

INVITATION TO BID

BID NO:
RAF/2025/00035

BID DESCRIPTION:

THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT AN EXPERIENCED AND SUITABLE SERVICE PROVIDER FOR THE PROVISIONING, CONFIGURATION, AND IMPLEMENTATION OF CLOUD-BASED SOFTWARE QUALITY ASSURANCE TOOLS, ALONG WITH SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE (3) YEARS.

PUBLICATION DATE: 10 NOVEMBER 2025

BRIEFING SESSION DATE AND TIME: 17 NOVEMBER 2025 @ 11:00 AM

A NON-COMPULSORY BRIEFING SESSION WILL BE HELD AT:

ROAD ACCIDENT FUND: HEAD OFFICE
420 WITCH- HAZEL AVENUE, ECO-GLADES 2
CENTURION,0046

CLOSING DATE: 10 DECEMBER 2025 @ 11H00 AM

Note: Faxed and/or Emailed Proposals/ bids will not be accepted, only hand delivered and couriered Proposals/ bids must be deposited in the tender box on or before the closing date and time.

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IMPORTANT NOTES:

1. Bid documents are available on the website (www.raf.co.za) at no cost.

2. Submission of Proposals

- Bid responses must be placed in the tender box clearly marked with a tender number and description; and
- Bidders are required to submit an original Bid Document/Proposal (Hard copy) and a soft copy of the Original Bid Document/Proposal.
- The proposal must be deposited in the tender box situated at the reception of RAF at the below address:

**Road Accident Fund (RAF), Eco Glades 2 Office Park, 420 Witch-hazel Avenue,
Centurion, 0046**

3. Validity Period

The proposal submitted by the supplier must be valid for a period of 90 days, from the closing date for the submission of proposals.

4. Enquiries

All enquiries regarding this bid must be directed to the Supply Chain Management Office:

Bid Enquiries: Shadi Matlou

E-mail address: Shadim@raf.co.za.

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **19 November 2025**

Publication date for Questions & Answers: **21 November 2025**

Questions and Answers will be published on the RAF website and eTender portal.

Important Notes:

1. All questions/enquiries must be forwarded in writing to the e-mail address above; and
2. Questions/enquiries received after the above-stated date and time will not be entertained.

MANDATORY/ LEGISLATIVE REQUIREMENTS

This stage checks and validates the bidders' compliance to the legal requirements to conduct business in South Africa, as well as to the industry requirement for the supply of goods and services.

Returnable Documents / Information	Check list ✓ Tick each box
SBD 1: Completed, attached and signed	
SBD 3.1 or 3.2 or 3.3 Completed, attached and signed	
SBD 4: Completed, attached and signed	
SBD 5: Completed, attached and signed	
SBD 6.1: Completed, attached and signed	
Proof of Construction Industry Development Board (CIDB) registration, if applicable.	
Specification document	
General Condition of contract	
Provide Tax TCS Pin to verify Tax Status: Attached (In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax TCS Pin.)	
If the bidder is a joint venture, consortium or other unincorporated grouping of two or more persons/ entities, a copy of the joint venture agreement between the members should be provided.	
Registered on the Central Supplier Database of National Treasury. (For registration information, go to https://secure.csd.gov.za/)	

Note: Some requirements may not be applicable to international suppliers/ bidders and only those suppliers/ bidders will be exempted from these mandatory/ legislative requirements. All SBDs must be submitted (signed) noting where it is not applicable.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RAF/2025/00035	CLOSING DATE:	10 December 2025	CLOSING TIME:	11H00
DESCRIPTION	THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT AN EXPERIENCED AND SUITABLE SERVICE PROVIDER FOR THE PROVISIONING, CONFIGURATION, AND IMPLEMENTATION OF CLOUD-BASED SOFTWARE QUALITY ASSURANCE TOOLS, ALONG WITH SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Road Accident Fund (RAF) Eco Glades 2 Office Park					
420 Witch-Hazel Avenue					
Centurion					
0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Shadi Matlou		CONTACT PERSON		
TELEPHONE NUMBER	012 649 2030		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Shadim@raf.co.za		E-MAIL ADDRESS		
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

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 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, 2017, 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)

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....
-	At:	..... .....
-	Brand and model	.....
-	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

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

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.

2.2 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:

.....
.....

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

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.

the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

3.6 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.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP Policy and Guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (dti) is charged with the responsibility of administering:

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked against the imported content of the contract. Any contract having an imported content equal to or exceeding US\$10 million or other currency equivalent to US\$10 million will have an NIP obligation. This threshold of US\$10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of subparagraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content, whilst suppliers in respect of sub-paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners, or suppliers
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract

that is in excess of R10 million, submit details of such a contract to the dti for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in sub-paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the dti in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the dti with the following information:
- Bid/contract number;
 - Description of the goods, works or services;
 - Date on which the contract was accepted;
 - Name, address and contact details of the government institution;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone number (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the dti with the information required, the following steps will be followed:
- a. The contractor and the dti will determine the NIP obligation;
 - b. The contractor and the dti will sign the NIP obligation agreement;
 - c. The contractor will submit a performance guarantee to the dti;
 - d. The contractor will submit a business concept for consideration and approval by the dti;
 - e. Upon approval of the business concept by the dti, the contractor will submit detailed business plans outlining the business concepts;
 - f. The contractor will implement the business plans; and
 - g. The contractor will submit bi-annual progress reports on approved plans to the dti.
- 4.2 The NIP obligation agreement is between the dti and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number

Closing date:

Name of

bidder.....

Postal address

.....

.....

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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.

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 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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 or 90 points is allocated for price on the following basis:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 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,	10	5		

1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (minimum 51% ownership or more)				
Women (minimum 51% ownership or more)	8	4		
Persons with disabilities (minimum 51% ownership or more)	2	1		

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:	.....

BID SPECIFICATION – PROVISION, CONFIGURATION, AND IMPLEMENTATION OF CLOUD-BASED SOFTWARE QUALITY ASSURANCE TOOLS, ALONG WITH SUPPORT AND MAINTENANCE FOR A PERIOD OF THREE (3) YEARS.

