INVITATION TO BID

BID NO:

RAF/2026/00061

BID DESCRIPTION:

APPOINTMENT OF AN ACTUARIAL SERVICE PROVIDER TO CONDUCT INDEPENDENT QUALITY ASSURANCE REVIEW OF ACTUARIAL METHODOLOGY AND MODELS FOR A PERIOD OF THREE (3) YEARS.

PUBLICATION DATE: 11 SEPTEMBER 2026

NO BRIEFING SESSION

CLOSING DATE: 14 OCTOBER 2026 @ 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.

TABLE OF CONTENTS FOR BID RAF/2026/00061

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 and a Copy (To be enclosedin the envelope which contains the Original Bid Document/Proposal.
   - The proposal must be deposited in the tender box situated at the reception of RAF at the address given below:

     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: Ilish Seema

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

   Note: No telephonic enquiries will be entertained.

   Closing date and time for Bid questions and enquiries: **18 September 2026**

   Publication date for Questions & Answers: **22 September 2026**

   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.

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 ROAD ACCIDENT FUND					
BID NUMBER:	**RAF/2026/00061**	CLOSING DATE:	**14 OCTOBBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	APPOINTMENT OF AN ACTUARIAL SERVICE PROVIDER TO CONDUCT INDEPENDENT QUALITY ASSURANCE REVIEW OF ACTUARIAL METHODOLOGY AND MODELS FOR A PERIOD OF THREE (3) YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:
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	**Ilish Seema**	CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	**ilishs@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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

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

2.3.1 If so, furnish particulars:

………
………
…………………

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……………………………………………………................................, the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

3.5 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

………………………………	………………………………………………
Signature	Date
………………………………	………………………………………………
Designation	Name of bidder

SBD:5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The Nationak 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 (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 Partificipation Secretariat (IPS) of the Department of Trade and Industry (dti) is charged with 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 exceding US$3 million awarded to one seller over a two-year period which exceeds US$10 million in total.

Or

(b) A contract with a renewable option clause, where should the option be excercised, 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, license production, export promotion, sourcing arrangements and reaseracg 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 the 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, 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 THE BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTS)

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 notiied 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 withion five (5) working days after the award of the contract. Mr Malapane may be contacted on the telephone number (012) 394 1401, facsmile (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
………………………………………………………………………………
…………………………………………………………………………
Signature……………………………….Name (in print)……………………………..
Date…………………………………………..

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \qquad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \qquad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 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 (80/20 system) (To be completed by the tenderer)
South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (minimum 51% ownership or more)	**10**	

Women (minimum 51% ownership or more)	**8**	
Persons with disabilities (minimum 51% ownership or more)	**2**	

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 – APPOINTMENT OF AN ACTUARIAL SERVICE PROVIDER TO CONDUCT INDEPENDENT QUALITY ASSURANCE REVIEW OF ACTUARIAL METHODOLOGY AND MODELS

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 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 then be disqualified once the 7th working day period lapses.

2.7. RAF reserves the right to bid in full or in part.

3. BACKGROUND OF THE BID

RAF relies extensively on actuarial methodology and models for liability valuation, financial planning, and risk management. Due to the complexity of the modelling environment, the reliance on judgement-based assumptions, and the importance of having results that are credible and defensible to governance structures and external stakeholders, the RAF requires the appointment of an independent service provider to perform a quality assurance (QA) review of RAF's internal actuarial work:

- To provide assurance that models are robust, efficient, aligned with industry best practice, and capable of producing credible and defendable results;
- To validate methodologies, assumptions, and model outputs; identify areas for improvement; and provide recommendations to strengthen actuarial governance, automation, and efficiency;

4. SCOPE OF REQUIREMENTS

4.1. The RAF wishes to appoint a suitable qualified actuarial company(s) to conduct an Independent Quality Assurance Review of Actuarial Methodologies and Models, annually, for a period of three (3) years in respect of the following Methodologies and Models:

a) Outstanding Claims Liability Valuation Methodology and Model, aligned with the unique dynamics of RAF's claims lifecycles.

