NATIONAL HOUSING FINANCE CORPORATION (NHFC)

Invitation to Bid

BID DESCRIPTION: REQUEST FOR PROPOSAL FOR THE PROVISION OF EMPLOYEE WELLNESS SERVICES FOR A PERIOD OF THREE (3) YEARS

Tender Number: BM01/11/2026

Issued by:
NHFC 5th Floor 90 Grayston Drive Sandton 2196

Full Name of Bidding/Tendering Entity: _____

Contact Person: _____

Tel Number: _____

Advert Date: 27 November 2026

Compulsory Briefing Session Date and Time: 07 December 2026 at 11:00 **MS Teams**
Non-attendance will lead to disqualification
Meeting ID: 337 705 789 976 313 6
Passcode: n9Ch9gh2

Closing Date and Time: 12 January 2027 at 11:00
(No late bids will be accepted)

Bid enquiries: Tenders01@nhfc.co.za

Bidder's Authorised Signatory: _____

BID DOCUMENTS CHECK LIST:

The contents of the BID document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider. Please complete the checklist below to verify your submission of the relevant documents:

Schedules	**Description**	**Submitted – Indicate YES or NO**
Annexure 1	Tax Compliance Status Pin	
Annexure 2	Copies of Company Registration Documents	
Annexure 3	Copy B-BBEE Certificate/ Sworn Affidavit	
Annexure 4	SBD 1: Invitation to Bid	
Annexure 5	SBD 3.3: Pricing Schedule	
Annexure 6	SBD 4: Bidder's Disclosure	
Annexure 7	SBD 6.1: Preference Point Claim Form in Terms of Preferential Procurement Regulations 2022	
Annexure 8	SBD 7.2 Contract Form Rendering of Services	
Annexure 9	Resolution to Sign	
Annexure 10	Signed or Initialised General Conditions of Contract (GCC)	
Annexure 11	One (1) original hard copy and a soft copy of the RFP (USB) must be submitted in a sealed envelope, appropriately addressed, with a description of the bid and bid number.	
Annexure 12	Protection of Personal Information Consent Form	
Annexure 13	Consent For Credit and World Checks (form 1,2,3,4)	
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1. Overview of the Bidding Process

The bidding process will be conducted through four (4) key phases:

- **Phase 1: Administrative Compliance Requirements -** which involves completing and submitting certain documents/information, which will be considered when evaluating the proposal.
- **Phase 2: Mandatory Requirements – Failure to submit the following documents will result in disqualification.**
  - The Employee Wellness service provider must submit a valid certificate of membership with the Employee Assistance Professionals Association of South Africa (EAPA SA). In the name of the bidding company and not the individual.

  - The Employee Wellness service provider must submit **one (1)** reference letter in implementation of an executive wellness programme. *The NHFC will contact the references as part of the due diligence process. 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 and therefore scored zero*. The reference letters **MUST** meet all of the following requirements:

    - Be on official client letterhead
    - Be dated and signed by a duly authorised representative
    - Include contact details of the referee
    - Reference letters must not be older than five (5) years (calculated from 1 November 2021)

- **Phase 3: Functionality Evaluation phase** – Functionality comprises the written response and presentation. Bidders will first be evaluated on the written response out of 80 points and must score a minimum of 55 points out of 80 to qualify for the presentation. The presentation forms part of Phase 3 and is evaluated out of 20 points. Bidders must achieve a combined minimum score of 70 points out of 100 for the written response and presentation to proceed to the Price and Preference Points evaluation.
- **Phase 4: Evaluation based on the Price and Preference Points** - Bidders will be subjected to the Preferential Procurement Framework Act.

NB: All submissions (bid documents) must be in the name of the service provider.

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 Bid will not necessarily be accepted.
- NHFC reserves the right to reject submitted proposal if deemed necessary. Should it be discovered by the NHFC that the bidder did not act in good faith and/or has declared incorrectly/falsely, NHFC reserves the right to disqualify or reject the bid.
- The NHFC reserves the right to disqualify a bid proposal if the bidders' proposal is not compliant with the scope of work/terms of reference.
- The bidder is subjected to due-diligence process which includes, screening, vetting, and/or any best practice necessary for the NHFC to comply with legislation and its Policies and Procedures. Due diligence and PEP checks will also be conducted on the successful bidder.
- The NHFC reserves the right to disqualify a bid if the bidder fails to provide reasonable request (s) for documentation/information which the NHFC deems necessary for the purpose of evaluation within reasonable timelines this includes the set deadline per request,
- Bid rigging/collusive behaviour by the bidder will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.
- The NHFC deems the Bidder has read and accepted the General Conditions of Contract.
- Bidders must submit the bid in a hard copy format 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 THE REQUIREMENTS OF THE NHFC SOC LTD.					
BID NUMBER:	BM01/11/2026	CLOSING DATE:	12 January 2027	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR PROPOSAL FOR THE PROVISION OF EMPLOYEE WELLNESS SERVICES FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
90 Grayston Drive, 5th Floor, Sandton					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Khensani Zungu	CONTACT PERSON	
TELEPHONE NUMBER	060 994 2863	TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	tenders01@nhfc.co.za	E-MAIL ADDRESS	tenders01@nhfc.co.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ 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 PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED DATE AND 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

1. DEFINITIONS

(a) The word “Bidder” in these conditions shall mean and include any firm of Contractors, Suppliers, Service Providers or any company or body incorporated or unincorporated.

(b) The word “Employer” in these conditions shall mean the NHFC.