1. BACKGROUND OF THE ROAD ACCIDENT FUND

The Road Accident Fund (RAF) is a schedule 3A Public Entity established in terms of the Road Accident Fund Act, 1996 (Act No. 56 of 1996), as amended. Its mandate is the provision of compulsory social insurance cover to all users of South African roads, to rehabilitate and compensate persons injured as a result of the negligent driving of motor vehicles in a timely and caring manner, and to actively promote the safe use of our roads.

The customer base of the RAF comprises not only the South African public, but all foreigners who may have had accidents within the borders of the country. The RAF head office is in Centurion there will be other Customer Experience Centres in each province in the country.

2. SPECIAL INSTRUCTIONS TO BIDDERS

- 2.1 The bidder must be an eligible, registered service provider in terms of the applicable laws of the country.
- 2.2 The bidder must have a business continuity management plan, which must be available for inspection by the RAF during the subsistence of rendering services to the RAF.
- 2.3 The Evaluation Criteria that were published with a Request for Proposal/ Bids will be used to assess bidders' responses and no amendment after the closing of a bid. Bid Proposals must be clearly indexed and cross referenced to a Table of Contents.
- 2.4 Companies or Directors included on the National Treasury register of Restricted Suppliers and/ or Tender Defaulters will be automatically disqualified from the bidding process.
- 2.5 As prescribed all Standard Bidding Documents (SBD Forms – Returnable Documents) must be fully completed and duly signed. All Returnable Documents must be submitted with the proposal at the closing of a bid.
- 2.6 The successful bidder is required to ensure that 'relevant' accreditation/ membership/partnership is valid / in good standing for the duration of the contract with the RAF' where applicable.
- 2.7 The RAF will confirm the following prior to any award being made:
 - That the bidder is registered on the National Treasury Central Supplier Database (CSD)
 - The bidder's tax status is compliant with the South African Revenue Service (SARS), in cases where the recommended bidder is non-compliant with SARS, the bidder will be

allowed (seven) 07 working days to rectify their tax matters. If the bidder fails to rectify their tax matters, they will then be disqualified once the 7th working day period lapses.

3. BACKGROUND OF THE BID

The Road Accident Fund (RAF) is modernising its systems and improving its software testing processes to enhance efficiency, accuracy, and quality. To achieve these objectives, the RAF acknowledges the importance of utilising advanced tools for automation and performance testing. The software testing team currently depends on manual methods for test design, execution, defect logging, and reporting. This reliance on manual processes creates challenges due to inefficiencies and limitations, which hinder timely defect resolution and scalability.

This bid seeks to acquire comprehensive automation and performance testing tools to address the existing challenges and enable RAF to achieve its objectives. Integrating effective software quality assurance tools with standard DevOps services will streamline RAF's testing procedures by conducting thorough assessments and simulating expected and unexpected user loads.

These tools are expected to evaluate application output, measure processing speed, monitor network bandwidth usage, track memory utilisation during heavy loads, and simulate many concurrent users to identify performance bottlenecks and scalability issues. Furthermore, the tools are expected to provide detailed command and transaction response time analyses to ensure optimal application performance. The tools must also handle various traffic conditions while maintaining efficiency and stability.

RAF invites proposals from suitably qualified IT service providers for the supply, configuration, implementation, training, and support of cloud-based software quality assurance tools over a three-year period. These tools will help RAF testers improve test management, detect defects early, and monitor system performance, ultimately ensuring the delivery of higher-quality software products.

4. THE SCOPE OF WORK/DELIVERABLES

The successful bidder will be required to deliver the following items:

1. Supply, configure and implement cloud-based automation and performance testing tools. RAF will own the SaaS entitlement/subscription
2. Acquire and source the necessary subscription licenses for the tools.
3. Training of identified RAF users
4. Transfer knowledge to RAF's testers on how to use the tools effectively
5. Provide post implementation professional services (over and above the standard maintenance and support provided as part of the SaaS subscription) for a period of 3 years.

5. SUPPLY, CONFIGURE AND IMPLEMENT CLOUD-BASED AUTOMATION AND PERFORMANCE TESTING TOOLS

5.1. The successful bidder should supply, configure and implement a testing automation tool with the following features and capabilities:

General Features and Capabilities of Automation Testing
Project Management Features
The tool should enable users to create, view, organise, manage, and monitor all testing projects. It should also include essential information such as project names, start dates, end dates, status, assignments, comments, etc.
Test Planning and Scheduling
The tool should have a feature that allows testers to create comprehensive test plans, outlining the testing scope, objectives, and timelines. It must support multiple test cycles and enable assigning test cases to each cycle. Additionally, it should include a visual calendar or timeline view for scheduling tests.
Visual Scheduling
A visual calendar or timeline view should be incorporated to assist testers in scheduling tests based on project deadlines and priorities.
User-Friendly Interface
The tool should offer an intuitive user interface for executing test cases, capturing screenshots or videos, and logging any defects or issues encountered during testing.
Functional Capabilities
Requirement Traceability
The tool should establish links between test cases and corresponding requirements or user stories to ensure comprehensive test coverage and identify potential gaps.
Test Case Templates
The tool should have functionality that enables users to define test case templates, add detailed steps and expected results, and attach necessary files or resources.
Test Case Management
The tool must enable test case creation, organisation, and management in a centralised repository.
Version Control
The tool must provide support version control, enabling testers to track changes and easily revert to previous versions if needed. Additionally, it should allow users to categorise and tag test cases for efficient organisation and searchability.
Test Execution and Tracking
The tool should allow testers to execute test cases and record results, presenting a user-friendly interface. It should capture screenshots or videos and log any defects or issues encountered during testing. Real-time progress tracking and metrics should also be available.
Defect Management
The tool must facilitate the logging, tracking, and managing of defects discovered during testing. This includes providing detailed information about each defect, including assignments, priority levels, severity ratings, attachments, notifications, and collaboration features between testers and developers.
Attachment Support
Testers should be able to attach relevant files or logs and receive notifications and alerts for updates or changes to defects, facilitating effective collaboration between testers and developers.
Unified Testing
The tool should facilitate the effective management of manual and automated test cases on a single platform, utilising folders and tags for organisation.
Integration with Other Tools
The tool should integrate seamlessly with other software development and testing tools, such as issue tracking systems, test automation frameworks, version control systems, and CI/CD pipelines, ensuring smooth data flow and synchronisation. For example, Entra-ID for centralised authentication and Multi-Factor Authentication, RAF's Security Information and Event Management (SIEM) Solution, Azure DevOps, JIRA and Bitbucket Including but not limited

