

INVITATION TO BID

BID NO:
RAF/2025/00028

BID DESCRIPTION:
APPOINTMENT OF A SERVICE PROVIDER TO REDEVELOP RAF LEGACY CLAIMS APPLICATIONS FROM DESKTOP BASED TO WEB BASED APPLICATIONS FOR A PERIOD OF TWELVE (12) MONTHS.

PUBLICATION DATE: 18 AUGUST 2025

BRIEFING SESSION DATE AND TIME: 28 AUGUST 2025 @ 11:00 AM

A NON-COMPULSORY BRIEFING SESSION WILL BE HELD AT:

ROAD ACCIDENT FUND: HEAD OFFICE

**420 WITCH- HAZEL AVENUE, ECO-GLADES 2
CENTURION,0046**

CLOSING DATE: 16 SEPTEMBER 2025 @ 11H00 AM

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

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IMPORTANT NOTES:

1. Bid documents are available on the website (www.raf.co.za) at no cost.
2. Submission of Proposals
 - Bid responses must be placed in the tender box clearly marked with a tender number and description; and
 - Bidders are required to submit an original Bid Document/Proposal (Hard copy) and a soft copy of the Original Bid Document/Proposal.
 - The proposal must be deposited in the tender box situated at the reception of RAF at the below address:

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

3. Validity Period

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

4. Enquiries

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

Bid Enquiries: Bathabile Mahlangu

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

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **01 September 2025**

Publication date for Questions & Answers: **03 September 2025**

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

Important Notes:

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

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/2025/00028	CLOSING DATE:	16 SEPTEMBER 2025	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REDEVELOP RAF LEGACY CLAIMS APPLICATIONS FROM DESKTOP BASED TO WEB BASED APPLICATIONS FOR A PERIOD OF TWELVE (12) MONTHS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**ROAD ACCIDENT FUND (RAF)
ECO GLADES 2 OFFICE PARK**

420 WITCH-HAZEL AVENUE

CENTURION

0046

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	BATHABILE MAHLANGU	CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	bathabilem@raf.co.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:.....

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

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

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
--------------------------	----------	-------------	--

- 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

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

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
 R1t, R2t.. = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

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

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit 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.

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

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The 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 Participation 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 exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.
or
 - (c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of subparagraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content, whilst suppliers in respect of sub-paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, 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 a contract

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the dti with the information required, the following steps will be followed:
- a. The contractor and the dti will determine the NIP obligation;
 - b. The contractor and the dti will sign the NIP obligation agreement;
 - c. The contractor will submit a performance guarantee to the dti;
 - d. The contractor will submit a business concept for consideration and approval by the dti;
 - e. Upon approval of the business concept by the dti, the contractor will submit detailed business plans outlining the business concepts;
 - f. The contractor will implement the business plans; and
 - g. The contractor will submit bi-annual progress reports on approved plans to the dti.

4.2 The NIP obligation agreement is between the dti and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number

Closing date:

Name of

bidder.....

Postal address

.....

.....

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 or 90/10 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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or	10	5		

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

BID SPECIFICATION - APPOINTMENT OF A SERVICE PROVIDER TO REDEVELOP RAF LEGACY CLAIMS APPLICATIONS FROM DESKTOP BASED TO WEB BASED APPLICATIONS FOR A PERIOD OF TWELVE (12) MONTHS.

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 and there are various offices in Pretoria, Johannesburg, East London, Durban, and Cape Town. In line with implementation of its revised operating model, RAF is currently opening 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 will then be disqualified once the seven (7) working day period lapses.

3. BACKGROUND OF THE BID

The RAF Technology and Digital (T&D) Department aims to undertake a comprehensive re-development, including the design and architecture, of legacy claims applications. The Technology and Digital division has adopted a multi-cloud strategy. The RAF Strategy's focus is "System Modernisation," which strives to improve the RAF's service delivery to its internal and external stakeholders by introducing cutting-edge technology. This initiative is driven by the goal of transitioning desktop-based applications to web based applications. The rationale behind the redevelopment of these applications is to remove dependency on virtual desktop infrastructure (VDI) which is currently CITRIX® and to improve user experience.