b) Budget Forecasting Methodology and Model, aligned with the requirements of the Medium-Term Expenditure Framework (MTEF) issued by the National Treasury.

c) Loss of Earnings Claims Quantification Methodology and Model, aligned with the requirements set out in Actuarial Practice Note 701 (APN 701) issued by the Actuarial Society of South Africa (ASSA).

d) Loss of Support Claims Quantification Methodology and Model, aligned with the requirements set out in Actuarial Practice Note 701 (APN 701) issued by the Actuarial Society of South Africa (ASSA).

e) Post-Retirement Medical Aid Subsidy Liability Valuation Methodology and Model, aligned with the requirements set out in GRAP 25.

4.2. The Service Provider will be required to:

- Independently review the actuarial models within scope for methodological soundness and alignment to best practice.
- Validate assumptions, processes, and outputs to ensure credible, defendable, and sustainable financial and risk projections.
- Evaluate compliance with relevant actuarial and applicable accounting standards.

- Assess model efficiency, automation maturity, controls, and reporting performance, including the adequacy of documentation and audit trail.
- Produce clear QA reports that set out findings, gaps/limitations, risks, and recommended improvements to strengthen actuarial processes, governance, and model controls
- Consultation / Clarification Support – Advisory sessions to clarify the QA reports and recommendations (interpretation of findings, explanation of gaps and proposed improvements, and Q&A with RAF stakeholders).
- Present the independent QA report to the Executive Committee, the Audit & Risk Committee, and the Board regarding the soundness and robustness of RAF's actuarial methodologies and models
- Develop detailed action items arising from the QA report

4.3. The Service Provider's approach in providing an Independent Quality Assurance shall include, but not limited to, the following:

- At first, apply a blind parallel modelling approach, whereby RAF will provide the required data, but not the models to ensure independence.
- Comparative analysis of independently developed model outputs against RAF model outputs, including commentary on material variances and drivers.
- Gap analysis covering methodologies, key assumptions, data inputs, model governance and controls, documentation, and reporting outputs.
- Recommendations for enhancement (including automation and AI-enabled tools).
- Joint project plan for implementation of the recommendations.
- Final confirmation report.

4.4. Exclusions from the scope of requirements

- The Service Provider will not be required to provide tools, licences or subscriptions; however, the reports may include recommendations on suitable technology stacks/tools for RAF's consideration.
- The Service Provider will not be responsible for hands-on implementation of recommendations; implementation remains the responsibility of RAF and/or a separately appointed service provider.

5. REPORTING

The Service Provider shall deliver the reports, presentations and supporting artefacts set out below. Each deliverable must be issued in draft and final versions, and must include sufficient supporting evidence (e.g., working papers, calculations, test outputs, variance analysis and references) to enable RAF to verify the work performed and hold the Service Provider accountable for delivery.

5.1. Annual Deliverables

5.1.1. Kick-off Meeting Outcomes Report (post kick-off)

A written record of agreements reached at the kick-off meeting for the annual review cycle, including scope and objectives, approach/methodology, detailed workplan and timelines, data requirements and agreed data cut, roles and responsibilities, governance and reporting cadence, risks and dependencies, issue escalation route, document/version control, and the agreed report structures/templates (required sections and evidence requirements) for each deliverable.

5.1.2. Blind Parallel Modelling Reports (per model within scope)

Independent parallel modelling outputs produced from RAF-provided data, without access to RAF models at the outset, and comparison to RAF results. Each report must include: the methods and assumptions used, key variances and their drivers, the reconciliation/diagnostics performed, and supporting working evidence.

Models within scope: Outstanding Claims Liability (OCL), Medium-Term Budget Forecasting (MTEF), Loss of Earnings (LOE), Loss of Support (LOS), and Post-Retirement Medical Aid Subsidy Liability Valuation.

