7 virtual machines – Test/UAT
- ❖ Demilitarized zone (DMZ)
- ❖ Domain Name Service (DNS)
- ❖ Hosted Firewall
- ❖ Antivirus solution
- ❖ Managed Veeam Backups 44.6 TB
- ❖ Backup Storage – Quota = 60 TB, Used 42.6 TB

## Disaster Recovery



Picture 2

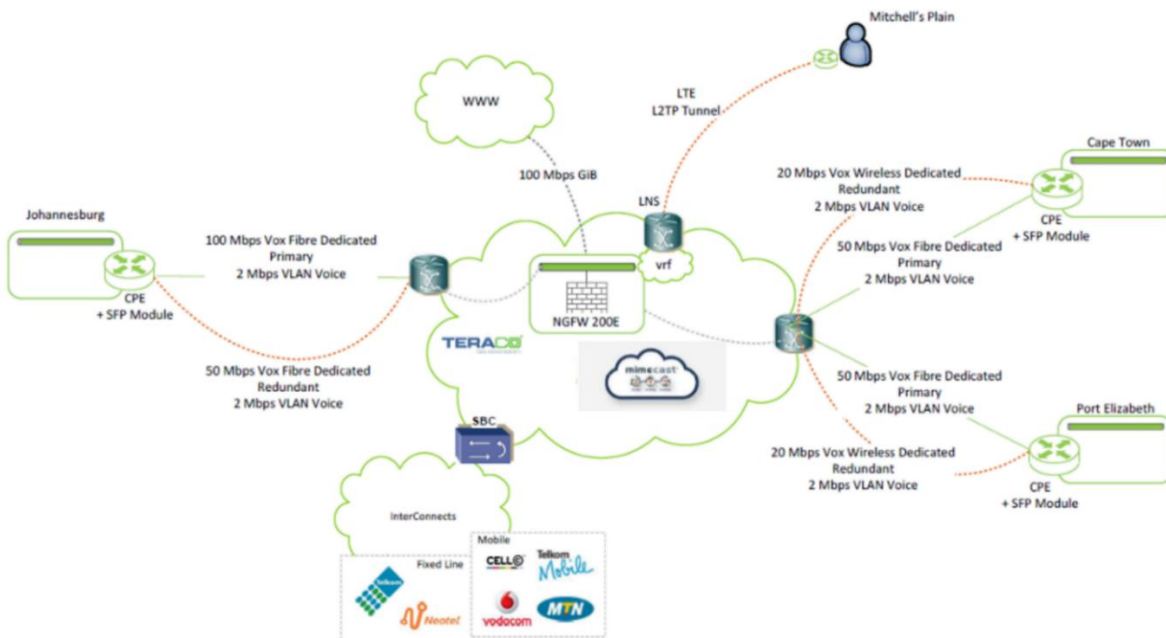
## Internet connection capacity for head office and regional sites

- ❖ Head office – 100Mbps fibre and 50Mbps backup wireless link.
- ❖ Gqeberha office – 50Mbps fibre and 20Mbps backup wireless link.
- ❖ Cape Town (Bellville) – 50Mbps fibre and 20Mbps backup wireless link.
- ❖ Cape Town (Mitchells Plain) – LTE L2TP Tunnel.

## Networking

The Head Office and the regional sites are interconnected via MPLS.

### NHFC Network Diagram – As-is



Picture 3

## Telephony

- ❖ A Verto Cloud PBX provided and supported by the current incumbent.
- ❖ 178 numbers
- ❖ A cloud-based call centre with nine (9) agents across the sites, Head Office and regional sites.
- ❖ Call routing services.
- ❖ Connectivity over wired-LAN only.
- ❖ Microsoft Teams Video Conferencing.

## Local Area Network Setup

No.	Location	Switch Models
1	Sandton	<ol style="list-style-type: none"> <li>1. 1 X HPE Aruba Core Switch – Aruba CX 8360 Layer 3 Ethernet Switch, 12x 100GbE QSFP28 Ports</li> <li>2. 2 X HPE Aruba CX 6300M 48-Port Layer 3 Ethernet Switch, 5GbE POE</li> </ol>
2	Cape Town	1. HPE Aruba CX 6300M 48-Port Layer 3 Ethernet Switch
3	Gqeberha	1. HPE Aruba CX 6300M 48-Port Layer 3 Ethernet Switch

Table 1

### List of locations:

No.	Province	City	No of employees	Address
1	Gauteng	Johannesburg	239	90 Grayston Drive, Sandton, JHB, 2031 - <b>26.0994217090303,</b> <b>28.05495301096415</b>
2	Eastern Cape	Gqeberha	5	4 <sup>th</sup> Floor Fairview Office Park, 66 Ring Road, Greenacres, 6057 <b>-33.95067749229076,</b> <b>25.576759447370968</b>
3	Western Cape	Cape Town	10	Tijger Park 3, Willie van Schoor Avenue, Bellville Park, 7530 <b>-33.879431148061045,</b> <b>18.634897880527184</b>
4	Western Cape	Cape Town	1	Mitchells Plain <b>-34.038683944499574,</b> <b>18.59147812888687</b>

Table 2

## 5. SCOPE OF WORK

The scope of work for this tender is divided into the following categories.

### 5.11 Infrastructure as a Service (IaaS)

- **Infrastructure Hosting**

- ❖ Provision and management of Infrastructure as a Service (IaaS) solution, including virtual servers, storage, and network components to support the NHFC's applications and systems.

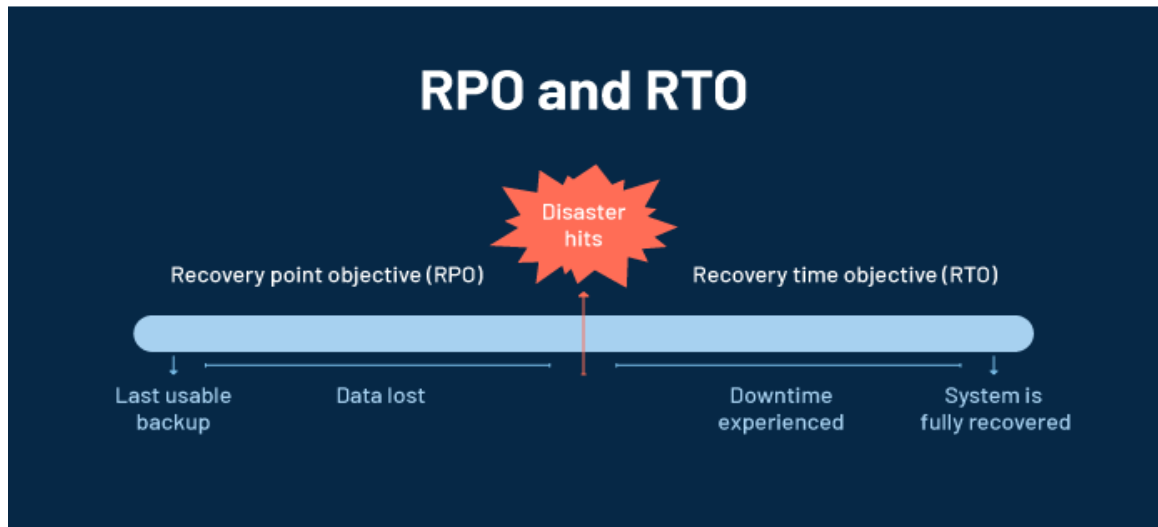
- **Infrastructure Hosting Requirements**

**Note:** The 550GB and the 40 TB SAN storage represents the combined aggregate capacity for the current VMs with the expectation that in year 2/3 of the contract, a sizeable number of these servers will be decommissioned post the implementation of the ERP.