The RAF seeks to appoint a qualified and experienced Information Technology (IT) services provider with a reputation of developing robust web applications. The source code (Visual Basic and .Net) of the legacy desktop applications will be shared with the successful service provider. The RAF is fully licensed on Microsoft products for development and code repository.

The redevelopment is aimed at modernizing the RAF desktop applications, providing a robust, scalable, and efficient application platform with the best functionalities. The RAF teams comprising of Enterprise Architecture, Cybersecurity, Quality Assurance, Applications Development, Business Analysis, Project Management, Change Management and Claims will oversee and validate the project activities.

The project aims include: -

1. The redeveloped applications should maintain existing functionality while capitalizing on flexibility and navigation features and best practices.
2. The configuration should be maintained and optimized where necessary to improve efficiency.
3. The data model will remain AS-IS, while the user interface will be optimized to enable better navigation and functionality of the systems.
4. The coding standards will be shared with the successful service provider.
5. The database schema for the applications must be followed and maintained.

6. The existing integrations should be maintained and enhanced where necessary.
7. The successful service provider will be assigned resources to work onsite (RAF Premises) as and when required.
8. The applications must cater for security and privacy by design.
9. The applications must be efficient and improve user experience.

4. SCOPE OF WORK

The suitable service provider will be required to redevelop, test and deploy legacy desktop applications. The initiative will consist of two parts, namely (a) development and release, and (b) post-implementation support and enhancements based on user feedback. Part (a) development and release must be completed within six to nine months, while part (b) will be the remaining period of the one-year contract. Total contract duration will be for a period of twelve (12) months. The RAF has 20 legacy desktop applications developed in Visual Basic 6, .Net Native & .Net Core. The core database utilized by the application is Informix and MS SQL. The current applications will be grouped into modules to reduce the current count of applications. All development work to be assigned to the service provider will purely be front-end and will utilize the middleware developed by the RAF team. The service provider will be required to deliver the Origination Module, Adjudication Module, Litigation Module and Post Settlement Module.

Middleware

- The middleware consisting of different RAF claims modules will be developed by the RAF internal team in conjunction with the successful bidder. This middleware will offer data exchange and business logic to the front-end interfaces which will be developed by the successful bidder for all the identified claims modules.
- The middleware will be developed using RESTful APIs, which will enable seamless integration with the web-based front-end claims modules.
- The front-end development work will be assigned to the successful bidder in a phased approach and will run concurrently for the defined claims modules but remains an integration point for all the modules.

Origination Module - See attached Annexure A

- Claims Registration Process
- Verification and Validation Process
- Merits Process
- Claim Estimate Process

Determinations/Adjudication Module - See attached Annexure A

- Claims View Process
- Offer Control Process
- Manual Payment Process
- Supplier Invoice Process
- Batch-R Process
- Claims Utility Process
- SB Batch Transfer Process
- Supplier Bulk Approval Process

Litigation Module - See attached Annexure A

- Vendor Rotation Process
- Claims Trial Register Process
- Legal Cost Management Process
- Writs Management Process

Post Settlement - See attached Annexure A

- Medical Invoice Process
- Caregiver Management Process
- Undertaking Management Process

The service provider will be required to provide and assign a competent team consisting of a Project Manager, Software Developers, Quality Assurance Testing Specialists, Business Analysts and a Solution / Applications Architect. The assigned team will work with the RAF internal teams to develop the front-end, middleware, and integration. The RAF will share with the service provider the source code and requirements for the applications and modules to be developed/combined when the project commences.

The scope of work includes the following: -

- 4.1 Project Management
- 4.2 Re-development of Legacy Desktop Claims Applications to Web based Applications
- 4.3 Quality Assurance Testing
- 4.4 Business Analysis
- 4.5 Handover of the Source Code, Configuration and Documentation

4.1 Project Management

The Service provider must provide a comprehensive project plan to deliver and complete the development and release (the project) within the defined period of six to nine months. The Service provider will then provide post-implementation support and maintenance for the remaining contract period. It is important to note that the project will utilize a continuous deployment approach, rather than a single, large release to minimize disruptions and project risks.

These releases and related granular details will be agreed between RAF and the successful bidder.