5.1.3. Quality Assurance Reports (per model within scope)

A detailed QA assessment for each model, including methodological soundness and alignment to best practice; validation of key assumptions, data inputs, processes and outputs; review of governance/controls, documentation and audit trail; and assessment of compliance with relevant actuarial and accounting/reporting standards. Each report must include findings, identified risks/limitations, and model-specific recommendations.

5.1.4. Consolidated Recommendations & Roadmap (Annual)

A consolidated report across all models, including overall conclusions, cross-cutting themes, prioritised recommendations, and an actionable improvement plan for RAF’s consideration. The improvement plan must detail recommended actions, prioritisation, responsible RAF owners, dependencies, indicative timelines/milestones, and evidence/criteria for completion.

5.1.5. Consultation / Clarification Support & Capacity Building

Advisory sessions to clarify and unpack the QA reports and recommendations, including interpretation of findings, explanation of gaps and proposed improvements, and Q&A with RAF stakeholders. Knowledge transfer sessions must cover relevant best practices (e.g., governance/controls, documentation standards, and QA methods).

Note: The Service Provider will not implement the recommendations/action plans for the RAF models.

5.1.6. Management & Audit & Risk Committee Presentations

Presentation of annual QA outcomes (findings, conclusions and recommendations) to the Actuarial Department Management, Executive Committee and the Audit & Risk Committee, including discussion of queries and clarifications.

5.1.7. Close-Out Report (Annual)

A close-out report confirming completion of the annual QA review cycle and summarising: work performed, key conclusions, and the final set of recommendations and clarifications issued for the year. The report must reference all submitted deliverables and supporting evidence.

All deliverables will be subject to review and acceptance by the RAF Actuarial Function and the Audit & Risk Committee.

All final reports and presentation packs must be reviewed and formally signed off by a suitably qualified actuary (e.g., a Fellow/Associate, as applicable), confirming professional accountability for the work performed and the conclusions reached.

5.2. Phases of the Project

5.2.1. **Initial Phase:** Complete the first annual cycle deliverables, including blind parallel modelling, comparative analysis, gap analysis, QA reports, consolidated recommendations/roadmap, presentations, and consultation/clarification sessions.

5.2.2. Post execution consultation and support (as and when required): Provide additional consultation/clarification sessions, where necessary, to further unpack the QA reports and recommendations, respond to stakeholder queries, and support RAF's understanding of the proposed improvements for the relevant annual cycle.

5.2.3. Subsequent annual cycles (Years 2 and 3): Deliver the same set of annual deliverables for each year of the contract term (i.e., repeat the full annual cycle deliverables each year), including updated reports, consolidated recommendations/roadmap, presentations, and consultation/clarification sessions.

6. PROJECTS OF SIMILAR NATURE

The Independent Quality Assurance Review will be conducted over the RAF methodologies and models listed in Section 4.1 above. However, when demonstrating relevant experience, RAF may consider projects of a similar nature to the scope areas, including the following:

6.1. **Outstanding Claims Liability (OCL) Valuations**
Projects of a similar nature may include:

- Actuarial valuation of self-insurance funds
- IBNR (Incurred but Not Reported) valuations
- Workers' compensation liability valuations
- Third-party liability reserving

6.2. **Loss of Earnings (LOE) Claims Quantification**
Projects of a similar nature may include:

- Road Accident Fund (RAF) claims assessment
- Loss of profit (commercial) claims
- Unfair labour practice compensation
- Medical negligence claims
- Wrongful arrest and detention claims

6.3. **Loss of Support (LOS) Claims Quantification**
Projects of a similar nature may include:

- Dependency claims for deceased estates
- Maintenance claim calculations
- Wrongful death liability assessments

6.4. **Medium-Term Expenditure Framework (MTEF) Forecasting**

Projects of a similar nature may include:

- Medium-Term Expenditure Framework (MTEF) technical support
- Multi-year infrastructure planning
- Municipal budget and strategic planning
- Revenue and expenditure trend analysis

6.5. **Post-Retirement Medical Aid Subsidy Liability Valuations (PRMA)**

Projects of similar nature may include:

- Actuarial valuation of employee benefits
- Defined benefit pension fund valuations
- GRAP 25 / IAS 19 compliance reporting
- Medical scheme contribution subsidy valuations

7. BIDDERS ARE REQUIRED TO BID FOR ONE OR ALL OF THE FOLLOWING CATEGORIES:

Note: Bidders are required to indicate the category for which they are bidding and submit a separate bid for each category, including all required supporting documentation for that category.

