



## **PART 1/2**

### **REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO PROVIDE SAP SUPPORT SERVICES FOR THE NHBR**

**RFP NO.:** NHBR 18/2016

**CLOSING DATE:** 23 SEPTEMBER 2016

**TIME:** 11:00

#### **COMPULSORY BRIEFING SESSION**

**DATE:** 02 SEPTEMBER 2016

**TIME:** 14:00 PM

**VENUE:** NHBR HEAD OFFICE: 5 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL HOME BUILDERS REGISTRATION COUNCIL

**BID NUMBER: NHBRC 18/2016**

**CLOSING DATE: 23 September 2016**

**CLOSING TIME: 11H00**

**DESCRIPTION: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO PROVIDE SAP SUPPORT SERVICES FOR THE NHBRC FOR A PERIOD OF 36 MONTHS.**

**VALITY PERIOD:** Offer to be valid for ninety (90) days from the closing date of the bid.

**TENDER DOCUMENTS MUST BE:**

**DEPOSITED IN THE TENDER BOX SITUATED AT:** NHBRC HEAD OFFICE, 5 LEEUWKOP ROAD SUNNINGHILL, SANDTON.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED**

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER            CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER    CODE ..... NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)            YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)            YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? AN ACCOUNTING OFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR A REGISTERED AUDITOR .....

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 or NO [IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE .....

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

TOTAL BID PRICE.....**For Thirty six (36) Months**  
**including all costs escalations and taxes where applicable**

**\*\*FAILURE TO INDICATE A TOTAL BID PRICE MAY RESULT IN YOUR PROPOSAL BEING DIS-QUALIFIED**

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**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Department: Supply Chain Management**

**Contact Person: Ricardo Francis**

**Tel: 011 317 0319**

**E-mail address: ricardof@nhbrc.org.za**

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**PRICING SCHEDULE**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

Name of bidder.....	Bid number.....
Closing Time:.....	Closing date:.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-		Required by: NHBRC	
-		At: HEAD OFFICE,GAUTENG	
-		Brand and model	N/A
-		Country of origin	.....
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)	.....
-		Period required for delivery	..... *Delivery: Firm/not firm
-		Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:

.....  
 .....  
 .....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
 .....  
 .....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....  
 .....  
 .....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....  
 .....  
 .....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....  
 .....  
 .....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....  
 .....  
 .....

**3 Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured

entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.  
**(Tick applicable box)**

YES		NO	
-----	--	----	--

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

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

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b>  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST  
ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

<sup>3</sup> 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.



10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**Part 2/2**

**REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO PROVIDE SAP SUPPORT SERVICES FOR THE NHBRC**

**RFP NO.:** NHBRC 18/2016

**CLOSING DATE:** 23 SEPTEMBER 2016

**TIME:** 11:00

**COMPULSORY BRIEFING SESSION**

**DATE:** 02 SEPTEMBER 2016

**TIME:** 14:00 PM

**VENUE:** NHBRC HEAD OFFICE: 5 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG

## 1. TERMS AND CONDITIONS

**This Request for Proposal (RFP) has been compiled by the National Home Builders Registration Council (NHBRC) and it is made available to the Bidders on the following basis.**

**Bidders submitting a Bid in response to this RFP are deemed to do so, on the basis that they acknowledge and accept the terms and conditions set out below:**

- 1.1 The NHBRC reserves the right to amend, modify or withdraw this RFP or amend, modify or terminate any of the procedures or requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any person.
- 1.2 The NHBRC reserves the right to carry out site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its RFP Bid.
- 1.3 This RFP is not intended to form the basis of a decision to enter into any transaction involving the NHBRC, and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.4 A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of 90 Days from the date of submission to the NHBRC. The offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder, unless and until a definitive Agreement and other related transaction documents are concluded between the NHBRC and the Preferred Bidder.
- 1.5 The distribution of this RFP outside the Republic of South Africa may be restricted or prohibited by the laws of other countries. Recipients of this RFP are advised to familiarize themselves with and comply with all such restrictions or prohibitions applicable in those jurisdictions, and neither the NHBRC, nor any of their respective directors, officers, employees, agents, representatives or advisors, accepts liability to any person for any damages arising out of or in connection with the breach of any restriction or provision outside the Republic of South Africa. Persons contemplating submitting a Bid are advised to obtain legal advice as to the possible consequences thereof in terms of the law of the jurisdictions in which they are located.
- 1.6 Recipients of this RFP document may only distribute it to other parties whom they wish to involve as part of their Bidder consortium in submitting a Bid.
- 1.7 Neither the NHBRC nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to the RFP.
- 1.8 No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. A failure to comply with this requirement may, within the sole discretion of the NHBRC, result in disqualification of the relevant entity.
- 1.9 Any material change in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall require the prior written approval of the NHBRC, and any failure to seek such approval from the NHBRC shall result in the NHBRC being entitled, in its sole discretion, to exclude the relevant Bidder from any further participation in the bid process. The NHBRC shall be the sole arbiter as to what constitutes a "material change in the control and/or composition of any