- **Resource Allocation:** Plan and allocate resources for detailed requirements gathering, business analysis (user stories), software development, testing activities, release and post-implementation support.
- **Project Plan:** Develop a project plan with detailed tasks and activities, resource allocation, time estimates, deliverable milestones to illustrate how it will achieve a project execution timeframe of six months.
- **Risk and Issue Management:** Maintain a risk register and an issue escalation matrix and proactively manage risks on the project

The project governance applied must comply with RAF Governance requirements. All project artifacts must be made available at any time to the team and internal audit for evaluation. The service provider must submit its project management framework / policy / standards and illustrate its approach to effective project management.

Activities	Description
Project Governance	<ul style="list-style-type: none">• Aligned to the RAF framework for managing and completing complex projects.
Project Planning	<ul style="list-style-type: none">• Draft the project plan to include resource and effort estimations.• Schedule resources and work optimally.• Provide the Project Initiation Documents (PID) – Project Charter.
Project Execution	<ul style="list-style-type: none">• Allow for team collaboration using Agile processes• Quickly respond to changes and business priorities and requirements.• Deliver working software (MVP) as quickly as possible.• Use Agile concepts such as Product backlog, Sprint planning, sprints, daily scrums and sprint reviews to effectively and efficiently manage workloads.

	<ul style="list-style-type: none"> • Define the relevant roles required to manage the project according to the RAF framework and the Agile execution. • Provide dashboards and progress charts to measure the teams productivity and development progress.
Project Close Out	<ul style="list-style-type: none"> • Prepare the relevant closeout documentation as per the RAF framework • Handover the project to support teams

4.2 Re-development of Legacy Desktop Applications to Web

The service provider will be required to develop the front-end interfaces of the defined modules. The service provider will follow the architectural design and technical design shared by the RAF team in each module. The development work will follow RAF defined development standards and the workflow of the current Legacy claims applications. The service provider needs to keep records of all programs in the application register and configuration management.

4.3 Quality Assurance

The service provider is expected to deliver application testing and quality assurance (QA) services using Azure DevOps platform to coordinate QA activities, including but not limited to the following:

Functional Testing

- Functional testing: Validate that application functionalities operate as intended, ensuring alignment with the AS-IS application and compliance with defined business rules.
- Integration testing: Ensure seamless integration between defined integration points on modules and other systems, where integration exists.
- System testing: Verify the overall behaviour and stability of the modules developed inline with their defined scope of execution.
- Regression testing: Confirm that new developed modules function inline with the business rules of the current RAF claims workflow.
- User Acceptance Testing (UAT): To validate that the newly developed modules meet end-user and business expectations (as verified by the RAF development and QA testing teams).
- Documentation: Provide detailed test plans, test cases, and reports for all redeveloped applications.
- Defect management: Document, track, and manage issues using defect management tools, working closely with RAF Project management team, Application team, Quality assurance team and other development teams to ensure timely resolution of identified defects.

Non - Functional Testing

- Automation Testing - Identify areas suitable for automation and develop automated test scripts using the appropriate tools. Continuously maintain and improve the automated test suites to ensure efficiency and coverage.
- Audit Trails - The solution must record all application activities in a secure audit log that is protected from tampering, unauthorised modification/erasure, or deletion. The following details must be recorded in audit logs at a minimum: User ID, Timestamp, System identity/source, Type of activity.
- Compliance - Compliance with data protection regulations such as POPIA, GDPR, and HIPAA is mandatory to safeguard RAF's claimant privacy and adhere to legal and ethical standards.
- Data Protection – The solution must enforce data protection controls, such as data encryption at rest and in motion and use of secure protocols between endpoints.
- Usability and User experience - The solution must prioritise usability and user experience, ensuring ease of navigation for professionals of varying technical expertise.
- Performance Testing - Perform performance testing to validate that the application meets the defined performance standards and requirements, ensuring optimal system performance under varying load conditions.
- Defect Management: Document, track, and manage issues using defect management tools, working closely with RAF Project management team, Application team, Quality assurance team and other teams to ensure timely resolution of identified defects.