Category	**Field of appointment**	**Indicate the category you are bidding by ticking**
Category 1	Outstanding Claims Liability Valuation Methodology and Model	
Category 2	Budget Forecasting Methodology and Model	
Category 3	Loss Quantification (Loss of Earnings and Loss of Support)	
Category 4	Post-Retirement Medical Aid Subsidy Liability Valuation Methodology and Model	

8. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process will be conducted under the following phases:

Phase 1: Initial Screening Process

Bidders' submissions will be screened to confirm compliance with the requirements of the RAF Request for Bid (RFB) document (e.g., completed forms, mandatory declarations, returnable documents, and any compulsory requirements stated in the RFB).

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. Only bidder(s) who meet the Mandatory Requirements will be evaluated further on Technical Requirements.

Phase 3: Technical/ Functional Evaluation Process

At this phase, Bidder(s) who met the minimum threshold **of 60 points out of 100 points** allocated at Functionality Evaluation will be further evaluated in Phase 4 (Price and Specific Goals). Bidders who do not achieve a minimum score of **60 out of 100** points will not be eligible to proceed further with the evaluation and will thus 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. Bidders who meet the functionality threshold will be evaluated on **Price and Specific Goals**, in accordance with the preferential procurement principle as outlined in the RFB document.

8.1. MANDATORY REQUIREMENTS (PHASE 2)

Bidders must indicate by ticking (√) the correct box indicating that they Comply OR do Not Comply.

	REQUIREMENTS	Comply	Not Comply
8.1.1	**Company Registration** The Bidder must be registered as an Actuarial Firm/Company with the Actuarial Society of South Africa (ASSA) . As proof, please provide valid proof of registration from the relevant actuarial body. That is, 1. Certificate of registration (The certificate must not be expired at the bid closing date) **NB: Submitted certificates will be verified with ASSA**		
8.1.2	**Experience of the Lead Actuary** The Lead Actuary must be a Qualified Fellow Actuary with a minimum of ten years post-qualification experience and in good standing with the Actuarial Society of South Africa (ASSA). As proof, please provide: i) A copy of Qualification as a Fellow; and ii) A letter of good standing from ASSA. iii) The CV of the lead actuary clearly indicating the post fellow experience **NB: The RAF reserves the right to verify the information provided**		

8.1.3	**Company Experience** The Bidder must have conducted Independent Quality Assurance Reviews of actuarial methodologies and models to a minimum of three clients within the past five years from the bid closing date. As proof, the bidder must provide a minimum of three (3) client reference letters on a company letterhead confirming that the bidder has conducted independent Quality Assurance Reviews. **NB: RAF reserves the right to verify the client's reference letters.**		
8.1.4	**Data Storage** The Bidder may not transfer for whatever reason or authorise the transfer of the RAF's Data outside the Republic of South Africa. **NB: Bidder must tick to comply with this requirement**		
8.1.5	**Compliance POPI** The bidder must have implemented adequate security measures required by POPI to process Personal Information. **NB: Bidder must tick to comply with this requirement**		

Note: Failure to comply with all mandatory requirements will result in disqualification.

8.2. FUNCTIONALITY EVALUATION (PHASE 3)

Bidders are required to indicate the category they are bidding for and submit a separate bid per category, including all required supporting documentation per the indicated category, with each bid clearly marked.

Bidders may bid for one or more category, and bidders must note that each bid will be evaluated separately.