2. PRICING SCHEDULE

SBD 3.3: Pricing Schedule is mandatory and must be duly completed, signed and submitted as part of the bid response. Failure to submit SBD 3.3 will result in the bid being disqualified.

Bidders must submit their pricing in the format prescribed by the NHFC and must not deviate from, alter or substitute the prescribed pricing structure. Where a bidder wishes to provide a more detailed breakdown, explanation or supporting calculation of its pricing, such information may be submitted as a supplementary pricing schedule, provided that:

- the pricing is still submitted in the format prescribed by the NHFC in SBD 3.3;
- the supplementary schedule clearly corresponds with and supports the pricing reflected in SBD 3.3;
- the supplementary schedule does not replace, amend or contradict the prescribed pricing schedule; and
- there are no inconsistencies between the pricing reflected in SBD 3.3 and the supplementary pricing information.

Where discrepancies or inconsistencies exist between the prescribed SBD 3.3 Pricing Schedule and any supplementary pricing information submitted by the bidder, the pricing submitted in the NHFC-prescribed SBD 3.3 format shall prevail

3. ADMINISTRATIVE COMPLIANCE REQUIREMENTS

a) Submission of the following Signed and Completed Standard Bid Documents (SBD) Forms
   - SBD 1: Bidders' Information
   - SBD 4: Bidders Disclosure
   - SBD 6.1: Preference Points Claim Form in terms of preferential procurement
   - SBD 7.2: Contract of 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)

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

- The bid is accepted for evaluation on condition that the bidder submits, within seven (7) working days for the date of correspondence, all outstanding supplementary information required to achieve full compliance with the Administrative Compliance Requirements. The submitted information must be clear, concise, and directly address the specified criteria. Failure to submit the required information within the stipulated timeframe will result in the bid not being evaluated further.

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

4. BID DOCUMENT

(a) The bid document must be completed in all respects in non-erasable ink.

(b) Bids must be submitted on original bid documents.

(c) Bid documents must remain intact and no portion may be detached.

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

All Bids must remain valid for a period of **120** days from the closing date as stipulated in the Bid document.

6. VALUE ADDED TAX

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

7. AUTHORITY TO SIGN BID DOCUMENTS

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

8. SUBMITTING OF BIDS

Bids must be submitted in sealed envelopes clearly marked ***"PROVISION OF EMPLOYEE WELLNESS SERVICES"*** 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
5TH Floor Reception
Sandton
Johannesburg

9. CLOSING DATE AND TIME

The bid should be submitted to the above address no later than **12 January 2027 at 11:00am**.

No late bids will be accepted or considered.

10. BID ENQUIRIES

Please refer all enquiries to the persons mentioned below for assistance during normal office hours viz. 08:30 – 16:30 Mondays to Fridays.

Bidding Procedure Enquires
Name: Khensani Zungu
Work number: 060 994 2863
Email address: Tenders01@nhfc.co.za

11. JOINT VENTURE REQUIREMENTS

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

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

a) a properly signed copy of the joint venture/consortium agreement must be attached.
b) each member of the joint venture/consortium must provide a Tax Clearance Certificate.
c) after the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide a combined joint venture/consortium Tax Clearance Certificate.

d) after the award of a contract to a joint venture/consortium, the successful joint venture group or consortium must provide the details of the joint venture / consortium banking details.

e) a trust, consortium or joint venture will qualify for preference points as a legal entity, provided that the entity submits the required proof for claiming preference points.

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

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

(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. BACKGROUND

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

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

2. PURPOSE

The National Housing Finance Corporation (NHFC) intends to appoint a suitably qualified and experienced independent service provider to design, implement, and manage a comprehensive, integrated Employee Wellness Programme (EWP) and Employee Assistance Programme (EAP).

The purpose of this initiative is to institutionalise a proactive, preventative, and responsive wellness framework that promotes the holistic well-being of employees and leadership, while enhancing organisational performance, resilience, and sustainability.

The programme must address the multi-dimensional nature of wellness, including physical, psychological, emotional, social, financial, and occupational health, and must be aligned with NHFC's strategic objectives, organisational culture, and legislative obligations. The appointed service provider will be required to move beyond a transactional EAP model and deliver a strategically embedded wellness solution, informed by data, best practice, and continuous improvement principles.

3. SCOPE OF WORK

The bidder will be required to support the NHFC in promoting a healthier and more productive workforce by enhancing work-life balance, minimising occupational health risks, and ensuring full compliance with all applicable legislative requirements.

In doing so, the solution must cater for the NHFC's current headcount of 203 employees, including executives, with provision to scale up to approximately 220 employees. It must include a call centre and must be available 24 hours a day, 365 days a year, ensuring continuous access to support. It should further be inclusive, accessible, and responsive to diverse employee needs, geographic dispersion, and hybrid working arrangements.

The wellness services must be accessible to both employees and their dependants, ensuring comprehensive and reliable support at all times.
Employee Headcount:

Region	Headcount per Region
Eastern Cape	3
Gauteng	192
KwaZulu-Natal	1
Western Cape	7

NHFC STAFF BREAKDOWN AS FOLLOWS

Level	Headcount
Executive Managers	12
Employees	191

***Note:** *This is the headcount number as of 1st of November 2026. This headcount number may vary from month to month due to, e.g., attrition, recruitments or new placements/appointments*

3.1. Strategy Development and Implementation

The bidder will be required to establish a robust and sustainable wellness architecture for NHFC, positioning employee wellness as a strategic enabler of organisational performance, productivity, and employee engagement, rather than a peripheral intervention. This will require a structured, evidence-based approach that is aligned to NHFC's mandate, operating environment, and workforce profile.