Real-Time Progress Tracking and Metrics
Testers should have access to real-time metrics and tools to monitor the overall testing status.
Automation Framework Integration
The tool should integrate smoothly with popular automation frameworks and scripts to streamline the test execution. Testers must be able to schedule, trigger, and monitor automated tests within the tool. It should support various scripting languages, Windows forms, and mobile applications and provide detailed reports after each test execution.
Import and Export Capabilities
The tool must support the importing and exporting of test scripts and facilitate parallel execution to optimise testing speed.
Notifications and Alerts
Notifications and alerts regarding automation runs should be available to inform testers of the automation status.
Data Security and Privacy
Sensitive Data Handling
The tool must include strong encryption and access controls to safeguard sensitive data. It should apply data masking or anonymisation techniques for test data and adhere to relevant data privacy regulations (e.g., GDPR, POPIA).
Data Storage and Transmission
The tool must securely store test data and results. Data transmission between tools and servers should use encrypted communication protocols like HTTPS and TLS. Regular audits of data storage and transmission practices must be employed.
Access Control
The tool must implement role-based access control (RBAC) to restrict access to sensitive data and functionalities. It must also utilise strong authentication methods, such as multi-factor authentication. Regular auto-review configurations should be in place where feasible to revoke unnecessary or unused access privileges.
Minimum Security Controls
Secure Configuration
Security design and configurations of the solution must be in line with security best practices as recommended by OEM secure implementation guidelines and also in line with RAF's security policies, standards and requirements.
Third-Party Integrations
The proposed solution must integrate with RAF's existing ICT landscape, and specifically, RAF's cloud environments (Azure/AWS Cloud, Microsoft Entra-ID for Multi Factor Authentication and centralised authentication; and Microsoft Sentinel Security Information and Events Management Solution)
Test Reporting and Analytics
The tool should generate comprehensive reports to evaluate testing progress, quality, and coverage. It should provide predefined report templates and customisation options. Analytics and visualisations should be in place to offer insights into testing effectiveness and highlight improvement areas.

5.2. The successful bidder should supply and implement a performance testing tool with the following key features and capabilities:

Performance Testing: General Features and Capabilities
Performance Testing Features
The tool should be able to evaluate the system's non-functional attributes, including performance, usability, and reliability.
Design and Execution of Non-Functional Tests
It must allow testers to design, manage, and execute various non-functional tests, such as load, stress, and scalability tests, and provide detailed metrics and reports on system behaviour under different conditions.
Load Simulation
The tool should integrate with relevant platforms or plugins to simulate different user loads or environments, providing real-time monitoring and alerts for potential bottlenecks or system failures, thus ensuring compliance with non-functional requirements.
Integration Capabilities
To facilitate smooth data flow and synchronisation between the various tools, reduce duplication of effort, and enhance overall efficiency, the tool should integrate seamlessly with other software development and testing tools used within the RAF, such as issue-tracking systems, test automation frameworks, version control systems, and CI/CD pipelines (Azure DevOps, JIRA and Atlassian Bitbucket, MIRO, SAP and Guidewire Development Tools)
Script Creation and Execution
The tool should enable the creation and execution of automation scripts within the same platform.
Unified Testing Management
The tool should enable easy manual and automated test case management on a single platform, keeping everything organised with folders and tags.
Test Reporting and Analytics
The tool should include a feature for generating comprehensive reports that assess testing progress, quality, and coverage. It should provide predefined report templates and customisation options to meet specific business requirements. These reports may include test execution results, coverage statistics, defect trends, and metrics such as pass/fail rates or test case execution times. Additionally, analytics and visualisations should be included to help identify areas for improvement.

5.3. ACQUIRE AND SOURCE THE NECESSARY SUBSCRIPTION LICENSES FOR THE TOOLS.

The successful bidder will be required to make recommendations for optimising license usage, including:

- a) Sourcing of temporary licenses during the implementation phase where required.
- b) Recommending a licensing strategy that aligns with the RAF's needs and budget.
- c) Implementing permanent licenses after the implementation phase where necessary.

5.4. TRAINING

1. The successful bidder will be responsible for providing comprehensive training and ongoing support to ten (10) RAF users to effectively use the implemented automation and performance testing tools.
2. Prepare and provide training documentation/manuals for post-go-live references.
3. The training must include OEM accredited automation and performance testing certifications for the testers
4. Train internal Technology & Digital staff on the administration and maintenance of the new tools.

5.5. KNOWLEDGE TRANSFER TO RAF'S TEAM

1. This will include equipping RAF's testers with the necessary skills to fully utilize the test automation and performance testing tools.
2. The knowledge transfer must cover the entire lifecycle of the tools, from setup and configuration to best practices in test execution, reporting, and troubleshooting.
3. Provide configuration manuals for future trouble shooting.

5.6. PROVIDE SUPPORT AND MAINTENANCE FOR A PERIOD OF 3 YEARS.

1. The successful bidder should note that the three-year maintenance and support agreement (SLA) will begin only after the tools have been successfully deployed.
2. The successful bidder will be responsible for maintaining and supporting the implemented tools for three years to ensure their ongoing relevance and optimal performance.
3. Post-implementation support will include troubleshooting, performance tuning, and system maintenance for the implemented tools.
4. The bidder must proactively monitor and maintain the tools, conducting continuous reviews and optimisations.
5. Ensure that the tools maintain their security in accordance with defined minimum-security baselines.