Bidder”, and as to what constitutes a “core member of a Bidder” for purposes of such approval. Any request for such approval shall be made to the NHBRC’s Supply Chain Management in writing and shall provide sufficient reasons and information to allow the NHBRC to make a decision. The NHBRC reserves the right to accept or reject any such request for approval at its sole discretion.

- 1.10 Compulsory Briefing Session: A compulsory briefing session will be held, the sharing of information and clarifications of issues related to this Bid, as given by the NHBRC during such session will form part of this Bid and responses.
- 1.11 Any requirement set out in this RFP that stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the NHBRC, and save as expressly stated to the contrary, may be waived by the NHBRC in its sole discretion at any stage in the RFP process.
- 1.12 The NHBRC and its advisors may rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.13 All Bids submitted to NHBRC will become the property of the NHBRC and will as such not be returned to the Bidder. The NHBRC will make all reasonable efforts to maintain proposals in confidence. Proprietary information should be identified as such in each proposal.
- 1.14 If the NHBRC amends this RFP, the amendment will be sent to each Bidder in writing or publicized as the case maybe. No oral amendments by any person will be considered or acknowledged.
- 1.15 The Bid submitted by the bidder shall be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, or irregularities of any kind. However, the NHBRC reserves the right to waive any irregularities and to make award in the best interest of the company.
- 1.16 The NHBRC reserves the right to accept or reject in part or whole any bid submitted, and to waive any technicalities for the best interest of the company.
- 1.17 RFP’s shall be rejected, among other reasons, where bids are received after the closing date and time as specified in the RFP.
- 1.18 Potential service provider(s) shall be disqualified and their bids not considered among other reasons, for any of the following specific reasons:
  - 1.18.1 If the SCM Mandatory Documents are not submitted and completed (as per checklist)
- 1.19 The NHBRC reserves the right to require that any bidder provide a formal presentation of its RFP at a date and time to be determined by the NHBRC. The NHBRC shall provide all instructions and clarification regarding the purpose and scope of the demonstration. All expenses must be borne by the bidder.
- 1.20 All costs associated with the preparation and submission of the Bid is the responsibility of the Service provider(s). The costs shall not be chargeable to the NHBRC by successful or unsuccessful Bidder.
- 1.21 This document is released for the sole purpose of responding to this RFP and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- 1.22 All Bids must be formulated and submitted in accordance with the requirements of this RFP.

## 2. BACKGROUND

### 2.1. ABOUT THE NHBRC

2.1.1 The mandate of the (NHBRC) is in accordance with the Housing Consumers Protection Measures Act 95 of 1998 as amended (“the Act”) providing warranty protection against defects in new homes. The Act states that the objects of the Council which are inter alia as follows:

- “to regulate the home building industry”;
- “to establish and promote ethical and technical standards in the home building industry”;
- and
- “to improve structural quality in the interests of housing consumers and the home building industry”.

The Council is furthermore empowered by the Act:

- “to engage in undertakings to promote improved structural quality of homes constructed in the Republic;
- ”to engage in undertakings to improve ethical and technical standards in the home building industry;
- “to keep a record of competent persons”; and
- “to generally do all things necessary or expedient to achieve its objects and the objectives of this Act.”

2.1.2 The NHBRC's primary mandate is to manage the risk of structural defects in the home building industry and in so doing, protect the consumer. A prime activity of the NHBRC is to manage its risk exposure in terms of the warranty scheme, in order to ensure that it is not unduly exposed to claims. The current risk management tools being used by the Council include the Registration of Home Builders, enrolment and inspection of homes, the Home Building Manual which incorporates design and construction rules, and the appointment of competent persons by the Home Builder to perform certain tasks.