- ❖ 32 virtual machines – Production
- ❖ 7 virtual machines – Test/UAT
- ❖ Replication links
- ❖ 30 Mbps hosting bandwidth capacity
- ❖ High-performance SAN
- ❖ 60TB Total SAN capacity (with approximately 42.6TB used)
- ❖ Minimum RAID 5
- ❖ 550GB Total RAM
- ❖ FortiGate VPN or similar with SSL VPN protocol and full tunnelling.

### 5.12 Disaster Recovery as Service (DRaaS) Capabilities:

- ❖ **Replication of Systems:** The service provider must implement a disaster recovery solution that replicates all critical systems hosted in the primary data centres to the DR site.
- ❖ **RPO vs RTO** – Ensure the ability to recover data up to 12 hours prior to a disaster event (RPO) and restore systems within 6 hours of a data loss incident (RTO).
- ❖ **Local Hosting:** All disaster recovery data centres must be hosted locally within South Africa, providing 99.9% guaranteed uptime.
- ❖ **Swift Service Rerouting:** In the event of a disaster, ensure that all systems and services can be quickly redirected to the DR site with minimal disruption.
- ❖ Provide a visual diagram detailing DRaaS integration.



**Picture 4**

- ❖ **Disaster recovery testing:** Testing to be conducted twice in a financial year to ensure the DR site is fully operational and can handle critical services in the event of a disaster. The test must simulate the real-world scenarios to validate recovery plans and readiness.
- ❖ **Ongoing Plan Maintenance:** The DR plan must be continuously reviewed and improved and updated to reflect changes in NHFC's systems and business environment, ensuring it remains relevant and effective.

- **Managed Backups**

- ❖ Cloud native immutable backup solution for Microsoft 365 environment and the virtual environment leveraging data centre SAN storage, with the yearly billing term.
- ❖ Provide daily incremental backups, monthly full backups and yearly backups of the current hosted and future applications.
- ❖ Apply the 3-2-1 rule: Create three copies of the NHFC data, store them on two different types of media and keep one copy offside.
- ❖ Monthly representative sample of VMS on a rotational basis test restores to ensure credibility of the backups; file-level, server-level and database-level.
- ❖ Implement Multifactor Authentication (MFA) for back access and restore.
- ❖ Bidders must cater for the anticipated 10% growth rate for the next five (5) years.

- **Environment Security and Monitoring**

- ❖ Provide security and antivirus services which includes event monitoring, intrusions, server health, firewall and other cyber security related activities for all applications.
- ❖ Endpoint Detection and Response (EDR) solution for servers only, to provide

advanced security capabilities to detect and investigate, and response to cyber threat. The solution must be able to forward all events to an NHFC's existing Microsoft Sentinel SIEM solution.

- ❖ Monitoring of server environments and components should include HDD space utilization, memory, CPU resources and load capacity.
- ❖ Encryption of data both at rest and in transit.
- ❖ Multi-factor authentication (MFA) is required to access the cloud infrastructure.
- ❖ Logging on the cloud infrastructure should be enabled, and logs should be forwarded to Microsoft Sentinel SIEM solution.

- **Hosting Internet Connectivity**

- ❖ Provision of the required internet and data links to enable access to the applications by end users outside the hosted network.
- ❖ Design and configure all the necessary integrations or interfaces to different partners and service providers who renders services to the NHFC.
- ❖ Provide six (6) public IP addresses for our public facing applications and integrations purposes.

- **Virtual Servers**

- ❖ Server workloads and resources must be allocated to the NHFC on enterprise cloud pool.

- **Managed Storage (SAN)**

- ❖ The NHFC requires managed storage based on the scale of the environment.

- **Demilitarized zone (DMZ).**

- ❖ Hosts with public facing interfaces.

- **Virtual Private Cloud (VPC).**

- ❖ Hosts EOL Operating Systems and applications.

- **Virtual Private Network (VPN).**

- ❖ AD Integrated VPN with Zero Trust Network Access (ZTNA) to facilitate remote working for 255 employees via the proposed firewall. The service provider must supply, install and support the proposed VPN. All licenses must be priced according

to the proposal.

- ❖ Provide end-to-end encrypted VPN access for remote users.
- ❖ Ensure high availability and performance for up to 255 employees.
- ❖ Ensure MFA (Multi-Factor Authentication) and device posture checks.
- ❖ Ensure vendor support and maintenance for all components.

- **DNS Management**

- ❖ Transfer of NHFC's domains, if necessary.
- ❖ Annual domain renewals.
- ❖ Annual wildcard SSL certificate renewals.

### **5.13 SD-WAN and Managed Services:**

- ❖ The bidder needs to supply a converged scalable network with a view to deliver on future services (technology refresh) that will reduce costs and promote high availability.
- ❖ The Software Defined Wide Area Network (SD-WAN) which connects the NHFC sites and the Head Office should be made up of links of different sizes and speeds according to the business requirements of each site.
- ❖ The bidders are expected to set up the WAN network localized at each NHFC site to provide connectivity to NHFC Head Office, as well as its Disaster Recovery site through the SD-WAN & broadband link with SD-WAN Technology at 300 Mbps.
- ❖ The bidder must provide SD-WAN Services that enables connectivity of all NHFC offices across the country and management of the service to provide the NHFC's required availability, accessibility and usability to both external and internal stakeholders.
- ❖ The network must be designed in such a way that will provide the required redundancy to ensure achievement of the designed availability at all the time. Primary (Fibre) and secondary (Fixed Wireless) links; are required for all the offices to ensure availability of connection at all the time including instances in which there are power outages.
- ❖ Provisioning and implementation of Production and Disaster Recovery hardware infrastructure is required to ensure that the NHFC applications can be accessible from the primary data center and secondary data center.
- ❖ The bidders are required to structure their tariffs for extending the connection, VoIP and Internet services to new locations on a fixed-cost basis per

technology and service type for the contract duration, while allowing flexibility for periodic price benchmarking for similar services in the market to enable NHFC to benefit from cost reductions as technologies and services become cheaper.

#### **5.14 Unified Communication (Microsoft Teams Phone)**

- 1.4.1. Deployment and successful commissioning of Microsoft Teams Phone to facilitate seamless communication between Head Office, regional offices and the NHFC external clients and shareholders.
- 1.4.2. Port the phone contracts from the current service provider(s) to the new platform which enables converged and unified communication.
- 1.4.3. Conferencing with good sound quality.
- 1.4.4. Provide Microsoft Teams certified IP phones. (12 x Executive Phones, 4 x Boardroom phones, 2 x reception, 15 x Entry-level phones). The rest of the employees will either **reuse** the current Yealink IP phones or Active Noise Cancelling headsets. **Note: Do not quote the ANC headsets.**
- 1.4.5. Ensure capability with desktop applications for Windows, IOS and Android devices.
- 1.4.6. Auto-attendants and call queuing.
- 1.4.7. Advance call routing.
- 1.4.8. IVR (Interactive Voice Response) system.

**Note:** The NHFC is currently on Microsoft 365 E5 Plan which includes the Teams Phone license, therefore either the Teams Calling Plan should be facilitated, or Operator Connect should be proposed. The Microsoft 365 Licensing and tenant administration remains under NHFC IT management; therefore, they are out of scope.