No	Functional Evaluation Criteria	Max Points
8.2.1	**COMPANY EXPERIENCE** Bidders must have relevant experience in the category they are bidding for or in work of similar nature. Bidders must have completed at least **two (02) relevant projects in each category** for which they are bidding. As proof, the bidder must provide client reference letters that clearly describe the work performed. For each category below, bidders must submit at least two (02) client reference letters that evidence relevant work. One client reference letter may cover multiple categories if the letter explicitly confirms the relevant scope. Client reference letters must be on the client company's letterhead and include the nature of the services and the year in which they were rendered. RAF reserves the right to verify the reference letters. **i. Category One, Outstanding Claims Liability, OCL Valuations, company experience** Projects of a similar nature may include: • Actuarial valuation of self-insurance funds • IBNR, incurred but not reported, valuations • Workers' compensation liability valuations • Third-party liability reserving Evidence required: At least two (02) client reference letters confirming completion of OCL, or similar work. **ii. Category Two, Budget Forecasting, MTEF Forecasting, company experience** Projects of a similar nature may include: • Medium Term Expenditure Framework, MTEF, technical support	**40**

- Multiyear infrastructure planning
- Municipal budget and strategic planning
- Revenue and expenditure trend analysis

Evidence required: At least two (02) client reference letters confirming completion of budget forecasting, MTEF forecasting, or similar work.

iii. Category Three, Loss Quantification, LOE and LOS, company experience

Loss of Earnings, LOE, projects of a similar nature may include:

- Road Accident Fund, RAF, claims assessment
- Loss of profit, commercial, claims
- Unfair labour practice compensation
- Medical negligence claims
- Wrongful arrest and detention claims

Loss of Support, LOS, projects of a similar nature may include:

- Dependency claims for deceased estates
- Maintenance claim calculations
- Wrongful death liability assessments

Evidence required: At least two (02) client reference letters confirming completion of LOE and or LOS, or similar loss quantification work.

iv. Category Four, Post Retirement Medical Aid Subsidy Liability Valuations, PRMA, company experience

Projects of a similar nature may include:

- Actuarial valuation of employee benefits
- Defined benefit pension fund valuations
- GRAP 25 compliance reporting, IAS 19 compliance reporting
- Medical scheme contribution subsidy valuations

Evidence required: At least two (02) reference letters confirming completion of PRMA, or similar employee benefits valuation work.

Scoring Matrix, Company Experience, per category

Use the scoring below for each category the bidder is bidding for.

Number of completed projects evidenced in client reference letters	**Category One (Score)**	**Category Two (Score)**	**Category Three (Score)**	**Category Four (Score)**
No projects evidenced, or projects not relevant, or less than 2 projects evidenced for each type of project	0	0	0	0

	2 completed projects evidenced	20	20	20	20	
	3 completed projects evidenced	30	30	30	30	
	4 or more completed projects evidenced	40	40	40	40	

8.2.2. COMPANY RESOURCES — **30**

Bidders must demonstrate that they have suitably qualified and experienced resources available to deliver the scope for each category in which they are bidding. Evidence must be provided via CVs and supporting documents that clearly confirm qualifications, professional standing, and relevant experience.

Bidders must submit the minimum resources required per category. The same individual may be proposed across multiple categories; however, the bidder must clearly indicate this and ensure that the requirements are met for each category bid for.

CVs must include the role on the project, relevant experience, and the category or categories the resource will support. Proof documents must be valid at the bid closing date. RAF reserves the right to verify the information submitted.