The service provider is expected to deliver the following testing artifacts:

- Project's test plans
- Test cases
- Test scripts (for automation and performance testing)
- Test results
- Defects reports
- Test summary reports

4.4 Business Analysis

The service provider must provide business analysis services that include, but are not limited to the following:

- Elicit and document Business and Functional requirements specifications for the development of the front-end (presentation layer that the users interact with) modules identified.

- Create user stories linked to the requirements specification in Azure DevOps.
- Define what data/ information will flow between the front-end and the middleware for each module.
- Assess existing systems and business processes to identify inefficiencies and improve user experience while maintaining the current functionality.
- Assist with User Acceptance Testing (UAT).

4.5 Create architecture artefacts including the following

- Applications architecture detailing the components and descriptions of each application component.
- Information and data architecture showing the flow of information between application components and the backend database.
- Technology architecture detailing the technology the application development is performed on.
- Integration architecture artefacts describing the integration points for each application (integrations into the application and outward integration points where applicable).
- Any other architecture artefacts produced during the application development.

4.6 Handover of the Source Code, Configuration and Documentation

The project manager must ensure that the development team check-in source code into the RAF Azure DevOps repository which will be shared with the project during the course of application development. The new configuration and documentation should be stored in the project documents repository. Updated configurations and documentation should have version control.

4.7 Security and Privacy

Given the sensitive nature of RAF's health and financial information, the applications must be designed to ensure security and privacy. The service provider must provide details of how they will design the applications with security and privacy requirements as part of the proposal. The following requirements should be a minimum guidance:

- The application must have robust security measures, including user authentication, role-based access controls, encryption, and audit trails, to protect sensitive data from unauthorized access, breaches, and cyber threats.
- The application must support RAF's central authentication controls, including multi-factor authentication and single sign-on.
- All privileged accounts must have an added layer of authentication (Multi-Factor Authentication) and use the recommended Privileged Access Management process for monitoring and risk mitigation.

- The solution must be able to enforce access control based on the least privilege principle and allow for granular role-based access control in line with RAF's segregation of duties and Identity and Access Management processes.
- Session management controls must be designed into all system components to safeguard against session hijacking and session replay attacks.
- The solution must enforce the "segregation of duties" principle for sensitive / critical processes.
- The solution must allow for a seamless review of access rights and authorization granted to system users/services.
- The solution must be designed with integrity controls to ensure that the information's accuracy, reliability, completeness, and correctness are protected from unintentional and/or unauthorized alteration/modification
- The solution must also provide integrity protection for data creation/addition, modification, and deletion.
- Secure design and development principles must be factored into all system interfaces and integration points with end users, RAF third parties, and integrated systems.
- These controls should cover the following:
 - Validation of all inputs and sanitisation based on acceptable and expected inputs (range checks, invalid characters, lower and upper volume limits, mandatory fields, correctness, and completeness) to prevent data corruption.
 - Validation of all outputs based on acceptable and reasonable output values (plausibility checks and reconciliation controls)
 - Ensuring that error and exception reporting/messages do not inadvertently disclose sensitive information.
 - Secure architecture design that segregates major system components (e.g., Front-end, Application, and Data layers).

Data Protection, Encryption, Obfuscation and Tokenisation.

- The applications must enforce data protection controls, such as data encryption at rest and in motion and in use to safeguard sensitive and transactional data against unauthorised access and leakage.
- Database components must provide for granular field/column obfuscation/tokenisation to provide additional safeguards against insider threats and privileged users unnecessarily

accessing highly sensitive data on databases.

- The service provider must support RAF in enforcing field-level encryption, such as encrypting ID numbers and passwords inside a record.
- The solution must enforce secure management channels by default, with no clear-text protocols used for management/administration processes.
- Secure authentication and accountability controls must be enforced on critical system processes/activities to ensure non-repudiation of transactions/activities.

Audit Trails

- The application must record all activities in a secure log file that is protected from tampering, unauthorized modification/erasure, or deletion.
- Where sensitive data is recorded in audit logs, the audit logs must not be stored in clear text, and access must be allowed only to authorized personnel.
- The following details must be recorded in audit logs at a minimum: (User ID, Timestamp, System identity/source where available, Nature of the Activity/Transaction, Changes to system configuration, user details, Privilege use)
- The solution must also support the forwarding of security events/logs to an external security incident and events management solution.