At the outset, the bidder must conduct a comprehensive diagnostic assessment to inform the strategy. This assessment must include, at a minimum, a gap analysis of current wellness initiatives and policies, a detailed needs assessment across employee segments, and a risk profiling exercise to identify key psychosocial, organisational, and operational risks impacting employee wellbeing. The diagnostic phase should draw on both qualitative and quantitative data sources, including employee surveys, focus groups, utilisation data (where available), and stakeholder consultations, to ensure a holistic understanding of systemic wellness challenges, utilisation gaps, and priority intervention areas.

During the initial appointment phase, the bidder will be required to develop and present a detailed 90-day implementation plan. This plan must clearly outline priority activities, sequencing of interventions, governance structures, key milestones, deliverables, and measurable outcomes. It should also demonstrate

how quick wins will be achieved alongside the establishment of foundational systems and processes to ensure a structured, phased, and impactful rollout of the programme.

Based on the diagnostic insights, the bidder must develop a comprehensive, multi-year Employee Wellness Strategy tailored to NHFC. The strategy should clearly define strategic pillars such as mental health and psychosocial support, physical wellbeing, financial wellness and resilience, and organisational health and culture. Each pillar must be supported by clearly articulated objectives, key performance indicators, and targeted outcomes that are aligned to both employee wellbeing and organisational performance goals.

The strategy must be translated into a detailed and practical implementation roadmap. This roadmap should outline short-, medium-, and long-term initiatives, delivery methodologies (including on-site, virtual, and hybrid models), resource and capacity requirements, and clear stakeholder roles and responsibilities. It must also define governance and reporting structures, ensuring accountability and alignment between the service provider, NHFC management, and internal stakeholders.

In addition, the bidder will be required to undertake a benchmarking analysis against leading local and international wellness practices, ensuring that the proposed solution is both contextually relevant and aligned with global best practice. Insights from this benchmarking exercise must be integrated into the strategy to drive innovation and continuous improvement.

A comprehensive monitoring and evaluation framework must be developed and implemented, enabling ongoing tracking of programme performance, utilisation trends, employee outcomes, and emerging risks. This framework should include clear metrics, reporting cycles, dashboards, and feedback mechanisms to support data-driven decision-making and continuous optimisation of the programme.

Furthermore, the bidder must design and implement a structured communication and behaviour change strategy aimed at increasing awareness, reducing stigma (particularly around mental health), and driving sustained employee engagement and utilisation of services. This should include targeted campaigns, leadership engagement, and tailored messaging for different employee groups.

The bidder must also recommend, implement, and maintain appropriate digital tools, platforms, and strategic partnerships to enhance accessibility, user experience, and operational efficiency. This may include integrated wellness platforms, mobile access, data analytics capabilities, and partnerships with specialised service providers where required.

Finally, the strategic and implementation components must not be static. The bidder will be expected to continuously refine and evolve the strategy based on data insights, utilisation patterns, employee feedback, and changing organisational needs, ensuring that the Employee Wellness Programme remains relevant, responsive, and impactful over time.

The solution must cater for the NHFC’s current headcount of 203 employees, including executives, with provision to scale up to approximately 220 employees. It must include a call centre available 24 hours a day, 365 days a year, ensuring continuous access to support. It should further be inclusive, accessible, and responsive to diverse employee needs, geographic dispersion, and hybrid working arrangements.

3.2. Executive Wellness Programme

The service provider must design and deliver a bespoke Executive Wellness Programme tailored to the unique pressures, responsibilities, and risk exposures associated with senior leadership roles. This programme must be highly personalised, confidential, and preventative in nature, with a strong emphasis on sustaining executive performance and resilience. Key components must include:

- A comprehensive executive health risk assessment, incorporating medical screening, lifestyle analysis, and psychosocial evaluation, aimed at identifying both immediate and long-term health risks. The development of individualised wellness plans, integrating:
    - Physical fitness programmes supported by qualified biokineticists
    - Ergonomic assessments to mitigate occupational strain
    - Nutrition and dietary planning tailored to executive lifestyles
    - Stress and burnout risk management strategies

Executives must have access to premium wellness facilities that ensure privacy, comfort, and convenience, including medical assessment rooms, wellness consultation spaces, and business-enabled environments. Ongoing engagement must be maintained through continuous coaching, monitoring, and reassessment, ensuring sustained impact over time.

3.3. Employee Wellness Programme (EWP)

The service provider must design, implement, and manage a holistic, inclusive, and preventative Employee Wellness Programme (EWP) that promotes the overall well-being of employees and contributes to improved organisational performance. The EWP must extend beyond employees to include employees' immediate family members (including spouses/partners and dependents), recognising the impact of family wellbeing on employee productivity, mental health, and overall functioning. These services must cater for the NHFC's current headcount of 203 employees, including executives, with provision to scale up to approximately 220 employees, and must be available 24 hours a day, 365 days a year, ensuring continuous access to support. The services must further be inclusive, accessible, and responsive to diverse employee needs, geographic dispersion, and hybrid working arrangements.