#### **5.15 Contact Centre as a Service (CCaaS)**

- 1.5.1. Scalable cloud contact centre with the following capabilities:
  - ❖ Nine (9) license seats and related services.
  - ❖ Voice and Digital Channels (email, webchat and WhatsApp)
  - ❖ True Omnichannel routing
  - ❖ Inbound and outbound functions
  - ❖ Call recording and retention for 5 years.
  - ❖ Contact Centre Management

- ❖ Automation and Triggers
- ❖ Remote agents – Ability to decentralize the contact centre operations.
- ❖ AI and Bots – AI and Bots integration with other channels to create a truly AI-powered omnichannel contact centre.
- ❖ IVR Designer
- ❖ Real-time dashboards, historical reports and call reporting.
- ❖ Administrator and Supervisor Tools
- ❖ Compliance – The solution must be fully compliant and have security features to protect customer information and sensitive data. PoPIA, PCI, HIPAA, GDPR and TCPA are some of the compliance standards the solution must be fully compliant with.
- ❖ WhatsApp for Business Integration.
- ❖ Nine (9) Environmental and Active Noise Cancelling contact centre professional headsets

## **5.16 Network Managed Security**

1.6.1. The bidder must ensure the NHFC have robust, Security, and DNS Services to provide the required assurance to prevent undue access to the NHFC infrastructure and enterprise applications. All routers and other related connection devices must be configured in a more secure manner to monitor all traffic traversing between the NHFC corporate Network and outside internet environment.

- ❖ All routers, including the Internet breakout router, should have the ability to be remotely managed and export data to the NHFC Information Technology Service Management (ITSM) tools.
- ❖ Connectivity devices' firmware must be patched regularly to the latest versions as per software releases from the vendor.
- ❖ Router information and configurations must be made available for audit purposes and to the NHFC or any third party appointed to audit NHFC' network security.
- ❖ NHFC will supply the successful bidder with a set of rules and policies for the initial configuration of the firewall and further change requests will be logged via the NHFC's Service Desk.
- ❖ Read-only access to the firewall must be supplied to designated NHFC technical contacts for the purposes of troubleshooting and auditing. A DMZ (demilitarize zone) must be supplied to the hosts with an internet

facing interface.

- ❖ A Virtual Private Cloud (VPC) must be provisioned for legacy systems to enhance security.
- ❖ Hosting infrastructure must be compatible with legacy Windows OS, e.g. Windows Server 2008.
- ❖ The Service Provider must have the capability to provide NHFC with hosted virtual machine instances when required in the DMZ segment.
- ❖ Bidders must adhere to the highest integrity standards in the industry. Bidders must be able to manage firewalls for which they must be duly certified by appropriate vendors (e.g. FortiGate).
- ❖ The successful bidder must also, for the duration of the contract, maintain such firewall security certification to remain compliant to the requirement of this bid.

The threat management appliance should be fully managed and must at least have the following capabilities:

- ❖ Threat protection with firewall.
- ❖ Virtual private network (VPN) with IPsec.
- ❖ Intrusion detection and prevention system.
- ❖ Usage controls and reporting.

1.6.2. Threat appliance firmware / software licenses for the duration of the contract, including the update software assurance must be in place.

1.6.3. Firewall and IPS (Intrusion Prevention Service)

- ❖ The firewall should provide the maximum level of perimeter protection to the NHFC internal network from the internet, including IPS for protection against malicious attacks.
- ❖ Timeous reporting of security incidents.
- ❖ Provision of constant monitoring and management must be carried out to keep up the pace with change management processes and evolving threats.
- ❖ Network Managed Security must be built with high levels of redundancy and fail-over capabilities.
- ❖ The IPS solution should be able to scan traffic in real time and block.

- ❖ Signature-based detections
- ❖ (Behavior based detections (Identify zero-day attacks and new threats))
- ❖ Detect and block malicious application layer traffic
- ❖ SSL/TLS inspection

#### 1.6.4. Network Web Filtering

- ❖ The filtering must control access to inappropriate web sites
- ❖ Web filtering must amongst other things regulate and provide valuable insights into all NHFC users' web activities on the network to meet the HR policies and corporate internet usage policies.
- ❖ Be able to configure traffic shaping to prioritize business critical applications
- ❖ SSL/TLS inspection
- ❖ Network Address Translation
- ❖ The solution must support Category-based filtering and custom filtering.

#### 1.6.5. Internet Connectivity

- ❖ The bidder must provide internet breakout services to enable users to access all the services required to deliver against the NHFC legislated mandate. The bidder should supply an Internet Breakout on the SD-WAN that terminates at their main provider datacenter and should start off with a bandwidth of 300 Mbps with a 1:1 contention ratio and will be either increased or decreased over the contract period according to the needs of the organisation. The bidder will be required to supply a second Internet Breakout terminating at the NHFC Head Office that should start off with a bandwidth of 300 Mbps with a minimum contention ratio of 1:1 and will be either increased or decreased over the contract period according to the needs of the organisation.

Office	Primary Medium (Fibre)	Redundant Medium (Fixed wireless)
Sandton	300 Mbps	100 Mbps
Gqeberha	50 Mbps	20 Mbps
Bellville	50 Mbps	20 Mbps
Mitchel's Plein	LTE L2TP Tunnel	None

**Table 3**

- ❖ Internet traffic from the national NHFC sites should be transported via local PE (Provider Edge) routers (shortest path) to the Internet and not via the core MPLS links.

#### **5.17 Mimecast Email Security and Archiving**

- ❖ 280 Email Mailboxes (User and shared mailboxes)
- ❖ Inbound and outbound email protection
- ❖ DMARC for one domain.
- ❖ Mimecast CyberGraph
- ❖ Secure messaging
- ❖ Awareness training
- ❖ Internal email protect
- ❖ Sync and recover
- ❖ Cloud archive
- ❖ Large file send
- ❖ Email security

#### **5.18 Additional Services**

- ❖ Supply, manage and maintain the Customer Premise Equipment (CPE) that will terminate the last mile links. The CPEs should be compatible with HPE Aruba switches deployed at all NHFC sites as outlined on Table 1 of this document.
- ❖ View access to service provider's monitoring systems.
- ❖ Compliance with the NHFC ICT policies and procedures.
- ❖ Performance reports to be provided to the NHFC monthly and discussed during SLA meetings. Reports should be published on the portal accessible to the NHFC as and when they are required, e.g. Audit.
- ❖ All hardware should be under on-site warranty with the OEM for the duration of the contract.
- ❖ Transfer of related skills to the NHFC technical team during the contractual period.

## 5.8. CONFIRMATION OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

The bidder's proposal must cover the following aspects to address the NHFC' requirements.

**Note: This table below will be used as part of Technical Proposal scoring for functionality in Section 13. Bidders must clearly indicate the corresponding page number or section reference in their proposal where each response can be found. This is to facilitate accurate and efficient evaluation. Failure to cross-reference appropriately may negatively impact the evaluation outcome.**

No	Component	Description	Bidder's Response	Reference Page/Section in the Bid
<b>CATEGORY A: SD-WAN and IaaS Services</b>			<b>Yes / No</b>	
1	SD-WAN Service	The Software Defined Wide Area Network (SD-WAN) which connects the NHFC <b>Regional offices and the Head Office.</b>		
		SD-WAN Infrastructure must have <b>redundant connectivity</b> to enable high availability of services in case the primary links are down		
		The tariffs will be structured in a way that will enable the NHFC to <b>extend connection services to additional locations</b> within the country at fixed rate.		
		Ability to dynamically point connection from the Cloud Partner's primary production site to <b>disaster recovery sites in case of disaster.</b>		
		Applications aware <b>routing capability</b>		
		Performance based App Aware <b>Routing &amp; Load Sharing</b>		
		All hardware should be under <b>on-site warranty of the OEM</b> for the duration of the contract.		
		Fault-tolerant design that has a <b>high level of availability</b>		
		Application Based <b>QoS (Quality of Service),</b>		
2	Hosted dedicated firewall	<b>Firewall solution, VPN and transparent web proxy</b> services with <b>AD Integration.</b>		
3	IaaS & DRaaS	Infrastructure Hosting and Disaster Recovery Services		
4	Site availability	<b>99.95%</b> availability (Excluding planned downtime e.g. maintenance slots)		