Compliance

- Compliance with data protection regulations such as Protection of Personal Information Act (POPIA), General Data Protection Regulations (GDPR), and Health Insurance Portability and Accountability Act (HIPAA) is mandatory to safeguard RAF's claimant privacy and adhere to legal and ethical standards.
- The solution must comply with all relevant legal and regulatory requirements for healthcare systems, including, but not limited to, POPIA, GDPR, and HIPAA.
- The service provider must provide as part of the proposal how they will design the application to fulfil privacy requirements.

5. REQUIRED RESOURCES

The service provider must provide, at a minimum, the following resources for the project. The service provider must indicate the number of resources in each competency area and submit the CVs of all candidates.

- Project Manager (X1)
- Software Developers (X6)
- Quality Assurance Testing Specialists (X3)

- Business Analysts (X2)
- Solution / Applications Architect (X1)

6. DELIVERABLES

Project Management Deliverables

- Project approach must be Agile Project Management Methodology.
- Minimum Viable Product (MVP) will be a fully functional module.
- The project (solution development and deployment to production) must be delivered within six to nine months, the service provider must indicate how this will be achieved in the detailed project plan.
- The service provider must include in their proposal, a detailed project plan.
- The project must deliver user stories, test results, business requirement specifications, enterprise architecture documents, risk and issue registers, at a minimum. The service provider must submit a list of project artifacts it will produce and deliver to RAF.

Modules

- The modules may be developed and delivered concurrently in order to meet the project end date.
- Each stream will have different number of sprints, and the duration will differ.
- Each module will have RAF resources allocated to work alongside service provider resources. The service provider must provide a proposal on how this collaboration will work.

7. SERVICE PROVIDER RESPONSIBILITIES

- **Project Management:**
Manage project timelines, milestones, and deliverables, including coordinating with relevant client stakeholders. Provide project progress report as and when required. Manage risk and issues as they arise. Comply with RAF project management framework and deal with non-performance during the project execution
- **Application Development and Unit Testing**
Ensure the redeveloped desktop applications follow RAF defined development standards and have optimized functionalities to fulfil end user expectations.
- **Quality Assurance and Testing:**
Conduct testing to ensure that the system operates according to specifications, including user acceptance testing (UAT) and quality assurance checks.

- **System Implementation and Configuration:**

Ensure the redeveloped desktop applications are set up according to the client's specifications, configuring, customized interfaces, and testing functionalities.

- **Documentation:**

Share guidelines and necessary technical documentation to the RAF development team in line with the redeveloped application.

- **Compliance and Security:**

Ensure that the redeveloped applications adhere and comply to data protection, security, and industry-specific regulatory requirements. The developed application should not have security loopholes.

8. RAF RESPONSIBILITIES

- **Project Management:**

Evaluation of project progress and reporting. Collaborate on resolution of risk and issues raised during project execution. Enforce and hold the service provider accountable for the project delivery. Manage project timelines, milestones, and deliverables, including coordinating with relevant client stakeholders and reporting progress.

- **Requirements Definition:**

Clearly outline functional and technical requirements for the desktop applications, providing the service provider with necessary technical design, documentation, functionality of the existing system, and specifications. etc,

- **Quality Assurance Testing and Validation:**

Conduct and sign-off on quality assurance testing and validation to ensure that the system operates according to specifications, including user acceptance testing (UAT) and quality assurance checks

- **Access to Systems and Data:**

Ensure that the service provider has the required access to existing systems in the QA environment, data, and facilities for the redevelopment project.

- **Project Stakeholders and Resources:**

Designate key stakeholders for decision-making and provide any necessary internal resources, such as subject matter experts (SMEs), to collaborate with the service provider.

- **Feedback and Approval:**

Review and approve deliverables at each project phase, providing timely feedback to maintain project timelines.

- **System Acceptance and Validation:**

Perform final system acceptance tests, verifying that the system meets all outlined requirements, AS-IS functionality and validate the solution before deployment.

- **Change Management and Internal Communication:**

Lead change management efforts within the organization to prepare staff for the new redeveloped applications and communicate project timelines.