3.3.1. Programme Design, Planning and Governance

The bidder must:

- Develop and implement a comprehensive EWP aligned to organisational needs and strategic wellness objectives
- Develop an annual wellness calendar in collaboration with NHFC, incorporating:
    - National Health Calendar priorities
    - Identified employee wellness risks
    - Employee and organisational needs
- Prepare detailed implementation plans for all initiatives, including timelines, outputs, participation targets, and delivery methods

- Participate in monthly wellness committee meetings to report on progress, provide insights, and recommend improvements

3.3.2. Core Wellness Services and Accessibility

The EWP must provide a broad range of preventative, promotive, and support services, accessible to:

- Employees
- Immediate family members, particularly for counselling and wellness support services

Services must include, but are not limited to:

- Psychosocial support (mental health, stress, relationships, bereavement)
- Financial wellness support (debt management, financial planning)
- Legal advisory services (excluding litigation)
- Health promotion and lifestyle management (nutrition, fitness, disease prevention)

The bidder must ensure that:

- Services are accessible through multiple channels (on-site, virtual, telephonic)
- Clear processes are in place for family member access, while maintaining confidentiality and ethical standards

The service provider must further ensure the effective management of managerial referral processes, which are critical in supporting employees whose performance or behaviour may be impacted by underlying psychosocial challenges. This must include:

- End-to-end management of managerial referrals, including:
    - Logging of referred cases and allocation of unique reference numbers
    - Tracking and monitoring of case progress
    - Provision of intermediate feedback to the referring manager (within confidentiality limits)
    - Submission of a formal case closure report, outlining outcomes and recommendations
- Providing practical guidance and advisory support to managers on how to identify and appropriately respond to employees who present with:
    - Behavioural changes
    - Performance concerns
    - Signs of stress, burnout, or other psychosocial challenges

This support must empower managers to act early, appropriately, and within ethical and organisational boundaries. The service provider must ensure that all Employee Wellness Programme (EWP) services, including counselling, awareness initiatives, communication materials, and digital platforms, are accessible in all eleven (11) official South African languages, where reasonably practicable. This requirement is critical to ensure:

- Inclusivity and equitable access to services

- Effective communication across a diverse workforce
- Improved utilisation of wellness services by all employees and their immediate family members

3.3.3. Targeted and Data-Driven Wellness Interventions

The service provider must implement structured, data-driven wellness programmes that address identified risks and organisational priorities. These must include, but are not limited to:

- Mental Health Programme, including awareness and manager support
- Financial Wellness Programme, providing practical tools and interventions
- Burnout Prevention and Work-Life Balance Programme
- Ongoing health education and awareness initiatives.

All interventions must be:

- Responsive to utilisation data and trends
- Measurable and outcome-driven
- Continuously reviewed and improved

3.3.4. Wellness Events and Annual Wellness Days

The bidder must plan, coordinate, and implement Wellness Days for all NHFC employees at least once per annum. These Wellness Days must:

- Be accessible to all employees across all regions, including remote workers, who must be accommodated by assigning them to the nearest location and required to upload their results.
- Include a mix of on-site and/or virtual delivery models
- Provide access to:
    - Health screenings and assessments
    - Wellness professionals (e.g., dieticians, fitness experts, counsellors)
    - Preventative healthcare services (e.g., vaccinations)
    - Interactive and engaging wellness activities

In addition, the bidder must support ongoing wellness activations throughout the year, aligned with the wellness calendar and identified needs.

3.3.5. Awareness, Communication and Campaigns

The service provider must design and implement a comprehensive awareness and communication strategy to promote the EWP and drive utilisation among employees and their immediate family members. This must include:

- Awareness Campaigns
    - Ongoing campaigns aligned with the National Health Calendar
    - Targeted campaigns addressing key wellness issues (e.g., mental health, financial wellbeing, lifestyle diseases)

- Communication Channels and Materials. The bidder must utilise a variety of communication methods and materials, including:
    - Posters and brochures

- Educational and awareness videos
- Digital newsletters and articles
- SMS notifications and alerts
- System pop-ups and digital banners
- Email campaigns
- Printed desk drops for employees with limited digital access

- All communication must:
  - Be clear, engaging, and accessible
  - Encourage utilisation and reduce stigma
  - Be available in appropriate languages where necessary

- Inclusion of Immediate Family Members. Awareness initiatives must ensure that employees are:
  - Informed that wellness services extend to their immediate family members
  - Encouraged to utilise these services where needed

3.3.6. Access to Wellness Services and Facilities

The bidder must ensure that employees have access to a range of wellness services and supporting facilities, which may include:

- Physical, in-person wellness services delivered on-site.
- Virtual wellness platforms
- Access to affiliated health and wellness practitioners
- Partnerships with wellness centres, healthcare providers, and fitness facilities

The bidder must clearly outline:

- The facilities and service points available.
- How employees will access these services
- Any value-added services or partnerships offered.

3.3.7. Services of an Occupational Therapist or Ergonomist

- This service must include, but is not limited to, detailed ergonomic and functional assessment of employees.
- Tailored interventions to address identified risks or challenges, and on-going case management to monitor progress and outcomes

3.4. Reporting

Reports must be comprehensive, analytical, and solution-oriented, and must include, but not be limited to, the following:

- Utilisation Metrics
  - Overall utilisation rates of EWP and related services
  - Breakdown by service type (e.g., counselling, financial support, wellness initiatives)
  - Uptake by employees and, where applicable, immediate family members
- Presenting Issues and Case Analysis
  - Categories of problems presented (e.g., mental health, financial distress, family-related issues, workplace challenges)