Minimum resources required per category

- at least one additional qualified Actuary, Fellow or Associate
- a Quantitative Analyst, Data Scientist, or Artificial Intelligence specialist with relevant experience in model automation, validation tooling, reconciliation tooling, or AI-enabled review support

i. **Category One, Outstanding Claims Liability, OCL Valuations, company resources**

Evidence required:

- Additional actuary CV with at least 5 years relevant experience, proof of qualification
- Quantitative Analyst, Data Scientist, or AI specialist CV, project example demonstrating at least three (03) years relevant experience

ii. **Category Two, Budget Forecasting, MTEF Forecasting, company resources**

Evidence required:

- Additional actuary CV with at least 5 years relevant experience, proof of qualification
- Quantitative Analyst, Data Scientist, or AI specialist CV, project example

demonstrating at least three (03) years relevant experience

iii. Category Three, Loss Quantification, LOE and LOS, company resources

Evidence required:

- Additional actuary CV with at least 5 years relevant experience, proof of qualification
- Quantitative Analyst, Data Scientist, or AI specialist CV, project example demonstrating at least three (03) years relevant experience

iv. Category Four, Post Retirement Medical Aid Subsidy Liability Valuations, PRMA, company resources

Evidence required:

- Additional actuary CV with at least 5 years relevant experience, proof of qualification
- Quantitative Analyst, Data Scientist, or AI specialist CV, project example demonstrating at least three (03) years relevant experience

Report sign-off requirement

All final reports and presentation packs must be reviewed and formally signed off by the Lead Actuary for the relevant category, confirming professional accountability for the work performed and conclusions reached.

Scoring Matrix, Company Experience, per category

Use the scoring below for each category the bidder is bidding for. Categories not bid for must be marked Not Applicable.

Additional actuary requirement	**Category One (Score)**	**Category Two (Score)**	**Category Three (Score)**	**Category Four (Score)**
No submission, no proof of qualification, qualification not relevant, less than five years of relevant experience	0	0	0	0
Five years or more relevant experience with a relevant qualification	15	15	15	15

Specialist requirement (Quantitative Analyst, Data Scientist, or AI specialist)	**Category One (Score)**	**Category Two (Score)**	**Category Three (Score)**	**Category Four (Score)**
No CV, less than three years of relevant experience	0	0	0	0

	Three years or more of relevant experience	15	15	15	15	
8.2.3.	**PROJECT PLAN AND METHODOLOGY**					**10**

Bidders must submit a detailed annual QA delivery plan describing how they will execute the Independent QA scope for each category they are bidding for. The plan must be clear enough for RAF to monitor delivery and hold the bidder accountable against timelines, milestones, outputs, and evidence requirements.

Bidders must submit a category specific project plan, or one consolidated project plan that clearly separates the approach, timelines, milestones, risks, dependencies, governance touchpoints, and resourcing per category.

The project plan and methodology must include:

- blind parallel modelling approach, comparative analysis, variance analysis, gap assessment
- QA testing and review activities covering assumptions, data, outputs, controls, documentation, audit trail
- reporting timetable aligned to the annual cycle deliverables and milestones
- risk management measures and dependencies
- clarity on deliverables, draft and final submission dates, supporting evidence to be submitted

Evidence required for scoring

A detailed project plan must be submitted for each category being bid for, in a clear format such as a workplan table or Gantt chart. The plan must include milestones, activities, deliverables, draft and final submission dates, review cycles, governance touchpoints, and allocated resources.

i. **Category One, Outstanding Claims Liability, OCL Valuations, project plan and methodology**

Evidence required:

- category specific workplan and timelines for OCL QA review
- milestones for data receipt, blind parallel modelling, comparative analysis, QA report drafting, final report submission, presentation session, consultation and clarification sessions
- risks and dependencies for the OCL category and mitigation actions

ii. Category Two, Budget Forecasting, MTEF Forecasting, project plan and methodology

Evidence required:

- category-specific workplan and timelines for MTEF QA review
- milestones for data receipt, blind parallel modelling, comparative analysis, QA report drafting, final report submission, presentation session, consultation and clarification sessions
- risks and dependencies for the MTEF category and mitigation actions

iii. Category Three, Loss Quantification, LOE and LOS, project plan and methodology

Evidence required:

- category-specific workplan and timelines for LOE and LOS QA review
- milestones for data receipt, blind parallel modelling, comparative analysis, QA report drafting, final report submission, presentation session, consultation and clarification sessions
- risks and dependencies for the loss quantification category and mitigation actions

iv. Category Four, Post Retirement Medical Aid Subsidy Liability Valuations, PRMA, project plan and methodology

Evidence required:

- category-specific workplan and timelines for PRMA QA review
- milestones for data receipt, blind parallel modelling, comparative analysis, QA report drafting, final report submission, presentation session, consultation and clarification sessions
- risks and dependencies for the PRMA category and mitigation actions

Scoring Matrix, Company Experience, per category

Use the scoring below for each category the bidder is bidding for. Categories not bid for must be marked Not Applicable.