CATEGORY B: INTERNET AND VPN SERVICES			Bidder's Response	Reference Page/Section in the Bid															
1	Dedicated Internet Access	<b>300 Mbps</b> Internet Breakout Connection from <b>Head Office (Sandton)</b> .																	
2	Internet Traffic Routing	The bidder will be required to supply a <b>second Internet Breakout terminating at the NHFC head office</b> that should start off with 100 Mbps with a minimum contention ratio of 1:1 and will be either increased or decreased over the contract period according to the needs of the organisation.																	
		The bidder should supply an Internet Breakout on the SD-WAN that terminates at the main provider Datacenter and should start off with 300 Mbps with a 1:1 contention ratio and will be either increased or decreased over the contract period according to the needs of the organisation.																	
		The bidder should supply an Internet Breakout on the SD-WAN that terminates at the Disaster Recovery Site Datacenter and should start off with 300 Mbps with a 1:1 contention ratio and will be either increased or decreased over the contract period according to the needs of the organisation.																	
		Internet traffic from the national NHFC sites should be transported via <b>local PE (Provider Edge) routers</b> (shortest path) to the Internet and not via the core MPLS link.																	
3	Network Management Services	<p>Primary data lines bandwidth with quality of service (QoS)</p> <ul style="list-style-type: none"> <li>• Business Class</li> <li>• Voice</li> <li>• Standard</li> </ul> <p>Fully managed SD-WAN between all sites</p>																	
4	Sites bandwidth capacity (both links active)	<table border="1"> <thead> <tr> <th>Office</th> <th>Primary Medium (Fibre)</th> <th>Redundant Medium (Fixed wireless)</th> </tr> </thead> <tbody> <tr> <td>Sandton</td> <td><b>300 Mbps</b></td> <td><b>100 Mbps</b></td> </tr> <tr> <td>Gqeberha</td> <td><b>50 Mbps</b></td> <td><b>20 Mbps</b></td> </tr> <tr> <td>Bellville</td> <td><b>50 Mbps</b></td> <td><b>20 Mbps</b></td> </tr> <tr> <td>Mitchel's Plein</td> <td><b>LTE L2TP Tunnel</b></td> <td><b>None</b></td> </tr> </tbody> </table>	Office	Primary Medium (Fibre)	Redundant Medium (Fixed wireless)	Sandton	<b>300 Mbps</b>	<b>100 Mbps</b>	Gqeberha	<b>50 Mbps</b>	<b>20 Mbps</b>	Bellville	<b>50 Mbps</b>	<b>20 Mbps</b>	Mitchel's Plein	<b>LTE L2TP Tunnel</b>	<b>None</b>		
		Office	Primary Medium (Fibre)	Redundant Medium (Fixed wireless)															
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		Bellville	<b>50 Mbps</b>	<b>20 Mbps</b>															
		Mitchel's Plein	<b>LTE L2TP Tunnel</b>	<b>None</b>															
The bidder must be able to <b>integrate</b> the Firewall into the NHFC ManageEngine Service Desk Plus.																			

		All routers/s including the Internet breakout router/s (CPEs) should be compatible with the HPE Aruba switches deployed at all NHFC sites and have the ability to be remotely managed and also export data to the NHFC Information Technology Service Management tools.			
5	Bandwidth Scalability	Connectivity devices' (Routers) firmware must be <b>patched</b> regularly to the latest versions as per software releases.			
<b>CATEGORY C: FIREWALL, SECURITY AND DNS SERVICE</b>				<b>Bidder's Response</b>	<b>Reference Page/Section in the Bid</b>
1	Mimecast Security and Email Archiving	Mimecast services as per the scope of work.			
2	Routers Management	Management and maintenance of routers (CPE)			
3	Firewall Rules	NHFC will supply the successful bidder a set of rules and policies for the initial configuration of the firewall and further change requests will be logged via the NHFC' <b>ManageEngine Service Desk Plus</b> .			
4	DNS	<ul style="list-style-type: none"> <li>• NHFC.co.za</li> <li>• NHFC.org.za</li> <li>• firsthomefinance.co.za</li> <li>• firsthomefinance.org.za</li> <li>• hsdh.co.za</li> <li>• hsdh.org.za</li> <li>• CTCHC.co.za</li> <li>• Annual domain renewals</li> <li>• Annual Wildcard SSL certificate renewals</li> <li>• 1 X MX record</li> <li>• 4 X A record</li> </ul>			
5	Firewall Certification	The successful bidder must also for the duration of the contract, maintain such <b>firewall security certification of the engineer</b> who will be responsible for administration and support of the firewalls			

CATEGORY D: UNIFIED COMMUNICATION			Bidder's Response	Reference Page/Section in the Bid
1	Microsoft Teams Phone	Provide the NHFC with the <b>design, planning, provisioning and testing</b> of the Microsoft Teams Phone		
2	CCaaS	Complete and submit a Table 6 under clause 12.3.1, outlining the bidder's experience on similar projects.		

**Table 4**

## 6. END TO END SERVICE MANAGEMENT

The bidder must provide a detailed proposal of how all the services will be managed to meet the NHFC operational and strategic objectives. It is expected that the bidder must provide an operational plan which will be used to always ensure availability of all the services as well as business processes, and procedures which will be followed to ensure up-time, availability, accessibility and usability of all the services. The service provider must illustrate how the NHFC data will be wiped out/removed from their infrastructure when the contract ends.

- ❖ The Service Management Plan and operational processes must be included in the bid to demonstrate how the bidder is going to deliver the services.
- ❖ Escalation processes to be followed when calls are logged with the bidder must be provided as per the bid's response. The Draft Service Level Agreement must be submitted to indicate the up time that the bidder is proposing to the NHFC for all the services.
- ❖ The Organogram must be provided to demonstrate how the bidder is structured to render these services to the NHFC.
- ❖ Back-to-Back agreement in areas where the services are contracted to ensure that there's a solid and reliable operating model to deliver these services without compromising the quality of service.

Below is the Service Level Requirements for the NHFC and the bidder must provide their proposed Service Level performance in response to the NHFC' requirements.

All services to be delivered as per timelines mutually defined and agreed by NHFC and the preferred bidder. This will include the management of 3rd party vendors. The successful bidder will ensure support (24 hours everyday x 365 days each year) for any issue related to availability and accessibility. The successful bidder would be solely responsible for any defect in the solution(s). Service Uptimes per location - The successful bidder will be required to adhere to the service levels outlined in the table below, which

contains the classification of Service Levels by priority and location type.

Service Level Type	Initial Response to	Subsequent Response	Time Resolve to	Target Uptime	Typical NHFC Locations
Priority 1	15 minutes	Every 1 hours	4 hours	99.99%	NHFC Head Office NHFC Disaster Recovery site
Priority 2	35 minutes	Every 4 hours	8 hours	99.90%	NHFC National offices NHFC internet breakout
Priority 3	1 Hour	Every 8 Hours	Next Working Day	99.90%	NHFC National offices NHFC internet breakout

**Table 5**

## 7. PENALTIES

The NHFC reserves the right to impose penalties should the service provider fail to perform the services within the period and services specified in the contract, deduct from the contract price, as a penalty, a sum calculated on the unperformed services using the table below for each day of the delay until actual performance. To be negotiated when concluding the Service Level Agreement.