2.1.3 The NHBRC is a statutory body with the responsibility to provide warranty cover (protection) and regulatory services to the home-building industry. This is done in terms of the Act . It is the NHBRC’s mandate to provide protection to housing consumers against defined defects and to regulate the home building industry. Our mandate determines our scope of business as well as the principles and area of business in which we operate. As a consequence, our business is focused on specific business models in defined geographical areas with specific business objectives for all South African Housing Consumers.

The NHBRC is a medium sized organization with a staff complement of six hundred and fifty (650) employees. The NHBRC’s head office is located in Sunninghill, Gauteng with nine (9) regional offices of varying size, and twelve (12) satellite offices.

## NHBRC Office locations

#	NHBRC OFFICE LOCATIONS	#	NHBRC OFFICE LOCATIONS
1	Head Office / Gauteng Central (Sunninghill)	12	Limpopo (Thulamela) - Satellite
2	KwaZulu Natal(Durban) – Regional	13	Eastern Cape (East London) - Satellite
3	Western Cape (Cape Town) – Regional	14	Western Cape (George) - Satellite
4	Eastern Cape (Port Elizabeth) – Regional	15	Northern Cape (Kimberly) - Regional
5	North West (Rustenburg) – Regional	16	North West (Klerksdorp) - Satellite
6	Limpopo (Pietersburg) – Regional	17	Limpopo (Tzaneen) - Satellite
7	Mpumalanga (Nelspruit) – Regional	18	Limpopo (Bela Bela) - Satellite
8	Gauteng (Pretoria) - Satellite	19	Mpumalanga (Witbank) - Satellite
9	Free State (Bloemfontein) – Regional	20	Free State (Bethlehem) - Satellite
10	KwaZulu Natal (Richards Bay) - Satellite	21	North West (Mafikeng) - Satellite
11	KwaZulu Natal (Newcastle) - Satellite	22	Eric Molobi Innovation Hub (Soshanguve)

### 3. PROJECT OVERVIEW

#### 3.1 Purpose

The main objective is appointing a suitable service provider who can provide both technical and functional support for the entire SAP Solution at the NHBRC for a period of thirty six (36) months.

#### 3.2 Business Objectives

The NHBRC has now been in operation for seventeen (17) Years and is on a significant growth path, as the organization grows; it is looking at streamlining its processes and enabling itself for a high rate of growth. SAP has been identified as an effective tool which will serve its needs related to systems and processes.

The NHBRC is significantly changing its approach to delivering on its mandate. NHBRC perceives its external stakeholders as business partners in order to jointly achieve success. The solution that will be deployed to support the business strategy will provide future flexibility and scalability to cater for business partners/external stakeholders online to enable the NHBRC to plan, monitor, inspect and deliver the following:

- Online Housing/Project Enrolment from the external stakeholders place of business and or a public information Centre
- Online Builder Registration from the external stakeholders place of business or a public information center
- Online access to status information from their place of business or a public information center.

The NHBRC will develop an online business partnership with external stakeholders through their place of business or a public information center to jointly improve the planning and quality of the delivered housing solutions.

### 3.3 Scope of Works

The goal of the SAP solution is to provide a fully integrated core business solution that meets the needs of the business. The solution is based on agreed and approved core business processes and procedures. The core support activities are to be performed at the NHBRC Head Office currently located at 5 Leeuwkop Road, Sunninghill, Johannesburg, and at any other location as identified by the client. It is also expected that support be provided remotely via a VPN link.

#### 3.3.1 Support model

- (a) **Bucket of Hours:** A minimum support bucket (retainer) of three hundred (300) hours per month covering all modules is sought. The retainer can be reviewed and revised on an annual basis.
- (b) **Unutilized Hours:** Unutilized hours will be rolled over to the next month.
- (c) **Flat Rate:** A flat rate per hour will be provided across all modules as per customer specified requirement. Travel to NHBRC cannot exceed twenty (20) Km round trip and must not exceed the AA mileage rate.
- (d) **Hours used in excess of available bucket:** The fees for any Additional Services or services over and above retainer will be subject to a separate quotation. The same rate as the retainer rate will be applied to such services as per customer requirement. Such Additional Services will be subjected to the customer approval.