Project plan and methodology requirement	**Category One (Score)**	**Category Two (Score)**	**Category Three (Score)**	**Category Four (Score)**
No project plan or methodology submitted, or the submission is irrelevant to the category	0	0	0	0

		Clear approach for the category with timelines, milestones, risk management measures, dependencies, and evidence requirements	10	10	10	10	
8.2.4.	**Quality Assurance Framework and Governance Approach** **Documented Quality Assurance and governance framework.** Bidders must submit a documented Quality Assurance and governance framework for each category they are bidding for. The framework must be practical, measurable, and project-relevant, enabling RAF to hold the bidder accountable through defined processes, roles, controls, evidence requirements, and templates. Bidders must submit a category-specific QA and governance framework, or one consolidated framework that clearly explains how it will be applied to each category, including any category-specific review gates, controls, reporting cadence, and sign-off points. The QA and governance framework must include, at minimum: QA lifecycle with review gates, test gates, sign off gates, defined roles and RACI, escalation route, risk management, issue management, defect management, change control, document and version control, audit trail, quality metrics and reporting cadence, sample templates or artefacts. **Evidence required for scoring** A QA and governance framework document, including sample templates or artefacts such as a QA plan, a QA checklist, an issue log, a risk register, a change request template, a governance pack, a reporting template, and a version control approach. Where a single framework is submitted across multiple categories, the bidder must include a short section for each category describing how the framework will be applied. **i. Category One, Outstanding Claims Liability, OCL Valuations, QA framework and governance approach** Evidence required: • QA lifecycle and review gates tailored to OCL QA review • RACI, escalation route, reporting cadence for OCL category • sample templates and artefacts to be used for OCL QA review **ii. Category Two, Budget Forecasting, MTEF Forecasting, QA**						**20**

framework and governance approach

Evidence required:

- QA lifecycle and review gates tailored to MTEF QA review
- RACI, escalation route, reporting cadence for MTEF category
- sample templates and artefacts to be used for MTEF QA review

iii. Category Three, Loss Quantification, LOE and LOS, QA framework and governance approach

Evidence required:

- QA lifecycle and review gates tailored to LOE and LOS QA review
- RACI, escalation route, reporting cadence for loss quantification category
- sample templates and artefacts to be used for loss quantification QA review

iv. Category Four, Post Retirement Medical Aid Subsidy Liability Valuations, PRMA, QA framework and governance approach

Evidence required:

- QA lifecycle and review gates tailored to PRMA QA review
- RACI, escalation route, reporting cadence for PRMA category
- sample templates and artefacts to be used for PRMA QA review

Scoring Matrix, Company Experience, per category

Use the scoring below for each category the bidder is bidding for. Categories not bid for must be marked Not Applicable.

QA framework and governance approach requirement	**Category One (Score)**	**Category Two (Score)**	**Category Three (Score)**	**Category Four (Score)**
No submission or non-responsive, no documented QA and governance framework provided, or content is generic marketing text with no practical processes, roles, controls, or evidence	0	0	0	0
Partially meets the requirement, QA and governance framework is provided but is high-level and missing key elements such as QA lifecycle and gates, RACI roles and escalation, issue, defect and change control, quality metrics and reporting, supporting templates or artefacts, limited tailoring to the category	10	10	10	10
Fully meets or exceeds requirement, a clear project relevant documented QA and governance framework is provided for the category, including QA lifecycle with review test sign off gates, defined roles and RACI and escalation, risk issue defect and	20	20	20	20

	change control, document and version control and audit trail, measurable quality KPIs and reporting cadence, sample templates or artefacts such as QA plan, checklist, issue log, governance pack					
	TOTAL MAXIMUM POINTS	**Category One (Score)**	**Category Two (Score)**	**Category Three (Score)**	**Category Four (Score)**	**100**

Bidders who score a minimum threshold of 60 out of 100 points on Phase 3 Functional evaluation will proceed to the final evaluation phase on proposed Price and Specific Goals. Preferential Procurement Points for specific goals will be allocated as per the table below.