## 8. TRANSITION SERVICES

### IN TRANSITION

The bidder must provide a transition plan for how it is going to ensure a seamless transition from the incumbent's environment to the new environment with limited disruption to the NHFC operations to cover the following:

- ❖ Kick-off meeting and development of all the implementation plans
- ❖ Planning, design, installation and configuration of Production and Disaster Recovery environments.
- ❖ Planning, design, installation and configuration of SD-WAN for the NHFC.
- ❖ Three (3) months' transition period from the date an appointment letter has been accepted by the preferred bidder.
- ❖ The service provider must compile procedures and processes to align with the NHFC policies, procedures and processes during the transition period and present it to the NHFC for approval before implementation.
- ❖ Document the new environment to be approved by the NHFC.
- ❖ The service provider convenes a transition handover session to present the final

configuration to the NHFC.

- ❖ Transition project plan should be supplied as part of the tender process.

## **9. EXCLUSIONS**

9.1 The NHFC IT will continue to manage logical security and Local Area Network at Head Office and the regional sites.

9.2 Management of NHFC Microsoft Tenant and Microsoft 365 Licensing.

## **10. DURATION OF THE PROJECT**

The duration will be three (3) Years from the date of appointment, and it includes a transition period which must not exceed three (3) months from the date of letter of appointment acceptance.

## **11. SPECIAL CONDITION OF TENDER**

11.1 The prospective service providers must submit an all-inclusive contractual fixed price and detailed cost breakdown schedule (the price must be VAT inclusive) as provided for in SBD 3.3 Form.

11.2 The NHFC reserves the right to negotiate pricing with all the preferred bidders in line with market-related prices.

11.3 Travelling costs and time spent or incurred between home and office of the consultant including their staff, shall not be for the account of the NHFC.

11.4 Travelling costs and time spent or incurred between the service provider offices and the NHFC offices shall not be for the account of the NHFC.

11.5 Supporting documents for all disbursement incurred must be submitted to the NHFC together with the invoices.

11.6 Payments will be strictly based on approved deliverables and time as per the service level agreement.

11.7 The NHFC reserves the right not to award the bid to the lowest bidder.

11.8 The service provider must not bill the NHFC for any unproductive or duplicated time spent on any assignment, for any reason, including as a result of staff changes.

11.9 Copy and Distribute

- The NHFC shall be entitled to copy, reproduce and/or distribute submissions of all copies sent to the NHFC by the respondent in response to and/or in connection with this bid, among its employees to be used for further development of the NHFC project.

- All intellectual property rights emanating from this project will vest with the NHFC either electronically or hard copy or any other.

#### 11.10 Confidentiality

- All information pertaining to the NHFC obtained by the bidder as a result of participation in this bid is confidential and must not be disclosed without written authorisation from the NHFC.

11.11 Should the resource provided by the preferred bidder to render services to the NHFC resign, etc. the appointed bidder should be expected to replace the resource with similar skills as the resource.

11.12 The General Conditions of Contract (GCC) must be signed or initial on each page by the bidder as included in the bid document.

11.13 The NHFC will not award the bid to any preferred bidder who has not registered on the Central Database Supplier (CSD) as required by the National Treasury Prescript, until they are registered on the CSD.

11.14 The NHFC reserves the right not to accept any bids which do not comply with the specifications and conditions set out in the bid documents.

11.15 In cases where a bidder will be sub-contracting, proof of documentation for the subcontractor should be submitted as well, i.e. B-BBEE, company registration documents, partnership agreement, Joint Venture agreement etc.

11.16 The NHFC reserves the right to further confirm reference letters or similar project experience of the preferred bidder to be appointed.

11.17 Submission of an original and valid B-BBEE certificate or a certified copy therefore, including Sworn Affidavit (EMEs/QSEs) to claim the preference points.

11.18 In cases where a bidder will be sub-contracting, proof of documentation for the subcontractor should be submitted as well i.e. B-BBEE, company registration documents. The B-BBEE certificate must be valid for a period of 12 months (either be an original certificate or certified copy of an original or certified sworn affidavit).

11.19 All SBD forms to be duly completed and signed. Failure to do so may lead to disqualification.

11.20 In terms where the preferred bidder tax matters are not in order, 7 (seven) days will be given to the bidder to rectify their tax matters. Failure to do so will lead to disqualification of the bidder from the bid process as indicated in the National Treasury Prescript No 9 of 2017/2018.

11.21 The provisions of Protection of Personal Information Act, No.4 of 2013 will be adhered to.

11.22 The NHFC shall directly sign the licensing agreement with the software vendor, although the preferred bidders will remain responsible for performing and facilitate the transaction.

11.23 The preferred bidder should provide a skill transfer and training to the NHFC Technical Team (6 personnel) of the following areas, not limited to:

1.1.1. Installation and use of the tools

1.1.2. Monitoring and administration

1.1.3. Reporting

11.24 The skill transfer and training plan will be required within the timelines to be determined by NHFC during contract execution stage.

11.25 The prospective bidder must be registered on Central Supplier Database (CSD) prior to submitting bids as per the information below which will not lead to a disqualification except for the tax matters:

- Business registration, including details of directorship and membership;
- Tax compliance status.

11.26 The quoted price must include inflation escalation and specify exchange rates used or where applicable.

11.27 The NHFC may prescribe specifications to fit in with the operational requirements.

11.28 The NHFC reserves the right to impose penalties in cases where the service provider fails to perform the services in line with specifications.

11.29 The NHFC reserves the right to exercise the non-exclusive option.

11.30 The NHFC reserves the right to conduct site visits.

11.31 A schedule of all related parties must be disclosed in the bid document, if any.

11.32 The NHFC may disqualify a Bidder whose proposal contains a misrepresentation which is materially incorrect or misrepresented.

11.33 The tender will be awarded in line with National Treasury Prescripts and all applicable legislation.

## 12. TECHNICAL DATA TO BE SUBMITTED BY BIDDER

### 12.1 General Information

12.1.1 The NHFC requires the services of interested and competent organizations or companies that are experienced in Infrastructure Hosting and Related Services and the service provider is expected to provide proof of expertise.

### 12.2 Requisites of the Service Provider:

12.2.1 A detailed proposal:

- Understanding of terms of reference.
- Team Composition Competencies (please attach CVs and indicate roles of individuals and certified qualifications).
- Quality Assurance Measures (process and control).
- Detailed Pricing Schedule (Refer to Annexure A for the pricing schedule as attached to this document)

### 12.3 Documents to be submitted

12.3.1 Expertise and experience of key personnel

12.3.2 The successful service provider will be required to provide the expertise, qualifications, and experience to successfully deliver the Infrastructure Hosting and related services and training to the NHFC technical team.

12.3.3 Suitably qualified and experienced Project Manager and Technical personnel must be assigned to this project. Please complete a summary detail of the main Project Team members in the format shown in table 6 below:

NO	PROJECTS COMPLETED IN THE LAST FIVE (5) YEARS				
	Full Name	Role in Project	Academic Qualifications	Key Area of Specialization	Years of Experience in the industry
1.					
2.					
3.					
4.					

Table 6

\*Please attach recently copies of academic qualifications.

**Note**, in addition, please provide the following:

- Comprehensive CV for each of the project team members highlighting specific and relevant qualifications and experience.
- Key personnel may only be replaced by personnel with similar expertise over the life of the contract and written permission must be obtained from the NHFC.