6. Address any identified security vulnerabilities by hardening system configurations and installing necessary security and system patches or updates.
7. Provide a knowledge base or FAQ section to offer testers self-service support options.
8. User support services should be available from 8:00 AM to 5:00 PM, Monday to Friday.
9. Support services must be accessible through multiple channels, including phone, WhatsApp, email, or an online portal.
10. A Service Level Agreement (SLA) must be established, defining response and resolution times for support requests.
11. The support must include 20 hours per month, billed on a usage basis.
12. Please note that these maintenance and support services are in addition to the standard subscription and support typically provided by OEMs as part of the software subscription.
13. The successful bidder must fulfil the following support and maintenance requirements:
 - a) A dedicated support team with expertise in administration, support, and maintenance of the solutions.
 - b) Ensure prompt response and resolutions for all post-implementation support requests.
 - c) Regular maintenance and performance tuning activities should be conducted to optimise system performance.

6. NON-FUNCTIONAL REQUIREMENTS

6.1. Infrastructure and Hosting Requirements

1. All data exchange, processing, and storage, including reports and analytics, must occur within RAF's cloud environment.

6.2. Reliability and Availability

1. The tools must maintain a 24/7 availability for all users with a target uptime of 99%.

6.3. Backup and Recovery

1. To minimise unplanned downtime, the tools should be designed with redundancy and failover capabilities.
2. The solution must have the capability to allow RAF to back up its data, for recovery in the case of data loss

6.4. Scalability and Performance

1. The tools must be designed for high performance and scalability to ensure smooth and efficient operations.
2. The tools must handle variable data volumes and concurrent users without significant performance degradation.
3. The tools must provide real-time data access through efficient data retrieval and processing mechanisms per the requirements.

6.5. Security, Privacy and Compliance

1. Due to the sensitivity of the test data, security must be a top priority for the tools. The design must ensure that all communications are encrypted, safeguarding against unauthorised access, breaches, and cyber threats, thereby ensuring continuity of data protection.
2. The tools must adhere to the RAF's strict data protection policies, including compliance with relevant regulations such as POPIA/GDPR. The tool should support the obfuscation of sensitive data.
3. The tools must be designed with integrity controls to ensure that the information's accuracy, reliability, completeness, and correctness are protected from unintentional and/or unauthorised alteration/modification.

6.6. Usability and User Experience

1. The tool's design must prioritize usability and user experience, ensuring navigation is easy and intuitive.

6.7. Extensibility, Integration and Interoperability

1. The tools must be interoperable, meaning they can seamlessly exchange data with other internal RAF systems/data sources.

6.8. Documentation

1. All technical documentation, including architecture artefacts, must be delivered as part of the document's scope.
2. This must include all architecture domains i.e., (Business, Information, Data, Application, Technology, and Security domains).

6.9. PROJECT OUTPUT AND DELIVERABLES

1. The following table summarises the expected project outputs, and deliverables.
2. This summary establishes expectations for the project. It is important to note that while it outlines key activities, it does not cover every aspect of the project. The information on the table below serves as a guide or checklist for the required services and will not be used as the evaluation criteria for this bid.

PROJECT OUTPUT AND DELIVERABLES
Needs Analysis
Confirmed Business Requirements Document, Solution architecture document, and Implementation roadmap/ Project plan.
Governance, Programme, and Project Management
Project charter with all governance structures, project methodology and project plan with timelines.
Licensing requirements
A document recommending the necessary licenses and outlining the recommended terms for each. Facilitation of license acquisition and implementation.
Detailed Project Risk Management Plan
An up-to-date Risk Register listing all identified risks, their descriptions, potential impact, probability of occurrence, risk rating, and assigned owners. Risk Assessment Reports summarising the results of risk assessments, including the top risks and their potential impact. Risk Response plans for mitigating or responding to each identified risk, including specific actions, responsible parties, and timelines. These are dynamic and updated as needed. Contingency plans for dealing with specific risks if they materialise, outlining alternative approaches and resources. Documentation of lessons learned from risk events and mitigation efforts, which can be used to improve future risk management activities.
Planning and Design
Technical design documentation detailing the technical infrastructure, including configuration and customisation specifics. A business blueprint that describes the configuration and customisation needed to implement the tools.
Configure, Build, and Test
The security configuration document of both tools and how it addresses the security requirements. The interface/Integration document for all interfaces/integrations with other platforms. The tools' Operations Manual. A document outlining data governance to manage regulatory requirements and internal policies, ensuring data quality, security, and privacy. Security Configuration Documentation of the security configuration settings implemented in the new solution, including user access controls, authorisation settings, and system parameters. User Roles and Permissions Matrix defining user access levels and permissions within the tools. Implementation of the business requirements. Test plan and Test cases covering all relevant scenarios and use cases. Successful User Acceptance Testing (UAT) to validate the solution configuration against business requirements.
Training and Deployment
A detailed plan outlining the training approach, materials, and schedule. A comprehensive plan describing the steps necessary to deploy the system into the production environment. A list of tasks that must be completed before the system goes live.

Hypercare and Maintenance & Support

A clearly defined support model to address any issues or questions that arise after the tools goes live.

Ongoing support, training, and guidance to ensure users are comfortable and proficient with the new tools. System performance monitoring and optimisation in a real-world environment, making necessary adjustments to enhance performance. Early detection and prevention of issues by closely monitoring the tools and tester feedback to avert potential problems before they escalate.

Knowledge-base articles and FAQs addressing common issues and their solutions to enable testers to self-serve and reduce the support burden.

A post-go-live support plan and documentation defining the support process after the system launch, including maintenance and troubleshooting guidelines.

System Administration Guide that outlines tasks like user management, system monitoring, and troubleshooting.

Documentation on how to use the tools' reporting and analytics capabilities.

Contact information for the support team and key stakeholders.

Formal Service Level Agreements (SLAs) define the level of support to be provided, including response times and resolution times.