#### 3.3.2 SAP modules implemented

The NHBRC has a license base of six hundred and fifty (650) active SAP users.

- (a) **Functional and Technical Support is required for (but not limited to) the following SAP modules:**

FI	CRM	BPC
CO	BW	MOBILITY
HCM	BOBJ	TREX
TRAVEL MANAGEMENT	OPENTEXT	SD
E-RECRUITMENT	PAYROLL	QM
MM	GRC	SCM
PS	SOLUTION MANAGER	WORKFLOW

Functional support will include but not limited to the following:

- End-user support
- End-user training
- SAP configuration
- System testing
- Documentation of all changes

- (b) **Technical Support required on the following:**

1. BASIS
2. ABAP
3. PORTAL
4. PI
5. MOBILITY

Technical support will include:

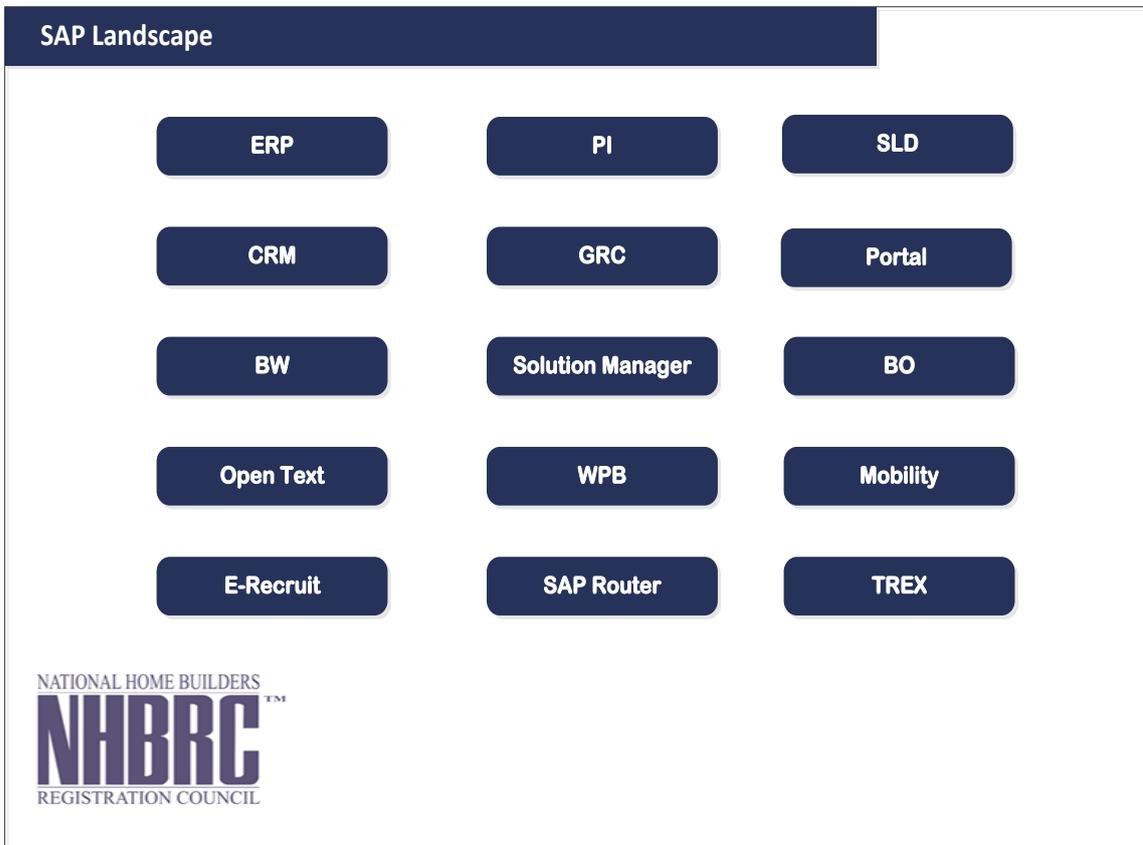
- System development
- System Health Checks & troubleshooting
- Installations
- Documentation
- Configuration
- Technical Maintenance (Patches, Kernels, Transports, Copying of the PRD environment back to QA and DEV etc.)
- Upgrades
- Backups & Recovery
- Monthly Reports
- Database Support / Upgrades on Sybase Database
- Any other activity needed for the SAP install base.