## **12.4 Project Proposal**

12.4.1 The bidder is required to submit a comprehensive project proposal.

12.4.2 The proposal must clearly outline the bidder's proposed approach to executing the project.

12.4.3 The approach and methodology should specifically address the minimum requirements outlined in the scope of work above.

12.4.4 A detailed project plan must be provided, including proposed milestones and timelines. This plan should identify key tasks, activities, and deliverables aligned with the scope of work.

12.4.5 The bidder must also submit a detailed transition / migration plan, documenting the process flow and timelines linked to key deliverables. While a three (3) month implementation period is preferred, alternative reasonable timeframes will be considered.

## **13. EVALUATION CRITERIA**

13.1 In accordance with the NHFC Supply Chain Management Policy, the bid evaluation process shall be carried out in three (3) stages namely:

Stage 1: Administrative Compliance Requirements of bid requirements

Stage 2: Functional Evaluation: and

Stage 3: Price and Preference Points

### **Stage 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 and technical requirements specific to this tender. 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.

## Stage 2 – Functional Evaluation

Functionality Evaluation (Combination of Paper Based, Presentations and Site Inspection Criteria) = 75 points out of 100 points

- ❖ **Part 1: Paper-Based Evaluation** - Bidders will be evaluated out of 80 points. Only bidders who achieve a minimum of 60 points or more will be invited to presentations.
- ❖ **Part 2: Presentations** - Bidders will be evaluated out of 10 points. Only bidders who achieve a minimum of 5 points or more will be evaluated on Site Inspection.
- ❖ **Part 3 Site Inspections** – Bidders who achieve a minimum combined 65 (Paper-based + Presentations) or more points from Paper-Based evaluations and presentations, a site inspection will be conducted on the date specified by the Bid Evaluation Committee. The bidders will be evaluated out of 10 points and are required to achieve 10 points.

Phases of SCM evaluation processes	Minimum qualification criteria for this phase	Total Points	Sub minimum Points	Minimum requirement to qualify for next phase
1. <b>Functionality Evaluation – Part 1</b>	Confirm responsiveness of bids and verify documents submitted	<b>80 points</b>	60 points	60 points or more to qualify for the next evaluation Part 2 presentation session.  Bidders who scored a minimum of 60 will be given <b>five (5) days</b> to prepare a presentation and then present their solution.  Bidders that score less than <b>60 points</b> on part 1 will be disqualified.
2. <b>Functionality Presentation Evaluation Part 2</b>	Bidder must have achieved minimum 60 points on functionality Evaluation Part 1	<b>10 points</b>	5 points	5 points or more on presentation to qualify for part 3 – site visit.  Bidders that score less than <b>5 points</b> on part 2 will be disqualified.
3. <b>Functionality Site Part 3</b>	Bidder must have achieved a combined minimum score of 65 points on functionality Evaluation part 1 and 2	<b>10 points</b>	10 points	Bidders must score 10 points on evaluation part 3 Inspection.  A bidder must score a minimum of 75 points combined score for part 1- 3. Evaluation)) to move to progress to Price and Preference Points Evaluation.

Table 7

## Functionality Evaluation Part 1 (Paper-based)

The bidder's proposal must cover the following aspects to address the NHFC' requirements.

No	Component	Description		
<b>CATEGORY A: SD-WAN, IaaS Services and Data Center</b>			<b>Typical information to provide</b>	<b>Points 20</b>
1	<b>SD-WAN Service</b>	1.The Software Defined Wide Area Network (SD-WAN) which connects the NHFC <b>Regional offices and the Head Office. (3 points)</b> 2. SD-WAN Infrastructure must have <b>redundant connectivity</b> to enable high availability of services in case the primary links are down. <b>(2 points)</b>	A detailed plan on how the SD-WAN solution is to be configured including diagrams depicting the proposed solution.	5
2	<b>Hosted dedicated firewall</b>	<b>Firewall solution (3 points), VPN and transparent web proxy services with AD Integration. (2 points)</b>	Detailed information on Firewall solution and how the VPN solution will be rolled out as per the SOW.	5
3	<b>IaaS and DRaaS</b>	Infrastructure Hosting and Disaster Recovery Services	Detailed plans on how the Private Cloud server hosting will be deployed; technology to be used, virtual server provisioning, replication links, environment patching, AV management, firewall management, DRaaS, etc. as per the SOW.	5
4	<b>Data Centre Certification (Minimum Tier III will be accepted)</b>	<b>Tier IV Uptime Certified = 5 Points</b>  <b>Tier III Uptime Certified = 3 Points</b>	Provide Uptime Certificate or equivalent	5
<b>CATEGORY B: INTERNET AND VPN SERVICES</b>			<b>Typical information to provide</b>	<b>Points 10</b>
1	<b>Dedicated Internet Access</b>	<b>300 Mbps Internet Breakout Connection from Head Office (Sandton).</b>	Confirmation of the connectivity requirements including the network diagram.	1
2	<b>Internet Traffic Routing</b>	The bidder will be required to supply a <b>second Internet Breakout terminating at the NHFC head office</b> that should start off with 300 Mbps with a minimum contention ratio of 1:1 and will be either increased or decreased over the contract period according to the needs of the organisation.		1

		The bidder should supply an Internet Breakout on the SD-WAN that terminates at the main provider Datacenter and should start off with 300 Mbps with a 1:1 contention ratio and will be either increased or decreased over the contract period according to the needs of the organisation.				1	
		The bidder should supply an Internet Breakout on the SD-WAN that terminates at the Disaster Recovery Site Datacenter and should start off with 300 Mbps with a 1:1 contention ratio and will be either increased or decreased over the contract period according to the needs of the organisation.				1	
		Internet traffic from the national NHFC sites should be transported via <b>local PE (Provider Edge) routers</b> (shortest path) to the Internet and not via the core MPLS link.				1	
3	<b>Network Management Services</b>	Primary data lines bandwidth with quality of service (QoS) <ul style="list-style-type: none"> <li>• Business Class</li> <li>• Voice</li> <li>• Standard</li> </ul> Fully managed SD-WAN between all sites				1	
4	<b>Sites bandwidth capacity (both links active)</b>	<b>Office</b>	<b>Primary Medium</b>	<b>Redundant Medium</b>		1	
		Sandton	300 Mbps	100 Mbps			
		Gqeberha	50 Mbps	20 Mbps			
		Bellville	50 Mbps	20 Mbps			
		Mitchells Plain	LTE L2TP Tunnel	None			
		The bidder must be able to <b>integrate</b> the Firewall into the NHFC ManageEngine Service Desk Plus					1
		All routers/s including the Internet breakout router/s (CPEs) should be compatible with the HPE Aruba switches deployed at all NHFC sites and have the ability to be remotely managed and also export data to the NHFC Information Technology Service Management tools.					1
5	<b>Bandwidth Scalability</b>	Connectivity devices' (Routers) firmware must be <b>patched</b> regularly to the latest versions as per software releases.			Patch management plan(s)	1	