7. PROJECT APPROACH

The service provider must establish a comprehensive Project team led by qualified experts to deliver the following:

- Stakeholder engagement plan.
- Project governance structure.
- Resource allocation.
- Project software delivery methodology,
- Implementation plan and timelines.
- Risk and Issue Management.

8. DELIVERY METHODOLOGY

- The tools must be delivered within the prescribed project timelines, preferably using an Agile delivery approach.
- Regular progress reports (minimum once a week) and demonstrations are required.
- Clear communication and collaboration must be maintained throughout the implementation process.
- A detailed description of the tools' architecture must be provided.
- Testing and quality assurance procedures must be clearly defined.
- Data security and privacy measures must be agreed upon.

9. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process will be conducted under the following phases:

Phase 1: Initial Screening Process — At this phase, Bidders' responses are reviewed to check if Bidders have responded according to the RAF Request for Bid (RFB) document.

Phase 2: Mandatory Evaluation Process - At this phase, bid responses are evaluated per the criteria specified in the request for bid (RFB) document for compliance with mandatory requirements. Bidder(s) who meet the mandatory requirements will be evaluated further on technical requirements.

Phase 3: Technical/ Functional Evaluation Process

Part A: Functionality Evaluation - At this phase, Bidder(s) who met the minimum threshold of **70 points out of 100 points** allocated at Functionality Evaluation (Part A) will be further evaluated in Phase 3, Part B (Solution Demonstration). Bidders who do not achieve a minimum **score of 70 out of 100 points** will not be eligible to proceed further with the evaluation and will thus be disqualified.

Part B: Solution Demonstration - At this phase, the bidder(s) must provide a detailed proposal of the solution, which will be evaluated, and bidders must score a minimum threshold of 80 points out of 100 points allocated. Bidders must achieve a minimum score of 80 out of 100 points for the demonstration to proceed to the next evaluation stage (Phase 4 Price and Specific Goals). Bidders who do not achieve a minimum score of **80 out of 100 points** will not be eligible to proceed further with the evaluation and will be disqualified.

Phase 4: Price and Specific Goals evaluation - At this phase, the bid(s) will be assessed according to the preferential point system specified in the RFB document.

9.1. MANDATORY REQUIREMENTS (PHASE 2)

All Bidders who do not meet all the mandatory requirements will be disqualified and not considered for further evaluation on the functional requirements.

9.1.1	Bidder Certification/ Affiliation Requirements	Comply Y/N	Indicate the section of the proposal that addresses this requirement
	<p>The Bidder must be an Original Equipment Manufacturer (OEM) / an Accredited Reseller/ Partner/ Distributor of the proposed solution(s). Where multiple OEM solutions are proposed, bidders must provide OEM letters for each of the proposed solutions.</p> <p>NB: The bidder must provide valid documentation (letter, certificate, or license, or any other documentary proof issued) from the OEM as proof of being an Accredited Reseller, Partner, or Distributor authorised to supply and install the Automation and Performance Testing tools if they are not the OEM.</p> <p>If the OEM is bidding, they must indicate that they are bidding as the OEM.</p> <p>NB: The RAF reserves the right to verify the submitted documentation.</p> <p>The successful bidder is required to ensure that ‘relevant’ Accreditation/Partnership is valid / in good standing for the duration of the contract with the RAF.</p>		

9.2. PART A: FUNCTIONALITY EVALUATION (PHASE 3)

At this phase, Bidder(s) must obtain a minimum threshold of 70 points out of 100 points. Those who met the minimum threshold of 70 points out of 100 points allocated at Functionality Evaluation (Part A) will be further evaluated in Phase 3, Part B (Solution Demonstration). Bidders who do not achieve a minimum score of 70 out of 100 points will not be eligible to proceed further with the evaluation and will thus be disqualified.

9.2.1	BIDDER'S EXPERIENCE IN THE CONFIGURATION, IMPLEMENTATION AND SUPPORT OF AUTOMATION AND PERFORMANCE TESTING TOOLS	Points
	<p>The bidder must have experience in configuring and/or installing automation and performance testing tools, including maintenance and support. The bidder must provide evidence of this experience from at least two (2) clients where they have completed configuring and/or installing these tools within the last seven (7) years from the closing date of this bid.</p> <p>Bidders are required to provide client reference letters as proof of the above. In the event that the bidder served as a sub-contractor to a primary contractor in a contract/project, the RAF will accept sub-contracting reference letters from the primary bidder, as long as the associated customer reference letter to the primary contractor is also attached, indicating that the primary contractor provided such services.</p> <p>Sub-contracting reference letters without the accompanying customer reference letter to the primary contractors will not be accepted.</p> <p>Bidders must ensure that the client reference letters:</p> <ul style="list-style-type: none"> • are on the client's letterhead • signed by the client representative • mention of the services rendered • include the client's contact details • Have a start or end date or the year in which the services were rendered. If the end date or the year stated falls on the seventh year from the closing date of this bid, bidders must ensure that day month and year on which the service was rendered is included <p>Note: only reference letters compliant to the above will be accepted</p>	<p>10</p>