- **Data and User Security Policies:**

Ensure compliance with organizational data governance policies, such as access controls, user authentication, and internal data handling practices.

9. PENALTIES AND REMEDIES

The RAF reserves the right to request the service provider to immediately change the resource due to non-performance. The resources allocated for development are required to adhere and meet defined delivery milestones. The performance will be aligned to the approved project plan.

The measure for output of work will be based on the claims module and will be managed through the identified work items in the project plan. The successful bidder will be responsible for making sure that their allocated resource(s) perform and deliver work items as defined in the project plan. Should there be any delays or missed targets, the service provider must make plans to recover the lost time to restore the project plan to its original schedule.

Billing will be approved after each module is successfully completed, and the service provider's quality assurance testing report, in conjunction with the RAF Quality Assurance department, will confirm this.

10. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process shall be conducted under the following phases:

Phase 1: Initial Screening Process—At this phase, Bidders' responses are reviewed to determine whether they have responded according to the RAF RFB document. NB: Non-compulsory Briefing session.

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 to Mandatory Requirements. Bidder(s) who met 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 75 points out 100 points allocated at Technical Evaluation will be further evaluated in the Price and Specific Goals.

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

10.1 MANDATORY REQUIREMENT (PHASE 2)

All bidders who do not comply with the mandatory requirements will be disqualified and will not be considered for further evaluation on the functional requirements.

Bidders must indicate by ticking (✓) the correct box indicating that they Comply OR Do not Comply.

10.1.1	Compliance with Original Equipment Manufacturer (OEM)	Comply	Not Comply
	<p>The service provider(s) must be accredited by the Microsoft (OEM) as a Solutions Partner for Business Applications.</p> <p>Note: The bidder must supply valid documentary proof in the form of an OEM Accreditation Letter or Certificate or any other as provided by the OEM.</p> <p>NB: The RAF reserves the right to verify the validity of the OEM certificate or letter or supplied documentary proof. OEM certificates/letters/documentary proof that are no longer valid (expired before the closing date of this bid) will not be accepted.</p> <p>Bidders are required to ensure that their status with the OEM remains valid for the duration of the contract period. In the case where the bidder's status becomes invalid during the contract period, the RAF reserves the right to terminate the contract.</p>		
10.1.2	Presence in South Africa	Comply	Not Comply
	<p>The service provider must have presence within the borders of South Africa.</p> <p>The service provider must submit valid proof of address in the form of a lease agreement or utilities bill (a bill not older than three (3) months). The valid proof of address submitted must be in the name of the bidder / director.</p> <p>NB: The RAF reserves the right verify / seek clarity on the submitted proof of address.</p>		

10.2 TECHNICAL / FUNCTIONAL CRITERIA (PHASE 3)

Functionality is equal to a total of 100 points. The minimum threshold is 75 points. Bidders who score less than 75 points on functionality will be disqualified for further evaluation.

10.2.1	SERVICE PROVIDER'S EXPERIENCE IN SYSTEM IMPLEMENTATION	POINTS																												
	<p>Bidders must have successfully completed a minimum of three full stack Microsoft Web Applications with over 1000 users in both intranet and internet platforms at three different organizations.</p> <p>Please note: Any missing information for a client will result in that client reference being disqualified. RAF will verify the information with the referenced clients.</p> <p>Bidders are required to provide a table with the required information as shown below:</p> <table><tr><th>Client name and contact information</th><th>Project Name</th><th>Project Completion date</th><th>Solution Scope (high level)</th></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table> <p>NB: Provide the date, month, and year for the contract durations above.</p> <table><tr><th colspan="2">Experience: Scoring Matrix</th></tr><tr><th>Number of projects completed</th><th>Score</th></tr><tr><td>Less than three projects</td><td>0</td></tr><tr><td>Three projects</td><td>10</td></tr><tr><td>Four projects</td><td>15</td></tr><tr><td>More than four projects</td><td>20</td></tr></table> <p><u>Please Note:</u></p> <ul style="list-style-type: none">• If the RAF cannot independently validate the client reference submitted by the service provider, the service provider will be engaged to facilitate the validation.• The bidder is expected to complete the table above in full, if the table is not completed in full, the reference will not be considered for point allocation.• Please provide accurate contact details of the client’s representative(s).	Client name and contact information	Project Name	Project Completion date	Solution Scope (high level)													Experience: Scoring Matrix		Number of projects completed	Score	Less than three projects	0	Three projects	10	Four projects	15	More than four projects	20	20
Client name and contact information	Project Name	Project Completion date	Solution Scope (high level)																											
Experience: Scoring Matrix																														
Number of projects completed	Score																													
Less than three projects	0																													
Three projects	10																													
Four projects	15																													
More than four projects	20																													