    - Frequency and distribution of cases
    - Identification of emerging or recurring issues
- Trends and Risk Identification
    - Analysis of behavioural, psychosocial, and organisational trends
    - Identification of high-risk areas or patterns impacting employee wellbeing and performance
- Managerial Referrals
    - Number and nature of formal and informal referrals
    - Outcomes and resolution trends (within confidentiality limits)
    - Insights into workplace-related concerns affecting performance
- Programme Effectiveness and Participation
    - Participation levels in wellness campaigns, training sessions, and wellness days
    - Effectiveness of awareness initiatives and communication channels
- Employee Satisfaction and Feedback
    - Results of satisfaction surveys and feedback mechanisms
    - Insights into employee experience and service quality

Each report must include a detailed interpretation of findings, supported by data, and provide:

- Actionable recommendations to address identified risks and gaps
- Proposed targeted wellness interventions and campaigns
- Suggestions for improving utilisation, engagement, and programme effectiveness

The service provider must:

- Present findings to NHFC Management on a quarterly basis
- Provide insightful commentary and expert guidance during these engagements
- Respond to queries and refine recommendations based on stakeholder input
- Support and, where required, drive the implementation of agreed recommendations and interventions arising from the reports, ensuring that insights are translated into measurable improvements in employee wellbeing and programme outcomes

3.5. National Footprint

The service provider must operate a dedicated call centre that is available 24 hours a day, 365 days a year, to provide employees and their immediate family members with continuous access to confidential support, assessment, counselling, advice, crisis intervention and referral services. The call centre must be supported by, and provide access to, a suitably qualified and professionally registered network of affiliates, including clinical or counselling psychologists, registered counsellors, social workers, nurses, legal practitioners and financial advisers.

The bidder must have footprint of affiliates listed below within the following provinces: Gauteng, Eastern Cape, Free State, Kwa-Zulu Natal, Limpopo, Mpumalanga, Northern Cape, North-West and Western Cape. The affiliates must be registered with relevant bodies:

- Clinical/ Counselling Psychologist
- Registered Counsellors
- Social Workers
- Nurses
- Legal Practitioners
- Financial Advisers

The service should be available in the eleven (11) official languages, and the national footprint of the bidders needs to be sound to accommodate NHFC employees at remote sites across the country.

4. CONTRACT DURATION

The duration of this contract is a period of three Years, from the date of appointment.

5. HYBRID WORKING OPERATIONS PROVISIONS

Kindly note that NHFC's operations are on a hybrid model (onsite working and remote working), therefore, service providers should make provision of virtual meetings and in-person engagements.

6. EVALUATION CRITERIA

Evaluation of bids received will be conducted in four (4) phases as follows:
Phase 1: Administrative Compliance Requirements - Bidders will be evaluated according to section 3 of this document, and Bidders that fail to meet the administrative requirements of the bid will not be evaluated further.

Phase 2: Mandatory Requirement - Failure to submit the proof will result in disqualification:

- The Employee Wellness service provider must submit a valid certificate of membership with the Employee Assistance Professionals Association of South Africa (EAPA SA). The NHFC reserves the right to verify the membership status. The membership must be in the company's name and not an individual.
- The Employee Wellness service provider must submit one (1) reference letter in implementation of an executive wellness programme. *The NHFC will contact the references as part of the due diligence process. 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 and therefore scored zero.* The reference letters MUST meet all of the following requirements:
    - Be on official client letterhead
    - Be dated and signed by a duly authorised representative
    - Include contact details of the referee
    - Reference letters must not be older than five (5) years (calculated from 1 November 2021)

Phase 3: Functionality Evaluation – Functionality comprises the written response and presentation. Bidders will first be evaluated on the written response out of 80 points and must score a minimum of 55 points out of 80 to qualify for the presentation. The presentation forms part of Phase 3 and is evaluated out of 20 points. Bidders must achieve a combined minimum score of 70 points out of 100 for the written response and presentation to proceed to the Price and Preference Points evaluation.

Phase 4: **Evaluation based on the Price and Preference Points -** Bidder will be subjected to the Preferential Procurement Framework Act.

Table 6.1: List of Affiliates

Bidders must provide evidence that they have suitably qualified and registered professionals, including Social Workers, Nurses, Psychologists, Lawyers, and Financial Advisors, registered with the relevant professional bodies, with the required minimum years of experience. Supporting documentation must include CVs, copies of qualifications, and proof of professional registration. Bidders are required to allocate one (1) affiliate per specialty for each of the nine (9) provinces, namely Gauteng, Eastern Cape, Free State, KwaZulu-Natal, Limpopo, Mpumalanga, Northern Cape, North-West, and Western Cape:

- Due to the higher population and anticipated service demand, bidders are required to propose **dedicated affiliate(s) for each speciality within Gauteng**, which must not be shared with other provinces.
- It remains the bidder's prerogative and responsibility to ensure that all provincial allocations are fully accounted for, that affiliates assigned across provinces can meet service requirements, and that sufficient capacity exists to effectively deliver the scope of work across all provinces.