	<table border="1"> <thead> <tr> <th colspan="2">Bidders experience Scoring Matrix</th> </tr> <tr> <th>No. of reference letters</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Less than two reference letters were provided indicating completed configuration and/or installation or letters provided not relevant to the project</td> <td>0</td> </tr> <tr> <td>Two reference letters provided indicating completed configuration and/or installation (for work undertaken within the last 7 years)</td> <td>5</td> </tr> <tr> <td>More than two reference letters provided indicating completed configuration and/or installation (for work undertaken within the last 7 years)</td> <td>10</td> </tr> </tbody> </table> <p>NB: RAF reserves the right to verify the reference letter/s. Experience from projects running simultaneously will be counted once.</p>	Bidders experience Scoring Matrix		No. of reference letters	Score	Less than two reference letters were provided indicating completed configuration and/or installation or letters provided not relevant to the project	0	Two reference letters provided indicating completed configuration and/or installation (for work undertaken within the last 7 years)	5	More than two reference letters provided indicating completed configuration and/or installation (for work undertaken within the last 7 years)	10		
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9.2.2.	PROJECT APPROACH & SOLUTION IMPLEMENTATION PLAN		10										
	<p>Bidders must submit a comprehensive proposal to fulfil the requirements, which includes the supply, configuration and implementation of the QA tools.</p> <p>An implementation methodology outlining how the bidder will manage the project, as well as the proposed project governance. The submitted project implementation plan aligns with the proposed solution and the requirements of this RFB. It includes project activities and tasks, milestones, timelines, and project resources.</p> <table border="1"> <thead> <tr> <th colspan="2">Scoring Matrix</th> </tr> <tr> <th>Project or implementation plan</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td> <p>No project or implementation plan was provided, or the submitted project/implementation plan does not meet all the following requirements:</p> <ul style="list-style-type: none"> • An implementation methodology outlining how the bidder will manage the project, with support from project governance. • The submitted project implementation plan aligns with the proposed solution and the requirements of this RFB. • It includes project activities and tasks, milestones, timelines, and project resources. • Furthermore, the plan outlines tasks and activities that address the following: <ul style="list-style-type: none"> 9.1.1.1. The initial onboarding of RAF. 9.1.1.2. Initial configuration of the automation and performance testing tools. 9.1.1.3. Implementation of all the solution features. 9.1.1.4. Integration with other RAF systems as per the requirements. 9.1.1.5. Implementation of Reports. 9.1.1.6. Timelines linked to all activities. <p>Partial or NO compliance will score no points on this criterion.</p> </td> <td>0</td> </tr> </tbody> </table>	Scoring Matrix		Project or implementation plan	Score	<p>No project or implementation plan was provided, or the submitted project/implementation plan does not meet all the following requirements:</p> <ul style="list-style-type: none"> • An implementation methodology outlining how the bidder will manage the project, with support from project governance. • The submitted project implementation plan aligns with the proposed solution and the requirements of this RFB. • It includes project activities and tasks, milestones, timelines, and project resources. • Furthermore, the plan outlines tasks and activities that address the following: <ul style="list-style-type: none"> 9.1.1.1. The initial onboarding of RAF. 9.1.1.2. Initial configuration of the automation and performance testing tools. 9.1.1.3. Implementation of all the solution features. 9.1.1.4. Integration with other RAF systems as per the requirements. 9.1.1.5. Implementation of Reports. 9.1.1.6. Timelines linked to all activities. <p>Partial or NO compliance will score no points on this criterion.</p>	0						
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9.2.3.	BIDDER'S EXPERIENCE WORKING IN AN AGILE ENVIRONMENT	5										
	<p>Bidders must provide proof of at least one project (automation or performance tools implementation) executed using the Agile approach within the last five years from the closing date of this bid.</p> <p>Bidders are required to provide proof in respect of the above The client letters must highlight the bidder's Agile practices. Bidders must ensure that client letters are:</p> <ul style="list-style-type: none"> • on the client's letterhead. • signed by the client representative. • includes the client's contact details • The client letters must not be older than 5 years from the closing date of this bid. <p>Note: Only reference letters compliant with the above will be accepted</p> <table border="1" data-bbox="327 1478 1204 1653" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">Experience: Scoring Matrix</th> </tr> <tr> <th style="text-align: left;">Agile experience</th> <th style="text-align: center;">Score</th> </tr> </thead> <tbody> <tr> <td>No reference letter provided</td> <td style="text-align: center;">0</td> </tr> <tr> <td>One reference letter provided</td> <td style="text-align: center;">3</td> </tr> <tr> <td>More than one reference letter provided</td> <td style="text-align: center;">5</td> </tr> </tbody> </table> <p>NB: RAF reserves the right to verify or request clarity of the reference letter/s.</p>	Experience: Scoring Matrix		Agile experience	Score	No reference letter provided	0	One reference letter provided	3	More than one reference letter provided	5	
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9.2.4.	EXPERIENCE OF THE PROJECT TEAM IN IMPLEMENTING AUTOMATION AND PERFORMANCE TESTING TOOLS	20										
	<p>Bidders are required to submit CVs for the proposed project team members, detailing personal information, qualifications, and work experience. For evaluation purposes, only experience clearly defined in the CV as related to the implementation of automation or performance testing tools will be considered. Key personnel on the proposed team should possess the necessary skills and experience in automation and /or performance</p>											

testing tools, particularly in the implementation, utilisation, and support of these tools.

As part of the proposal, bidders must include detailed CVs for the following personnel: Senior Project Manager, Senior Test Automation Engineer, Senior Performance Testing Engineer, and Business Analyst. The CVs should outline the candidates' certifications in automation or performance testing, their expertise in automation or performance testing, and relevant work experience aligned with the tasks and objectives outlined in this RFP.

Proposed project team members should have a minimum of 3 years of work experience in automation and/or performance testing tools implementation as of the bid closing date. Certified copies of their automation and/or performance testing certificates must also be provided.

Failure to submit a detailed CV and certified copies of qualifications for the proposed resources will result in a score of zero (0). To facilitate accurate calculation, years of experience must be provided by date, month, and year for both start and end periods.

Please note: If the service provider is unable to assign the resources detailed in the submitted CVs for this bid, they must substitute these resources with equally qualified or more experienced individuals. Such replacements must be approved by the RAF and cannot exceed 50% of the original project team evaluated in this bid.

1. Senior Project Manager's experience and certification

The Senior Project Manager must have at least three years of experience managing the implementation of automation and/or performance testing tools and be certified in Agile Project Management.

Proof: A summary of the Senior Test Automation Engineer's CV detailing personal information, qualifications, work experience, and details of the automation testing certification.

Note: The years of experience must be detailed with specific start and end dates, including the month and year.