10.2.2	EXPERIENCE OF THE PROJECT TEAM	70										
	<p>The successful bidder is expected to assemble an experienced project team to implement and manage the project effectively. At a minimum, the bidder must provide the following:</p> <p>1. Project Manager’s Experience (10 points)</p> <p>The Project Manager must have at least Ten (10) years of experience as a Project Manager and must have successfully implemented a minimum of Five (5) projects for Web implementations. The Project Manager must have a minimum of NQF 6 and certified in Project Management Professional (PMP) or Agile Methodology.</p> <p>Proof: A summary of the project manager's CV detailing personal information, qualifications, work experience, and references.</p> <p>NB: Years of experience must be provided by date, month, and year for start and end periods.</p> <p>Please Note: If the service provider cannot meet the requirements to assign the allocated resources as per the submitted CV for this bid as per the requirement above (the resource that was scored for this bid), the service provider must replace them with similar or more experienced resource (s).</p> <table><tr><th colspan="2">Project Manager’s Experience: Scoring Matrix</th></tr><tr><th>Number of Projects</th><th>Score</th></tr><tr><td>Less than five projects</td><td>0</td></tr><tr><td>Five projects plus the following minimum requirements:<ul style="list-style-type: none">• Must have at least Ten (10) years of experience as a Project Manager.• Must have a minimum of NQF 6 and certified in Project Management Professional (PMP) or Agile Methodology.</td><td>6</td></tr><tr><td>More than five projects plus the following minimum requirements:<ul style="list-style-type: none">• Must have at least Ten (10) years of experience as a</td><td>10</td></tr></table>	Project Manager’s Experience: Scoring Matrix		Number of Projects	Score	Less than five projects	0	Five projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least Ten (10) years of experience as a Project Manager.• Must have a minimum of NQF 6 and certified in Project Management Professional (PMP) or Agile Methodology.	6	More than five projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least Ten (10) years of experience as a	10	
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More than five projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least Ten (10) years of experience as a	10											

Project Manager.

- Must have a minimum of NQF 6 and certified in Project Management Professional (PMP) or Agile Methodology.

2. Technical team member's experience (Lead Developer x 1): (10 points)

The **Lead Developer** must have at least ten (10) years of experience and must have successfully implemented a minimum of three (3) Web based projects on Microsoft Platform. The consultant must have a minimum of NQF 6 and must have Microsoft certified developer certification.

The developer must reflect the following in their CV's:

- Thorough understanding of Client Server and Object-Oriented environments.
- Understanding of Microsoft Office SharePoint Server is an added advantage.
- Experience in writing Application Integration Programs.
- Knowledge of Web Services.
- Understanding of Service Oriented Architecture.
- Experience in UML.
- Exposure to Microsoft Office SharePoint Server.

Proof: A summary of the **Lead Developer's** CV detailing personal information, qualifications, work experience, and references.

NB: Years of experience must be provided by date, month, and year for start and end periods.

Please Note: If the service provider cannot meet the requirements to assign the allocated resources as per the submitted CV for this bid (the resource that was scored for this bid), the service provider must replace them with similar or more experienced resource (s).

Lead Developer (1)

Lead Developer's Experience: Scoring Matrix	
Number of Projects	Score
Less than three projects	0
Three projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least ten (10) years of experience.• Must have a minimum of NQF 6	6

and must have Microsoft certified developer certification.	
More than three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least ten (10) years of experience. • Must have a minimum of NQF 6 and must have Microsoft certified developer certification. 	10

3. Technical team member's experience (Software Developers x 5): (25 points)

The **Software Developers** must each have at least five (5) years of experience and must have successfully implemented a minimum of three (3) projects developing web applications using Microsoft products. The Software Developers must have a minimum of NQF 6 and must be a Microsoft certified developer.