No.	Name of Professional	Area of Specialisation	Qualification(s)	Registered Body	Registration/ Practice No.	Membership Status (Active/Dormant)	Min. of 3 years' Experience Required	Years of Experience	CV Attached (Y/N)
Gauteng ***Due to the higher population and anticipated service demand, bidders are required to propose dedicated affiliate(s) for each specialty within Gauteng, which must not be shared with other provinces.***									
1.		Social Worker							
2.		Nurse							
3.		Psychologist							
4.		Lawyers							
5.		Financial Advisor							
Eastern Cape, Free State, KwaZulu-Natal, Limpopo, Mpumalanga, Northern Cape, North-West, and Western Cape									
1.		Social Worker							
2.		Nurse							
3.		Psychologist							
4.		Lawyers							
5.		Financial Advisor							

<table>
<tr><th>Requirements for service providers</th><th>Weighting points</th></tr>
<tr><td>Section 1: Company Experience</td><td>15 points</td></tr>
<tr><td>The bidder must submit three (3) reference letters from previous clients and current clients confirming the successful delivery of the Employee Wellness Services. The reference letters MUST meet all of the following requirements:

• Be on official client letterhead
• Be dated and signed by a duly authorised representative
• Include contact details of the referee
• Reference letters must not be older than five (5) years (calculated from 1 November 2021)

<table>
<tr><th colspan="2">Three (3) reference letters must relate to the implementation of a wellness programme</th></tr>
<tr><td>Three (3) reference letters in implementation of a wellness programme</td><td>15 points</td></tr>
<tr><td>Two (2) reference letters in implementation of a wellness programme</td><td>10 points</td></tr>
<tr><td>One (1) reference letter in implementation of a wellness programme</td><td>5 points</td></tr>
<tr><td>No reference letters</td><td>0 points</td></tr>
</table>

NB: The NHFC will contact the references as part of the due diligence process. 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 and therefore scored zero.</td><td></td></tr>
<tr><td>Section 2: Affiliates (Key Personnel)

Bidders are required to complete the Affiliate Information Table for each province and submit all supporting documentation as prescribed. All documentation must be submitted per affiliate, in accordance with the Affiliate Information Table under Section 6.1 of the bid document. For all personnel involved in the project, bidders must submit:

• Detailed CVs - Relevant experience, including a proven track record in employee wellness programmes rendered
• Copies of qualifications
• Valid Proof of professional registration</td><td>30 points</td></tr>
<tr><td>Professional Categories and Requirements
a. Social Workers
○ Bachelor’s Degree in Social Work
○ Registered with the South African Council for Social Service Professions (SACSSP)
○ Minimum of three (3) years’ relevant experience in the field
2. Psychologists
○ Degree in Psychology
○ Registered with the Health Professions Council of South Africa (HPCSA) (e.g. Clinical, Counselling, Educational, Industrial or Research Psychologist)
○ Minimum of three (3) years’ experience</td><td></td></tr>
</table>

3. **Lawyers**
    - LLB Degree or equivalent qualification
    - Admitted as an Attorney or Advocate
    - Minimum of three (3) years' experience in litigation and/or legal advisory services
    - Valid Legal Practice Council (LPC) certificate of good standing

4. **Nurses**
    - Basic R425 qualification or equivalent
    - Registered with the South African Nursing Council (SANC)
    - Minimum of three (3) years' experience as a professional nurse
5. **Financial Advisors**
    - National Diploma or Bachelor's Degree in Accounting, Financial Management or Cost Management Accounting
    - Registered with the Financial Sector Conduct Authority (FSCA)
    - Minimum of three (3) years' experience as a Financial Advisor

NB:

- CVs must include clear start and end dates, roles performed, and the scope of work undertaken
- The information provided must adequately substantiate the number of years of experience claimed

Completed Affiliates Information Table covering all nine (9) provinces, with qualified affiliate per speciality (Social Worker, Psychologist, Lawyer, Nurse, Financial Advisor) per province.	
Fully compliant in 8 Provinces and all specialities covered (Eastern Cape, Free State, KwaZulu-Natal, Limpopo, Mpumalanga, Northern Cape, North West, and Western Cape)	2
Gauteng is fully compliant, and all specialities are covered	2
Partially compliant or no submission	0
Copies of qualifications, proof of professional registration	
Copies of the relevant qualifications for all proposed affiliates, as referenced under section 6.1, are attached.	5
Valid proof of professional registration with the relevant regulatory board for all proposed affiliates, as referenced under section 6.1, is attached.	5
Incomplete submission or no proof provided	0
Updated CVs for all proposed affiliates must reflect a minimum of three (3) years' relevant experience in their respective fields. CVs must include clear start and end dates, roles performed, and the scope of work undertaken	
Fully compliant, all affiliates covered. The CVs are detailed and demonstrate a minimum of three (3) years' experience for each proposed affiliate, as referenced under section 6.1.	16
Partially compliant or no submission	0

Section 3: Accounts Manager		8 points
Account Manager / Project Manager The bidder must propose a dedicated Project Manager / Account Manager as the single point of contact between the service provider and NHFC. This person will coordinate and oversee affiliates across all nine provinces, manage provincial reporting, and facilitate stakeholder communication to ensure consistent, effective service delivery. The proposed manager must have experience implementing wellness programmes, including executive wellness. Bidders must submit a detailed CV confirming the years of relevant experience, with clear start and end dates, roles performed, and scope of work undertaken. Bidders are required to submit certified copies of qualifications at NQF Level 7 or higher in the fields below: • Project Management • Business Management / Business Administration • Human Resource Management / Human Resources • Industrial / Organisational Psychology • Psychology • Social Work • Occupational Health / Occupational Health and Safety • Public Health / Health Sciences • Wellness Management / Employee Wellness • Counselling / Behavioural Sciences • Programme Management • Public Management / Public Administration	8 Points	

Qualification	
Submission of a copy of an NQF Level 7 or higher	2 points
Non-submission	0 points
Relevant Experience	
6 and above years' relevant experience (as evidenced in the CV)	6 Points
2 – 5 years' relevant experience (as evidenced in the CV)	4 Point
Less than 2 years or no relevant experience demonstrated in the CV	0 Points