Senior Project Manager's Experience: Scoring Matrix	
Number of years of Experience & Agile PM certification	Score
Less than three years of experience/with or without Agile PM certification.	0
Three or more years of experience without an Agile PM certification.	3
Three or more years of experience with an Agile PM certification.	5

2. Senior Test Automation Engineer's experience and certification

The Senior Test Automation Engineer must have at least three years of experience configuring and implementing automation testing tools and must possess an automation

testing certification.

Proof: A summary of the Senior Test Automation Engineer's CV detailing personal information, qualifications, work experience, and details of the automation testing certification.

Note: The years of experience must be detailed with specific start and end dates, including the month and year.

Senior Test Automation Engineer's Experience: Scoring Matrix	
Number of years of Experience & Automation test certification.	Score
Less than three years of experience, with or without Automation testing certification.	0
Three or more years of experience without an Automation testing certification.	3
Three or more years of experience with an Automation testing certification.	5

3. Senior Performance Test Engineer's experience and certification.

The Senior Performance Testing Engineer must have at least three years of experience configuring and implementing performance testing tools and must possess a performance testing certification.

Proof: A summary of the Senior Performance Testing Engineer's CV detailing personal information, qualifications, work experience, and details of the performance testing certification.

Note: The years of experience must be detailed with specific start and end dates, including the month and year.

Senior Tester's Experience: Scoring Matrix	
Number of years of Experience & Performance test certification.	Score
Less than three years of experience with or without a Performance testing certification.	0
Three or more years of experience without a Performance testing certification.	3
Three or more years of experience with a Performance Testing certification.	5

4. Business Analyst's experience and certification

The Business Analyst must have at least three years of experience in implementing automation or performance testing tools and must possess at least one software testing certification.

Proof: A summary of the Business Analyst's CV detailing personal information, qualifications, work experience, and details of the software testing certification.

Note: The years of experience must be detailed with specific start and end dates, including the month and year.

Senior Business Analyst's Experience: Scoring Matrix	
Number of years of Experience & Testing certification.	Score
Less than three years of experience with or without any testing certification.	0
Three or more years of experience, without any software testing certification.	3
Three or more years of experience with any software testing certification.	5

NB: The RAF reserves the right to verify submitted certificates and qualifications

9.2.6.	SOLUTION PROPOSAL	55
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The bidder must provide a detailed proposal of the automation and performance testing tools and will be evaluated based on the following criteria:

ITEM	AUTOMATION TESTING TOOL (PAPER EVALUATION)	Max Score
Compatibility	The tool must support, but not be limited to, the following technology stack for automation testing: Java, .NET, Guidewire and SAP.	2
Application Support	The tool must support Web, Desktop, and Mobile applications	2
Test Case Management	Ability to create, store, reuse and manage test cases in a structured manner.	2
Supported Test Types	The tool must have the functionality to perform the following test types: Functional Testing, API Testing, GUI Testing, and Integration Testing.	2
Cross-Browser compatibility	To ensure consistency across web applications, the tool should be capable of running tests on various browsers and their versions, including Google Chrome, Apple Safari, Mozilla Firefox, and Microsoft Edge, among others	2
Cloud and Virtualisation Support	The tool must be cloud-based and compatible with cloud platforms such as AWS and Azure. Additionally, it should integrate with cloud services for test execution and reporting.	2
Automated Test Generation	The tool must generate automated test scripts based on recorded or scripted user actions.	2
Data-Driven Testing	The tool must support parameterised testing where input data can be fed from external files like Excel, CSV, etc.	3
Script-Based Testing	The tool should support scripting in multiple languages, such as VBScript, C#, or JavaScript, among others.	3
Integration with CI/CD Tools	The tool must seamlessly integrate with CI/CD pipelines, such as Azure DevOps, Bitbucket, and other development tools for continuous testing.	3

	Reporting and Analytics	<p>The tool must generate detailed and comprehensive reports that include execution logs, screenshots, and analytics. Reporting features should be detailed and customisable. Key requirements include:</p> <ul style="list-style-type: none"> • Ability to Track Test Results and Identify Defects. • The tool must provide real-time insights during test execution. • It should store historical data to analyse trends over time. • The tool should offer customised dashboards based on team members' roles and needs. 	4		
	Compatibility	The tool must support but not limited to the following technology stack for automation testing: Java, .NET, Guidewire and SAP.	3		
	Realistic Load Generation	The tool must simulate real-world user loads to effectively test application performance, scalability, and reliability under various conditions.	3		
	Protocol Support	The tool must support various protocols, including HTTPS, SAP, Guidewire, Citrix, Java, .NET, Oracle, Web Sockets, and more, allowing for broad test coverage across different application architectures.	3		
	Integration Requirements	The tool must integrate seamlessly with Azure DevOps, Bitbucket, and CI/CD pipeline tools for performance testing as part of DevOps workflows.	3		
	Scalability	The tool must manage increasing loads and user volumes, simulating thousands to millions of virtual users (VUs) to assess application behaviour under various load conditions.	3		
	Cloud-Based Performance Testing	The tool must support cloud platforms such as AWS and Azure, enabling distributed load testing without requiring on-premises infrastructure.	3		
	Load Testing for Microservices and APIs	The tool must facilitate performance testing for APIs, REST, and SOAP services and should be compatible with microservices-based architectures.	3		
	Monitoring Capabilities	<p>The tool must monitor system performance metrics in real-time,</p> <ul style="list-style-type: none"> • identify performance bottlenecks, and • recognise slow transactions, • network congestion, • server-side inefficiencies(CPU usage, memory consumption), 	5		

		<ul style="list-style-type: none"> and overall application performance. 			
	Test Reporting & Analytics	The tool must produce detailed test reports featuring graphical performance metrics, root cause analysis, and historical trends to pinpoint bottlenecks and improve application efficiency. It should also provide in-depth assessments of performance metrics, allowing for result analysis and identification of areas needing enhancement.	2		
Total	No points will be allocated for partial compliance; the proposed solution must meet all the aspects stated to obtain full points.				100

9.3 PART B: TOOLS DEMONSTRATION AND EVALUATION (PHASE 3)

Bidders who meet the minimum threshold will be invited to a demonstration of the solution to confirm the points received. After the demonstration in this stage, bidders must achieve a minimum score of 80 out of 100 points to proceed to the next evaluation stage (Phase 4 Price and Specific Goals). Bidders who do not meet a minimum score of 80 out of 100 points will not be eligible to proceed further with the evaluation and will be disqualified.