8.3. PRICE AND SPECIFIC GOALS (PHASE 4)

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

<table>
<tr><th colspan="2">Evaluation Criteria</th><th>Points</th></tr>
<tr><td>1.</td><td>Price</td><td>80</td></tr>
<tr><td>2.</td><td>Specific Goals
<table>
<tr><th>#</th><th>Specific Goal</th><th>Proof</th><th>Points Allocation</th></tr>
<tr><td>1</td><td>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)</td><td>CSD Report</td><td>10</td></tr>
<tr><td>2</td><td>Women (Minimum 51% ownership or more)</td><td>ID copy / CSD report</td><td>8</td></tr>
<tr><td>3</td><td>Persons with disabilities (Minimum 51% ownership or more)</td><td>Valid medical certificate issued by an accredited medical practitioner</td><td>2</td></tr>
</table>
</td><td>20</td></tr>
<tr><td colspan="2">Total</td><td>100</td></tr>
</table>

8.4. PRICING SCHEDULE

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

Bidders must provide a detailed cost breakdown.

All prices must be VAT inclusive and quoted in South African Rand (ZAR).

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.

Bidders will be appointed per category; the RAF reserves the right to appoint a bidder for more than one category.

Important to note:

The number of records (rows) used for modelling is more than 5 million for Outstanding Claims Liability Valuations.

Eligible members for the Post-Retirement Medical Aid Subsidy Liability Valuations are approximately 100.

FIXED PRICING

Deliverables	YEAR 1	YEAR 2	YEAR 3	TOTAL
1. Inception Reports				
1.1. Outstanding Claims Liability Valuations	*R*	*R*	*R*	*R*
1.2. Medium-Term Budget Forecasting	*R*	*R*	*R*	*R*
1.3. Loss of Earnings Claims Quantification	*R*	*R*	*R*	*R*
1.4. Loss of Support Claims Quantification	*R*	*R*	*R*	*R*
1.5. Post-Retirement Medical Aid Subsidy Liability Valuations	*R*	*R*	*R*	*R*
2. Blind Parallel Modelling Reports				
2.1 Outstanding Claims Liability Valuations	*R*	*R*	*R*	*R*
2.2 Medium-Term Budget Forecasting	*R*	*R*	*R*	*R*
2.3 Loss of Earnings Claims Quantification	*R*	*R*	*R*	*R*
2.4 Loss of Support Claims Quantification	*R*	*R*	*R*	*R*
2.5 Post-Retirement Medical Aid Subsidy Liability Valuations	*R*	*R*	*R*	*R*
3. Quality Assurance Reports				
3.1 Outstanding Claims Liability Valuations	*R*	*R*	*R*	*R*
3.2 Medium-Term Budget Forecasting	*R*	*R*	*R*	*R*
3.3 Loss of Earnings Claims Quantification	*R*	*R*	*R*	*R*
3.4 Loss of Support Claims Quantification	*R*	*R*	*R*	*R*
3.5 Post-Retirement Medical Aid Subsidy Liability Valuations	*R*	*R*	*R*	*R*
4. Consolidated Recommendations & Roadmap	**R**	**R**	**R**	**R**
5. Management & Audit & Risk Committee Presentations	**R**	**R**	**R**	**R**
6. Project Close-Out Report	**R**	**R**	**R**	**R**
Total inclusive of VAT	**R**	**R**	**R**	**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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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.

i