CATEGORY C: FIREWALL, SECURITY AND DNS SERVICE			Typical information to provide	Points 5
1	<b>Mimecast Security and Email Archiving</b>	Mimecast Security, email archiving and addons.	Detailed information / plans on how Mimecast services are to be provisioned as per the SOW.	2
2	<b>Routers Management</b>	Management and maintenance of routers (CPE)	Detailed information on how the routers will be managed including firmware upgrades and network performance optimization and security	1
3	<b>DNS</b>	<ul style="list-style-type: none"> <li>• NHFC.co.za</li> <li>• NHFC.org.za</li> <li>• firsthomefinance.co.za</li> <li>• firsthomefinance.org.za</li> <li>• hsdb.co.za</li> <li>• HSDB.org.za</li> <li>• CTCHC.co.za</li> <li>• Annual domain renewals</li> <li>• Annual wildcard SSL certificate renewals</li> <li>• 1 X MX record</li> <li>• 4 X A record</li> </ul>	Detailed plans and cost estimates on the domain transfers, if necessary, maintenance of DNS records and annual domain renewals and wild card certificate.	1
5	<b>Firewall Certification</b>	The successful bidder must also for the duration of the contract, maintain such <b>firewall security certification of the engineer</b> who will be responsible for administration and support of the firewalls	Confirmation of maintain valid firewall certification.	1
CATEGORY D: UNIFIED COMMUNICATION			Typical information to provide	Points 5
1	<b>Microsoft Teams Phone</b>	Provide the NHFC with the <b>design, planning, provisioning and testing</b> of the Microsoft Teams Phone	Provide detailed information on how Microsoft Teams Phone will be configured.	3
2	<b>CCaaS</b>	Provide the NHFC with the <b>design, planning, provisioning and testing</b> of the Contact Centre as a Service	Provide detailed information on how the CCaaS will be configured including the WhatsApp for Business	2

Table 8

Item No	Evaluation Criteria	Description	Points
1	<b>Technical Proposal</b>	<p>Technical proposal on delivering Infrastructure as a Service (IaaS), Software Defined – Wide Area Network (SD-WAN) Managed Service, Interconnectivity, Infrastructure Security, Mimecast Security and Email Archiving, Contact Centre as a Service (CCaaS) and Microsoft Teams Phone, Support and Maintenance.</p> <p><b>Refer to table 10 above and the points allocated.</b></p> <p><b>Score Allocation:</b></p> <p>Category A: <b>20 Points</b></p> <p>Category B: <b>10 Points</b></p> <p>Category C: <b>5 Points</b></p> <p>Category D: <b>5 Points</b></p>	<b>40 Points</b>
2.	<b>Client References</b>	<p>The Service Provider <b>MUST</b> provide verifiable written reference letters from clients, confirming the successful delivery of Infrastructure as a Service (IaaS), Software Defined – Wide Area Network (SD-WAN) Managed Service, Interconnectivity, Infrastructure Security and Support and Maintenance.</p> <p><b>The reference letters provided by the Service Provider’s clients must include the following details:</b></p> <ul style="list-style-type: none"> <li>• The letter must include at the minimum, <b>IaaS, SD-WAN, Interconnectivity and Infrastructure Security.</b></li> <li>• The letter must be in the referees’ letterhead</li> <li>• The letter must have contact person and contact details</li> <li>• The letter must be signed</li> <li>• The reference letter must be dated from 2018 to date</li> </ul> <p><b>Score Allocation:</b></p> <ul style="list-style-type: none"> <li>• <b>No letters = 0 points</b></li> <li>• <b>1 Reference letter = 4 Points</b></li> <li>• <b>2 Reference letters = 8 Points</b></li> <li>• <b>3 Reference letters = 12 Points</b></li> <li>• <b>4 Reference letters = 16 Points</b></li> <li>• <b>5 Reference letters = 20 Points</b></li> </ul> <p><b>NB!! The NHFC reserves the right to verify the reference letters provided. No response by the referee within 7 working days from the date of request of confirmation by the NHFC, will deem the reference letter invalid.</b></p>	<b>20</b>



	<p><b>Organogram and CVs of the Project Team.</b> The organogram indicating the <b>Solution Architect, Server and Storage Engineer / Specialist, Network Engineer / Specialist and Security Engineer / Specialist.</b> The combined experience (excluding the Project Manager and the Technical Lead) of the members should be demonstrated. <b>Refer to Table 6, Section 12</b></p> <p><b>Relevant Certificates of Project Team members</b> (Excl. Project Manager and Technical Lead) e.g. Microsoft technical certificates relevant to specialty, Endpoint certificate, etc.</p>	<p><b>Score Allocation:</b></p> <ul style="list-style-type: none"> <li>❖ Less than ten 5 years of combined average experience – <b>0 point</b></li> <li>❖ 5 – 7 years of combined average experience – <b>3 points</b></li> <li>❖ 8 years and above of combined average experience – <b>5 points</b></li> </ul> <p><b>Score Allocation:</b></p> <ul style="list-style-type: none"> <li>❖ No certificates of team members – <b>0 point</b></li> <li>❖ One member with at least one (1) certificate – <b>2 points</b></li> <li>❖ Two (2) members with each having at least one certificate – <b>3 points</b></li> <li>❖ Three (3) members with each having at least one certificate – <b>4 points</b></li> <li>❖ Four (4) members with each having at least one certificate – <b>5 points</b></li> </ul> <p><b>NB!! Please complete table 6 on point 12.3.4 of this document outlining the experience of the project team members.</b></p>	
<b>TOTAL</b>		<b>80 Points</b>	
<b>MINIMUM QUALIFYING REQUIREMENT</b>		<b>60 Points</b>	

**Table 9**

**Functionality Evaluation Part 2 (Presentations)**

The bidders will be given five (5) days to prepare the presentation of the solution and the implementation plan to the Bid Evaluation Committee.

- ❖ Presentations may not exceed 90 minutes.
- ❖ The presentation phase is out of 10 points. The presentation will be scored as per the table below:

No	Functionality Criteria	Description	Points
1.	Technical Solutions Proposal on how the Solution will be designed, configured, deployed, and managed for all the required Services.	<p>The bidder to demonstrate that the technical requirements are to be met by the proposed solution including implementation plan, service management, and governance approach.</p> <p><b>Score Allocation</b></p> <ul style="list-style-type: none"> <li>• <b>10 Points</b> = The bidder presented a comprehensive proposal that covered all the required services including, implementation plan, transition plan, service management, governance mechanism of the contract, network topology diagram(s), and additional functional capabilities.</li> <li>• <b>5 Points</b> = The bidder presented a proposal that partially covers all the required services including the implementation.</li> <li>• <b>1 Point</b> = The bidder presented a proposal which does not cover all the required services including, and it is missing some of the key elements of the services.</li> </ul> <p><b>NB!! Minimum of 5 out of 10 points to be scored to progress to Site Inspections.</b></p>	<b>10 Points</b>
	<b>SUBTOTAL</b>		<b>10 Points</b>
	<b>TOTAL</b>		<b>90 Points</b>

### Functionality Evaluation: Part 3 (Site Inspection)

The NHFC will conduct a site visit to assess the Data Centre's compliance with business continuity standards.

The following are the criteria:

No	Criteria	Description	10 Points
1	Building Security	Check access controls: keycard access, biometric security, or security door.	<b>2</b>
		Verify security camera coverage and functionality.	
		Ensure physical security staff and monitoring systems are in place 24/7.	
2	Power and Utilities	2 or more Backup Generators	<b>2</b>
		Power Redundancy: dual power feed	
		Uninterruptible Power Supply (UPS): Test UPS failover functionality	
3	Environmental Controls	Verify fire suppression systems are functional (e.g. Sprinklers, fire extinguishers, gas systems).	<b>2</b>
		Inspect HVAC (Heating, Ventilation, and Air Conditioning) systems for consistent temperature and humidity control.	
4	Redundant Network Connections	Demonstrate failover functionality between primary and secondary network links. Provide a high-level document.	<b>2</b>
5	Server Health	Provide a Maintenance Agreement	<b>2</b>

**NB!! Bidders must comply with all the above and score 10/10. 0 score will be allocated if the above could not be verified during Site Inspection.**

	<b>SUBTOTAL</b>	<b>10 Points</b>
	<b>TOTAL POINTS FOR PART 1, 2 AND 3</b>	<b>100 Points</b>

Bidders that then qualify in terms of the functionality stage 2 evaluation minimum points of **75 points** will then be evaluated in terms of price and preference point system (**Specific Goals**) as per the PPPFA Act and its associated Regulations issued by the National Treasury.