In this demonstrations phase, bidders will be required to present/conduct live demonstration of the proposed solution. Bidders will be given a maximum notice of **5 business days** to prepare for this demonstration. Bidders are expected to lead the demonstration sessions for RAF to determine/confirm bidders' solution proficiency.

AUTOMATION TESTING TOOL DEMO		Max Score	Notes
Compatibility	The tool must support but not limited to the following technology stack for automation testing: Java, .NET, Guidewire and SAP.	5	
Application Support	The tool must support Web, Desktop, and Mobile applications	5	
Test Case Management	Ability to create, store, reuse and manage test cases in a structured manner.	4	
Supported Test Types	The tool must have the functionality to perform the following test types: Functional Testing, API Testing, GUI Testing, and Integration Testing.	5	
Cross-Browser compatibility	To ensure consistency across web applications, the tool should be capable of running tests on various browsers and their versions, including Google Chrome, Apple Safari, Mozilla Firefox, and Microsoft Edge, among others	5	
Cloud and Virtualisation Support	The tool must be cloud-based and compatible with cloud platforms such as AWS and Azure. Additionally, it should integrate with cloud services for test execution and reporting.	5	
Automated Test Generation	The tool must generate automated test scripts based on recorded or scripted user actions.	5	
Data-Driven Testing	The tool must support parameterised testing where input data can be fed from external files like Excel, CSV, etc.	5	
Script-Based Testing	The tool should support scripting in multiple languages, such as VBScript, C#, or JavaScript, among others.	5	

Integration with CI/CD Tools	The tool must seamlessly integrate with CI/CD pipelines, such as Azure DevOps, Bitbucket, and other development tools for continuous testing.	5	
Reporting and Analytics	The tool must generate detailed and comprehensive reports that include execution logs, screenshots, and analytics. Reporting features should be detailed and customisable. Key requirements include: <ul style="list-style-type: none"> • Ability to Track Test Results and Identify Defects. • The tool must provide real-time insights during test execution. • It should store historical data to analyse trends over time. • The tool should offer customised dashboards based on team members' roles and needs. 	8	
PERFORMANCE TESTING TOOL DEMO			
Realistic Load Generation	The tool must simulate real-world user loads to effectively test application performance, scalability, and reliability under various conditions.	5	
Protocol Support	The tool must support various protocols, including HTTPS, SAP, Guidewire, Citrix, Java, .NET, Oracle, Web Sockets, and more, allowing for broad test coverage across different application architectures.	5	
Integration Requirements	The tool must integrate seamlessly with Azure DevOps, Bitbucket, and CI/CD pipeline tools for performance testing as part of DevOps workflows.	5	
Scalability	The tool must manage increasing loads and user volumes, simulating thousands to millions of virtual users (VUs) to assess application behaviour under various load conditions.	5	
Cloud-Based Performance Testing	The tool must support cloud platforms such as AWS and Azure, enabling distributed load testing without requiring on-premises infrastructure.	5	
Load Testing for Microservices and APIs	The tool must facilitate performance testing for APIs, REST, and SOAP services and should be compatible with microservices-based architectures.	3	
Monitoring Capabilities	The tool must monitor system performance metrics in real-time, <ul style="list-style-type: none"> • identify performance bottlenecks, and • recognise slow transactions, • network congestion, • server-side inefficiencies(CPU usage, memory consumption), • And overall application performance. 	10	
Test Reporting	The tool must produce detailed test reports featuring graphical	5	

& Analytics	performance metrics, root cause analysis, and historical trends to pinpoint bottlenecks and improve application efficiency. It should also provide in-depth assessments of performance metrics, allowing for result analysis and identification of areas needing enhancement.		
Total	No points will be allocated for partial compliance; the proposed solution must meet all the aspects stated to obtain full points. The allocation of points will be incumbent on the BEC based on the bidder's presentation/demonstration of the solution. This will include responses to questions asked in relation to bidder's solution demonstration.	100	

9.3. PRICE AND SPECIFIC GOALS

The evaluation for Price and Specific Goals will be based on the 80/20 or 90/10 PPPFA principle (whichever is applicable), and the points for evaluation criteria are as follows:

Evaluation Criteria				Points
1.	Price			80/90
2.	Specific Goals			20/10
	#	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 51% ownership or more)	CSD Report	10/5
	2	Women (Minimum 51% ownership or more)	ID copy / CSD report	8/4
	3	Persons with disabilities (Minimum 51% ownership or more)	Valid medical certificate issued by an accredited medical practitioner	2/1
Total				100

9.4. PRICING SCHEDULE

This annexure should be completed and signed by the Bidder’s authorised personnel.

All prices must be VAT inclusive and quoted in South African Rand (ZAR). The pricing will be added to determine the total cost of the services for comparison purposes to award the bid.

Please indicate your total bid price here **(Compulsory)**

Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above will be considered the correct price.

FIXED PRICING

Deliverables in relation to the outlined project scope	Price Year 1 (Vat. Included)	Price Year 2 (Vat. Included)	Price Year 3 (Vat. Included)	Total Price (Vat. Included)
Project Management services				R
Needs Analysis				R
Automation Testing Tools Config, Test & Implement				R
Performance Testing Tools Config, Test & Implement				R
Training of 10 users				R
Knowledge Transfer to 4 testers				R
Configure / Customise Reports and Analytics				R
Maintenance & Support (240 hrs per year)	R	R	R	R
Subscription Licenses per annum for 3 years	R	R	R	R
Total For 3 Years	R			

Bidder’s Name:

Signature:

Date:

NATIONAL TREASURY

Republic of South Africa



**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.

TABLE OF CLAUSES

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

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

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) 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.