Section 4: Methodology and Approach					27 points
Criteria	**Weight**	**Comprehensive**	**Good**	**Basic**	**Poor / Non-Compliant**
1. Strategy Development & Implementation	7 Points	Fully detailed diagnostic approach,	Covers most elements but lacks detail in areas	High-level or generic response.	Does not address requirements or

(Refer to Section 3.1 Above)		strategy, implementation roadmap, M&E, benchmarking, and digital tools. Clear, practical, and aligned.	such as implementation plan, tools, or integration.	Missing key elements like roadmap, M&E, or stakeholder approach.	lacks a clear methodology.
		7 Points	5 Points	2 Points	0 Points
2. Executive Wellness Programme (Refer to Section 3.2 above)	5 Points	Comprehensive, tailored programme with assessments, personalised plans, coaching, facilities, and ongoing monitoring.	Covers key components but lacks depth in personalisation, coaching, or monitoring.	Generic or limited approach. Missing key elements such as coaching or risk assessments.	No clear programme or not aligned to scope.
		5 Points	3 Points	1 Points	0 Points
3. Employee Wellness Programme (EWP) (Refer to Section 3.3 Above)	7 Points	Fully integrated programme covering governance, services, accessibility, referrals, campaigns, and wellness days. Practical and detailed.	Covers most areas but lacks depth in implementation, accessibility, or integration.	Partial response. Generic programme with missing components (e.g., referrals, family inclusion, campaigns).	Does not address EWP requirements.
		7 Points	5 Points	3 Points	0 Points
4. Reporting & Continuous Improvement (Refer to Section 3.4 above)	4 Points	Detailed reporting framework with analytics, trends, insights, and actionable recommendations.	Adequate reporting approach but limited depth in analytics or insights.	Basic reporting with minimal detail or no clear structure.	No reporting methodology provided.
		4 Points	3 Points	2 Points	0 Points
5. National Footprint & Delivery Model (Refer to Section 3.5 above)	4 Points	Strong national coverage, clear delivery model, accessibility, and multilingual capability, and dedicated 24/7/365 call centre	Adequate coverage with minor gaps in accessibility or clarity.	Limited or unclear delivery model and footprint.	No clear national footprint.
		4 Points	3 Points	2 Points	0 Points
Total for written response					**80 Points**
Threshold written response					**55 Points**

Presentation Assessment Criteria	Weight	Comprehensive	Good	Basic	Poor / Non-Compliant

Understanding of the Terms of Reference and Proposed Methodology	3 Points	Demonstrates a clear understanding of the requirements and convincingly explains how the proposed methodology responds to the organisation's needs, including confidentiality, POPIA considerations and the intended wellness outcomes.	Demonstrates a good understanding of the requirements and proposed methodology, with minor gaps in explanation or alignment.	Demonstrates a basic or generic understanding, with limited ability to explain how the proposed methodology will address the requirements.	Fails to demonstrate an adequate understanding of the requirements or cannot meaningfully explain the proposed methodology.
		3 Points	2 Points	1 Point	0 Points
Strategy Development and Implementation Approach	4 Points	Clearly demonstrates how the proposed diagnostic process, strategy development, implementation roadmap, stakeholder engagement, benchmarking and monitoring approach will work in practice. The approach is logical, practical and integrated.	Demonstrates a sound and workable approach covering most of the required elements, with minor gaps in detail or integration.	Provides a high-level or generic explanation, with limited practical detail regarding how the strategy will be developed and implemented.	**0:** Does not demonstrate a clear or workable strategy development and implementation approach.
		4 points	3 Points	2 Points	0 Points
Proposed EWP and Executive Wellness Solution	5 Points	Clearly demonstrates an integrated and practical solution for both employee and executive wellness, including accessibility, service delivery channels, assessments, referrals, coaching/support, inclusivity and ongoing monitoring. Clearly explains how the different components will operate together.	Demonstrates a credible and generally integrated solution, but with some gaps in detail, integration, accessibility or delivery arrangements.	Demonstrates a basic or generic solution with limited detail and weak integration between the EWP and executive wellness components.	Does not demonstrate a clear, relevant or workable wellness solution.
		5 Points	3 Points	1 Points	0 Points
Implementation and Mobilisation Plan: First 90 Days	4 Points	Presents a clear, practical and well-sequenced 90-day mobilisation plan showing key activities, responsibilities, dependencies, stakeholder engagement, risks and	Presents a workable 90-day plan covering most key implementation activities, with minor gaps in sequencing, responsibilities,	Presents a high-level implementation plan with significant gaps in activities, sequencing, responsibilities,	No clear or credible 90-day implementation plan is demonstrated.

		mitigation measures, demonstrating readiness to commence the services.	dependencies or risk management.	dependencies or risk mitigation.	
		4 Points	3 Points	1 Point	0 Point
Reporting, Monitoring and Continuous Improvement	4 Points	Clearly demonstrates a comprehensive reporting and monitoring approach incorporating relevant dashboards, utilisation and trend analysis, insights, recommendations, data protection and mechanisms for continuous service improvement.	Demonstrates an adequate reporting and monitoring approach but with minor gaps in analytics, insights, dashboards, data protection or continuous improvement.	Demonstrates a basic reporting approach with limited detail, analysis or ability to demonstrate how reporting will support monitoring and improvement.	Does not demonstrate an adequate reporting and monitoring approach.
		4 Points	3 Points	1 Point	0 Point
Total for Presentation					**20 Points**
Threshold for presentation and written response					**70**
Total Points for written response and presentation					**100**