### 3.3.3 List of Interfaces to be supported

Process	Interface Name	Interface Description (high level data flow)	3rd Party	Source System	Destination System	Integration Technology (FTP / PI / RFC / SMTP)
Update property coordinates on GIS		Replication of coordinates on GIS	GIS systems	QM/Mobility	GIS	PI
Non-Subsidy Enrolment Service Request (ZNSE)	Non-Subsidy Enrolment Service Request (ZNSE)	Once the Non Subsidy Enrolment Service Request documentation is compiled, trigger a project creation in PPM	N/A	CRM	PPM	PI
Sales Order Information	Sales Order Information	Send CRM Service Request Data to create Sales Order in SD		SD	CRM	PI
Enrolment Inspections Requests	Enrolment Inspections Requests	Enrolment Inspections Requests		CRM	QM/CRM	PI
Change Enrolment fee before payment (For discussion with Craig)	Change Enrolment fee before payment (For discussion with Craig)	Change Enrolment fee before payment (For discussion with Craig)		CRM	PPM	PI
Enrolment QM Inspection Status Update	Enrolment QM Inspection Status Update	Enrolment QM Inspection Status Update		QM	CRM	PI
Release of PPM items after Certificate Issue	Release of PPM items after Certificate Issue	Release of PPM items after Certificate Issue for Inspections		CRM	PPM	PI
Enrolment Contract Date Update after Inspection	Enrolment Contract Date Update after Inspection	Enrolment Contract Date Update after Inspection		PPM	CRM	PI
Subsidy Enrolment-Service Request creation	Subsidy Enrolment-Service Request creation	Subsidy Enrolment - Create Service Request (to use Sales Order Information interface)		SD	CRM	PI
Sales Order creation	Sales Order creation	Sales Order creation		CRM	SD	PI
Builder Evaluation Update	Builder Evaluation Update	Builder Evaluation Update		LSO	CRM	PI
Payment Status Update	Payment Status Update	Update CRM Service Request once payment has been cleared in FI		FI	CRM	PI
Security Deposit Amount Update	Security Deposit Amount Update	Security Deposit Request Guarantee Amount Update for Late Enrolment and Sectional Title		FI	CRM	PI
Auto Invoicing from bank Statement File	Auto Invoicing from bank Statement File	Auto Invoicing from bank Statement File	Hyphen/FNB	Hyphen System	SD	PI

Payment Reference File	Payment Reference File	Payment Reference file to the bank	Hyphen/FN B	SD	Hyphen System	PI
EFT Payments Interface	EFT Payments Hyphen Interface	EFT Payment to be automated and bank reference numbers to be validated.	Hyphen/FN B	FI	Hyphen System	PI
EFT Refunds Interface	EFT Refunds Interface	EFT Refunds to be automated and bank reference numbers to be validated.	Hyphen/FN B	FI	Hyphen System	PI
EFT Salaries Interface	EFT Salaries Interface	EFT Salaries to be automated and bank reference numbers to be validated.	Hyphen/FN B	FI	Hyphen System	PI
Payment Return Files	Payment Return File Hyphen Interface	Return files from the bank informing the result of an EFT File.	Hyphen/FN B	Hyphen System	FI	PI
Bank Account Validation	Bank Account Validation Hyphen Interface	Bank Account Validation file for Vendors.	Hyphen/FN B	FI	Hyphen System	PI
Bank Account Validation Return File	Bank Account Validation Hyphen Interface Return Files	Return file for Bank Account Validation file for Vendors.	Hyphen/FN B	Hyphen System	FI	PI
Bank Statement	Electronic Bank Statement Interface.	Download and validation of bank statements from FNB	Hyphen/FN B	Hyphen System	FI	PI
Asset Barcoding	Asset Barcoding Interfacing	Asset Master Data exchange between SAP and Barcoding software	TBA	FI	Barcoding Software/ NH BRC SAP FI system	PI
Investment Journal	Investment Journal	Interface for the Mass Journal upload for Investments.	All Asset Management Firms	Asset Managers	NHBRC SAP FI system	PI
Travel Agent Statement Upload	Travel Agent Statement Upload	Travel Agent Statement upload for posting.	Travel Agent - TBA	Travel Agent	NHBRC SAP FI system	PI
Receive/Send Inspection data from/to CRM	QM-CRM Interface	Receive/Send Inspection data from/to CRM		CRM/QM	QM/CRM	PI