#### 14. TERMINOLOGY DEFINITIONS

The following terms are defined:

- ❖ **APN** means Access Private Network
- ❖ **Bidder means** a prospective service provider who submits a proposal in relation to this Bid Document.
- ❖ **Bid Document means** the document as prepared and compiled by the NHFC.
- ❖ **Business hours** mean – 8H30 to 17H00
- ❖ **CCaaS** means Contact Centre as a Service.
- ❖ **DRaaS** means Disaster Recovery as Service.
- ❖ **DMARC** means Domain-based Message Authentication, Reporting & Conformance.
- ❖ **DR** - Disaster Recovery.
- ❖ **EDR** means Endpoint Detection and Response.
- ❖ **IaaS** means Infrastructure as a Service.
- ❖ **ITSM** means Information Technology Service Management (ITSM) tools.
- ❖ **IVR** means Interactive Voice Response.
- ❖ **MFA** means Multi-Factor Authentication
- ❖ **MPLS** means Multiprotocol Label Switching.
- ❖ **NHFC** means National Housing Finance Corporation SOC.
- ❖ **Production environment** is a term used mostly by developers to describe the setting where software and other products are put into operation for their intended uses by end users.
- ❖ **RPO** means the Recovery Point Objective.
- ❖ **RTO** means the Recovery Time Objective
- ❖ **SBD Forms** means standard bidding compliance documents as prescribed by the National Treasury.

- ❖ **SD-WAN** means Software-Defined Wide Area Network.
- ❖ **Services** mean the IT hosting infrastructure and related services.
- ❖ **SIEM** means Security Information and Event Management system.
- ❖ **VPC** means Virtual Private Cloud
- ❖ **VPN** means Virtual Private Network.

## 15. PRICE AND PREFERENCE POINTS EVALUATION

Only bids that obtained a minimum qualifying score of **75 points** for Stage 2 (Functional Requirements) will be evaluated further. As per the table below, price is evaluated over 80 points and preference points over 20:

1	Price		80 points
2	Specific Goals		20 points
#	Specific Goal	Proof	Points Allocation
1	South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum >50% ownership or more)	<ul style="list-style-type: none"> <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
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>	8
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>	1
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>	1

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>	3
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**PRICING SCHEDULE  
(Professional Services)**

NAME OF BIDDER:.....	BID NO.: KM01/05/2026
CLOSING TIME 11:00 am	CLOSING DATE: 26 June 2026

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

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ITEM DESCRIPTION NO**(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY
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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)
4. Period required for commencement with project after acceptance of bid  
.....
5. Estimated man-days for completion of project.....
6. Are the rates quoted firm for the full period of contract? \*YES/NO
7. If not firm for the full period, provide details of the basis on which adjustments will be applied for, forexample consumer price index.  
.....  
.....  
.....  
.....

**ANNEXURE A: INFRASTRUCTURE HOSTING AND RELATED SERVICES PRICING SCHEDULE**

Pricing Table: Bidders must comply with the following requirements when calculating their price (ZAR).

<b>MANAGED HOSTING INFRASTRUCTURE SERVICES</b>	<b>Cost (Excl. VAT) YEAR 1</b>	<b>Cost (Excl. VAT) YEAR 2</b>	<b>Cost (Excl. VAT) YEAR 3</b>	<b>TOTAL BID FEE FOR YR 1 – 3 (Excl. VAT)</b>
Infrastructure as a Service (IaaS), Software Defined – Wide Area Network (SD-WAN) Managed Service, Interconnectivity, Infrastructure Security, Mimecast Security and Email Archiving, Contact Centre as a Service (CCaaS) and Microsoft Teams Phone				
Maintenance and Support				
Licenses				
Implementation and Transition (Once-off)				
Skill Transfer (Once off)				
<b>Sub Total (03) years (Excl VAT)</b>				
<b>VAT @15%</b>				
<b>Total cost for three (03) years (Incl VAT)</b>				
<b>Bidder Signature</b>				

## PART 2: RETURNABLE DOCUMENTS

### 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

## 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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	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	<ul style="list-style-type: none"> <li>• Company Registration</li> </ul>	7	

<p>the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996.</p> <p>(Minimum &gt;50% ownership or more)</p>	<p>Certification (CIPC)</p> <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>		
<p>Woman Ownership &gt;50%</p>	<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>	<p><b>8</b></p>	
<p>Disabled Ownership &gt;50%</p>	<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>	<p><b>1</b></p>	
<p>Military veteran Ownership &gt;50%</p>	<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</li> </ul>	<p><b>1</b></p>	

	authorised body/entity certifying the military status of the claimant (bidder).		
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>	

**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>	..... ..... .....

## 1. PROTECTION OF PERSONAL INFORMATION

- 1.1. The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“POPIA”) and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.
- 1.2. The Service Provider must only process personal information of the NHFC and third parties on behalf of the NHFC, with the NHFC’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.
- 1.3. Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the NHFC for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the NHFC or on behalf of the NHFC for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:
  - 1.3.1. process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the NHFC or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information;
  - 1.3.2. without prejudice to the generality of the foregoing, ensure that appropriate ,reasonable technical and organisational measures shall be taken by it/them to prevent
    - 1.3.2.1. the unauthorised or unlawful processing of such Personal Information; and
    - 1.3.2.2. the accidental loss or destruction of, or damage to, such Personal Information; and
    - 1.3.2.3. promptly notify the NHFC when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.

- 1.4. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 1.5. The Service Provider must notify the NHFC immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the NHFC, at its own cost:
  - 1.5.1. with any investigation or notice to the Regulator or data subjects that the NHFC may Make in relation to a Data Breach; and
  - 1.5.2. in responding to any directions by the Regulator to publicise the Data Breach, including assisting the NHFC to make public announcements if required.
  - 1.5.3 The Service Provider indemnifies the NHFC against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

2. POPIA CONSENT

- 2.1. The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
  - 2.1.1. The information is voluntarily supplied, without undue influence from any party; and
  - 2.1.2. The information is necessary for the purposes of the engagement with NHFC.
- 2.2. The tenderer acknowledges that he /she is aware of his/her right to:
  - 2.2.1. Access the information at any reasonable time for the purposes of rectification thereof;
  - 2.2.2. Object to the processing of the information;
  - 2.2.3. Lodge a complaint with the Information Regulator.

**CERTIFICATION**

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bid

**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. ....



**FORM 2- POLITICAL PARTY FUNDING DECLARATION FORM**

**Political Party Funding Declaration Form**

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

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

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

Yes	No

**Name** (in blocks): \_\_\_\_\_

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

## FORM 3- PEP SELF CERTIFICATION FORM

### Politically Exposed Person (PEP) Self-Certification Form

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

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

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

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

The following examples serve as aids in defining PEPs:

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

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

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

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

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

**Name** (in blocks): \_\_\_\_\_

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

## FORM 4: PEP ULTIMATE BENEFICIARY OWNER FORM

### Politically Exposed Person (PEP) Ultimate Beneficiary Owner Form

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

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

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

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

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

### 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 fulfillment of this contract.

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2 .....

DATE: .....

.....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

accept your bid under reference 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 .....

DATE: .....

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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## General Conditions of Contract

### 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

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

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful 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) 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

31.2 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**

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

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

33.3 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.

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

NAME (PRINT) .....

SIGNATURE .....