Stage 4 - Price and Preference Evaluation

Bidders who score a minimum of **70** points on the Phase 3 will be further evaluated in terms of Price and Preference points. As per the table below, price is evaluated over 80 points and preference points over 20:

1	**Price**		**80 points**
2	**Specific Goals**		**20 points**
#	**Specific Goal**	**Proof**	**Points Allocation**
1	South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum >50% ownership or more)	• Company Registration • Certification (CIPC) • Certified identification • documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**6**
2	Woman Ownership >50%	• Company Registration • Certification (CIPC) • Certified identification • documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**8**
3	Disabled Ownership >50%	• Company Registration • Certification (CIPC) • Certified identification • documentation of company director/s • CSD report/ CSD registration number (MAAA number) • Certified medical certificate from a registered medical practitioner	**1**
4	Military veteran Ownership >50%	• Company Registration • Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • A verifiable letter from an authorised body/entity certifying the military status of the claimant (bidder).	**0**
5	Youth Ownership >50%	• Company Registration • Certification (CIPC) • Certified identification • documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**5**

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER……	BID NO: BM01/11/2026
CLOSING TIME 11:00	CLOSING DATE: 12 January 2027 at 11:00

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

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

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

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

2. Bidders are required to indicate a Total Ceiling Price for both sections 1 and 2 below:
Bidders are required to provide pricing for sections 1 and 2 listed above and to fully complete the table

Description of service	Total Amount including VAT (If Applicable)
Executive and Employee Wellness	
Implementation of Strategy and Reporting	
Total bidding amount for 3 years	

1. **Executive and Employee Wellness**:

Item No.	Description of Services	Quantities	Unit Price	Total Cost (Excluding VAT) Year 1	Unit Price	Total Cost (Excluding VAT) Year 2	Unit Price	Total Cost (Excluding VAT) Year 3	Unit Price
1.	**Executive Wellness Programme** (Refer to Section 3.2)	**12 Executives**		**R**		**R**		**R**	
2.	**Employee Wellness Programme (EWP)** (Refer to Section 3.3)	**220 employees**		**R**		**R**		**R**	
3.	**Special Intervention**	**20 Sessions per Year**		**R**		**R**		**R**	
TOTAL AMOUNT BEFORE VAT				**R**		**R**		**R**	
TOTAL AMOUNT FOR VAT (IF APPLICABLE)				**R**		**R**		**R**	

2. Implementation of Strategy and Reporting

Item No.	Description of Services	Quantities	Unit Price	Total Cost (Excluding VAT)
1.	**Strategy Development & Implementation once- off** (Refer to Section 3.1)	1		**R**
2.	**Reporting** (Refer to Section 3.4)	15 Reports		**R**
TOTAL AMOUNT BEFORE VAT				**R**
TOTAL AMOUNT FOR VAT (IF APPLICABLE)				**R**
TOTAL AMOUNT INCLUSIVE OF VAT				**R**

Bidders are required to provide pricing for sections 1 and 2 listed above and to fully complete the table.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:

……

……

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……

……

3 DECLARATION

I, the undersigned, (name)…… in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 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.

b) Either 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.

1.3 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.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 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.

1.6 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

(a) **"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;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"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

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 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 preference point system.

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

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

The specific goals allocated points in terms of this tender	Supporting evidence for meeting preferential procurement targets (bidder to provider the below supporting evidence to claim allocated points for each specific goal)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum >50% ownership or more)	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**6**	
Woman Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)	**8**	
Disabled Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • Certified medical certificate from a registered medical practitioner	**1**	

Military veteran Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • A verifiable letter from an authorised body/entity certifying the military status of the claimant (bidder).	**0**	
Youth Ownership >50%	• Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number • (MAAA number)	**5**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number:……...

4.5. 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]

4.6. 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;

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

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

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S) …….

SURNAME AND NAME: …….

DATE: …….

ADDRESS: ……

……

……

……

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

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

Other (specify)

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

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

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

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

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2 ……

DATE:……

……

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I……. in my capacity as……...……..

accept your bid under reference 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	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 …..…….

DATE: ……..

RESOLUTION TO SIGN

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

An example is given below:

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

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

to sign all documents in connection with the Bid for Contract No. ..... and any Contract that may arise there from on behalf of (name of Bidder in block capitals) .....

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS :.....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1. .....

2. .....

1. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

1.5.3 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

NATIONAL HOUSING FINANCE CORPORATION SOC LTD.

CONSENT FORMS

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

FORM 1- CONSENT FOR CREDIT AND WORLD CHECKS

Consent for Credit and World Checks Form

I (Name)

Surname

ID

Company you are representing

With CIPC number

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

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

Signed	

Dated	D	D	M	M	2	0	2	6

FORM 2- POLITICAL PARTY FUNDING DECLARATION FORM

Political Party Funding Declaration Form

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

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

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

Yes	No

Name (in blocks): _____

Signature _____

FORM 3- PEP SELF CERTIFICATION FORM

Politically Exposed Person (PEP) Self-Certification Form

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

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

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

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

The following examples serve as aids in defining PEPs:

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

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

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

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

☐

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

☐

Name (in blocks): _____

Signature _____

FORM 4: PEP ULTIMATE BENEFICIARY OWNER FORM

Politically Exposed Person (PEP)
Ultimate Beneficiary Owner Form

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

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

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

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

Surname and First Name	Address	% of shares	Position (in the company, where appropriate)	Tick as appropriate
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No
				Yes No

A GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

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

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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

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

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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,

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

……	……
Signature	Date
……	……
Position	Name of bidder