### 3.3.4 SAP Landscape



### 3.3.5 Overall Objective

The objective is to source a support partner to cover the above mentioned modules (Para 3.3.2) and to provide an effective call resolution and management processes in place which should include:

- The provision of service level policies and procedures to support effective delivery of support to the NHBRC.
- The support partner must be able to track calls, escalate important calls and communicate effectively with the NHBRC.
- The support partner must be able to demonstrate the ability of the internal skills compliment to effectively support the scope of work.
- The support partner must demonstrate a process driven environment which is audible and cover the risk to the partner and NHBRC effectively.
- The support partner must also demonstrate how calls are distinguished and cost is measured on every call to enable NHBRC to manage costs effectively.
- The support partner must support knowledge transfer and internal skills building to grow internal capability of NHBRC work force.
- As part of knowledge transfer, the support partner must compile documentation outlining steps taken to resolve any issue referred to them.

### 3.3.6 NHBRC Service Expectation

As part of the service expectation the following key elements will be required to be addressed:

#### **Service level agreement**

- Priority one (1) calls – resolution turnaround four (4) hours
- Priority two (2) calls – resolution turnaround sixteen (16) hours
- Priority three (3) calls – resolution turnaround twenty four (24) hours
- NHBRC working hours are from 8h30 to 16h30 daily where all priority one calls need to be completed within the same day incorporating calls logged up to two (2) hours before close of business.
- On-site support model for time spend on site for the critical functional areas named:
  - Basis (Onsite Support when needed) – K4 or K5 resource with Sybase experience
  - CRM (Onsite Support when needed)
  - Mobility (Onsite Support when needed)
  - OpenText (Onsite Support when needed)
  - PI (Onsite Support when needed)
  - HR (Onsite Support when needed)
  - Payroll (Onsite Support when needed)
  - Finance (Onsite Support when needed)
  - ECC (Onsite Support when needed)
- After hours and weekend support if needed

### 3.3.7 Skills Transfer

NHBRC requires the support partner to participate actively in skilling up NHBRC IT staff to provide basic SAP support in an effective manner. Over the period of thirty six (36) months knowledge transfer of critical SAP roles must take place by assisting in the skilling of internal staff to perform SAP support and configuration on a full time base. The critical roles will involve Basis, CRM, Mobility, Open Text, Finance, Payroll and PI. These critical roles can be broadened as required by the NHBRC and will be agreed with the support party. In addition to the Skills Transfer Requirement whereby NHBRC requires the support partner to actively participate in skilling NHBRC IT staff to provide basic SAP support in an effective manner.

- Training should be conducted in a structured way.
- Documentation and training manuals will be a pre-requisite.

#### 3.3.8 Expected Deliverables of the Support Partner

- Effective remote support
- Effective on-site support on request
- Effective management of the NHBRC account
- Sufficient reporting and tracking of calls with measurement of SLA
- Effective enablement of NHBRC staff to enhance internal knowledge and capability
- Well documented procedures of processes

#### 3.3.9 Roles and Responsibilities

The Support Partner will have to share a roles and responsibilities matrix clearly identifying the following:

- Roles and responsibilities of the support partner
- Key roles and responsibilities as expected from the NHBRC (and their involvement (full time, part time, etc.)
- Roles and responsibilities of various team members within the support partner

#### 3.4 **Project Schedule**

The duration of the project will be thirty six (36) months.

### **4. TECHNICAL DATA TO BE SUBMITTED BY BIDDER**

#### 4.1 **Required Information**

The NHBRC requires the services of interested and competent organisations or companies that are accredited and experienced in the field of SAP Support.

#### 4.2 **Mandatory Requisites of the Service Provider:**

- The bidder must attach a letter from SAP confirming that the bidder is an authorised SAP Support Partner.

#### 4.3 **Functionality documents to be submitted**

The following is what is required to be submitted by the bidders.

4.3.1 During the last five (5) financial years, the bidder must have completed SAP Support projects in a similar environment. The bidder must submit a summary of the projects in the format presented below:

Name of Project	Project Description	Project Period (Start date – End date)	Contract Value (incl. VAT)	Client Name	Client Contact Tel
	Total				

4.3.2 Provide project details of your projects in Section 4.3.1 that were successfully completed in the last five (5) years in the format below. For each of these projects, a successful completion certificate of the project must be provided by the client, on the client's letterheads, and signed off by an authorized delegated employee of the client.

<p>Name of project:</p> <p>Name of Client:</p> <p>Client Contact Details</p> <p>    Contact person:</p> <p>    Role in Project:</p> <p>    Contact Tel No:</p> <p>    Contact Cell:</p> <p>Project Start Date:</p> <p>Project Completion Date:</p> <p>Contract Amount (incl. VAT):</p> <p>Summary of Project (maximum 200 words).</p> <p><b><u>Note:</u> Please attach project completion certificate from the client indicating successful completion of the project as per the client's brief.</b></p>
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4.3.3 Capability of Bidder

Please provide a matrix of the Support Team as per details below:

A SAP resource certified at a level K3 or higher with a minimum of three (3) years' experience must be allocated for each Module that the bidder intends to support as listed in paragraph 3.3.2.

In addition to the above, kindly attach a one (1) page Curriculum Vitae for each employee listed above.

#### 4.4 Project Proposal

In addition to the above, the bidder must provide a detailed project proposal.

4.4.1 The proposal document must outline the intended/proposed approach to the Project,

4.4.2 The approach and methodology must be clearly stipulated and must cover all aspects in section 3

4.4.3 The proposal should address commitments in respect of the service level agreement as indicated in paragraph 3.3.6.

4.4.4 The proposed fee structure should be outlined in detail as follows: (mandatory requirement)

- Year one (1) fee;
- Year Two (2) fee ( including escalations);
- Year Three (3) fee (including escalations);
- Travel, accommodation costs and any other disbursements should be included in the fee structure as an estimated cost; and
- A total budget inclusive of VAT and all other costs (if applicable) should be presented.

### 5. TECHNICAL AND PRICE EVALUATION CRITERIA

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

Stage 1: Compliance check of Mandatory Requirements;

Stage 2: Functional Evaluation; and

Stage 3: Price and Preference Points

#### **Stage 1: Compliance check of Mandatory Requirements**

As per SCM Mandatory Checklist.

#### **Stage 2: Functionality in terms of the set technical evaluation criteria**

Bids must fully comply with all the Mandatory Requirements for the **Stage 1: Compliance check of Mandatory Requirements** in order to qualify for **Stage 2: Functional Evaluation** and those bids which fail to comply with all the requirements of Stage 2 will be invalidated or disqualified from the process.

The following values will be applicable when evaluating the bid

**5=Excellent 4=Very good 3= Good 2= Average 1= Poor 0= Non-compliance**

No.	Evaluation Criteria	Description	Weight
1	Refer to Para 4.3.1	<b>Bidders Experience</b> 0 Years' Experience = 0 Points 1 – 2 Years' Experience = 2 Points 3 – 4 Years' Experience = 3 Points 5 Years' Experience = 4 Points More than 5 Years' experience = 5 Points	20
2	Refer to Para 4.3.2	<b>Bidders References (completion certificates)</b> 0 completion certificates = 0 Points 1 – 2 completion certificates = 2 Points 3 – 4 completion certificates = 3 Points 5 completion certificates = 4 Points More than 5 completion certificates = 5 Points	25
3.	Refer to Para 4.3.3	<b>Bidder to Provide a matrix of support resources vs Modules</b> Less than 21 Modules indicated on matrix = 0 points 21 Modules with appropriate k level resources = 5 Points	45
4.	Refer to Para 4.4	<b>Quality of Project Proposal</b> Provision of a sound project proposal that clearly demonstrates the service required by NHBRC including the SAP Support project and its related methodology and approach.  Points are allocated based on the technical panel's individual assessment of the adequacy of the proposal which must include key deliverable areas covered in section three (03) of the bid document  Rating scale: 5 Points = Proposal adequately addresses all areas covered in section 3 of the bid document 1 Point = Poor Submission where proposal does not address all areas covered in section 3 of the bid document 0 Points= No submission	10

6.2 Technical (Functional) Assessments' minimal acceptable requirements:

**TOTAL SCORE = 100**

**After considering the functional pre-qualifying criteria, a bidder is considered to have passed Stage 2 (Functional Requirements) if the TOTAL score is equal to, or greater than 80 points**

**Stage 3: Price and Preference Points Evaluation**

Only bids that achieve minimum qualifying score (**80 points**) for **Stage 2 (Functional Requirements)** will be evaluated further.

The contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Preferential Procurement Regulations, 2011 and bids will be adjudicated in terms of a (90/10) preference point system in terms of which points are awarded to bidders on the basis of:

**90/10 Preference point system (for acquisition of services, works or goods with a Rand value more than R1million) (all applicable taxes included)**

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where;

$P_s$  = Points scored for comparative price of bid or offer under consideration

$P_t$  = Comparative price of bid or offer under consideration

$P_{min}$  = Comparative price of lowest acceptable bid or offer.

The points scored will be rounded off to the nearest two decimal places.

The points will be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>BBE Level</b>	<b>90/10</b>
Level 1	10
Level 2	9
Level 3	8
Level 4	5
Level 5	4
Level 6	3
Level 7	2
Level 8	1
Non-Compliant Contributor	0

*The points scored for price will be added to the points scored for B-BBEE status level to obtain the Bidders total points scored out of 100 points.*

## 6. RFP SUBMISSION INSTRUCTIONS

- 6.1 All RFP documents must be sealed in a clearly marked envelope and deposited into the tender box at the **NHBRC HEAD OFFICE: 5 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG**

## 7. AVAILABILITY OF THE RFP DOCUMENT

- 7.1 Bid documents can be downloaded on the NHBRC Website ([www.nhbrc.org.za/current-tenders](http://www.nhbrc.org.za/current-tenders)) from the **26 August 2016**.
- 7.2 There will be a compulsory briefing session that will be held on the 02 September 2016 at 14h00 pm at the **NHBRC HEAD OFFICE: 5 LEEUWKOP ROAD, SUNNINGHILL, JOHANNESBURG**

## 8. RFP CLOSING DATE

- 8.1 Bid documents should be marked for Attention: Supply Chain Manager, and deposited into the Bid boxes at the NHBRC National Office, 5 Leeuwkop Road, Sunninghill on or before the **23 September 2016 at 11h00 am**. No emailed or faxed Bids will be accepted. The Bid document should be supplied in a sealed envelope and clearly marked (**Copy or Original**) with the Bid number and the full name of the service provider(s).
- 8.2 **No late submissions will be accepted.**

## 9. VALIDITY PERIOD OF BIDS

- 9.1 All bids submitted by the bidders must be valid for a period of 90 days from the closing date specified above.

## 10. ENQUIRIES SHOULD BE DIRECTED TO BOTH:

**THE ADMINISTRATIVE ENQUIRIES MAY BE DIRECTED TO:**

**Department:** Supply Chain Management

**Contact Person:** Ricardo Francis

**E-mail address:** [ricardof@nhbrc.org.za](mailto:ricardof@nhbrc.org.za)

## 11. SUBMISSIONS OF PROPOSALS

- 11.1 Submission of bid **MUST** include **one** (1) original and **three** (3) copies of the proposals in a clearly marked (**Copy or Original**) envelope and deposited into the Bid box.
- 11.2 All costs and expenses incurred by the Bidder relating to the participation in, and preparation of this proposal process shall be borne by the Bidder exclusively. All documentation and manuals

submitted in respect of this RFP shall be retained by NHBRC, whether or not the proposal is accepted.

**12. SCM MANDATORY CHECKLIST**

12.1 The following documents as listed below are required to be made available with the distribution of the RFP:

<b>DOCUMENTS TO BE SUBMITTED</b>			
No.	Please note; the items marked with an (X) are mandatory requirements and failure to meet the requirements will result in your bid being disqualified.		Yes/No
1.	X	SBD1 Invitation to bid which must be signed and thoroughly completed.	
2.	X	SBD2 Tax Clearance Certificate which must be valid.	
3.	X	Proposed Fee Structure	
4.	X	SBD 4 Declaration of interest must be signed and thoroughly completed.	
5.	X	SBD 6.1 Preference claim form must be signed and thoroughly completed regardless if points are claimed or not.	
8.	X	SBD 8 Declaration of Bidder's past supply chain management practices must be signed and thoroughly completed.	
9.	X	SBD 9 Certificate of independent bid determination must be signed and thoroughly completed.	
10.		General Conditions of the contract (GCC).	
11.	X	Letter from SAP confirming that the bidder is an authorized SAP Support Partner	