Proof: A summary of the **Software Developer's** CV detailing personal information, qualifications, work experience, and references.

NB: Years of experience must be provided by date, month, and year for start and end periods.

Please Note: If the service provider cannot meet the requirements to assign the allocated resources as per the submitted CV for this bid (the resource that was scored for this bid), the service provider must replace them with similar or more experienced resource (s).

Software Developer (1)

Software Developer's Experience: Scoring Matrix	
Number of Projects	Score
Less than three Projects	0
Three Projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 and must be Microsoft certified developer. 	3
More than three Projects plus the following minimum requirements:	5

- Must have at least five (5) years of experience
- Must have a minimum of NQF 6 and must be Microsoft certified developer.

Software Developer (2)

Software Developer's Experience: Scoring Matrix	
Number of Projects	Score
Less than three projects	0
Three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 and must be Microsoft certified developer. 	3
More than three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 and must be Microsoft certified developer. 	5

Software Developer (3)

Software Developer's Experience: Scoring Matrix	
Number of Projects	Score
Less than three projects	0
Three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 and must be Microsoft certified developer. 	3
More than three projects plus the	5

following minimum requirements:

- Must have at least five (5) years of experience.
- Must have a minimum of NQF 6 and must be Microsoft certified developer.

Software Developer (4)

Software Developer's Experience: Scoring Matrix

Number of Projects	Score
Less than three projects	0
Three projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must be Microsoft certified developer.	3
More than three projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must be Microsoft certified developer.	5

Software Developer (5)

Software Developer's Experience: Scoring Matrix

Number of Projects	Score
Less than three projects	0
Three projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must be Microsoft certified developer.	3

More than three projects plus the following minimum requirements:

- Must have at least five (5) years of experience.
- Must have a minimum of NQF 6 and must be Microsoft certified developer.

5

4. Technical team member's experience (Software Testing Specialist x 3): (15 points)

The **Quality Assurance Testing Specialist** must each have at least five (5) years of experience and must have experience testing applications with integration functionalities and must have worked on a minimum of three (3) projects. The consultant must have a minimum of NQF 6 and must be certified with ISTQB Foundation level.

Proof: A summary of a **Quality Assurance Testing Specialist's CV** detailing personal information, qualifications, work experience, and references.

NB: Years of experience must be provided by date, month, and year for start and end periods.

Please Note: If the service provider cannot meet the requirements to assign the allocated resources as per the submitted CV for this bid (the resource that was scored for this bid), the service provider must replace them with similar or more experienced resource (s).

Quality Assurance Testing Specialist (1)

Quality Assurance Testing Specialist Experience: Scoring Matrix

Number of Projects	Score
Less than three projects	0
Three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 and must be certified with ISTQB Foundation level. 	3

More than three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 and must be certified with ISTQB Foundation level. 	5
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Quality Assurance Testing Specialist (2)

Quality Assurance Testing Specialist Experience: Scoring Matrix	
Number of Projects	Score
Less than three projects	0
Three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience • Must have a minimum of NQF 6 and must be certified with ISTQB Foundation level. 	3
More than three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 and must be certified with ISTQB Foundation level. 	5

Quality Assurance Testing Specialist (3)

Quality Assurance Testing Specialist Experience: Scoring Matrix	
Number of Projects	Score
Less than three projects	0
Three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 	3

and must be certified with ISTQB Foundation level.	
More than three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 and must be certified with ISTQB Foundation level. 	5

5. Technical team member's experience (Business Analysts x 2): (10 points)

The **Business Analysts** must each have at least five (5) years of experience and must have successfully implemented a minimum of three (3) Web based projects. The consultants must each have a minimum of NQF 6 and must have Business Analysis certification.

Proof: A summary of the **Business Analyst's** CV detailing personal information, qualifications, work experience, and references.

NB: Years of experience must be provided by date, month, and year for start and end periods.

Please Note: If the service provider cannot meet the requirements to assign the allocated resources as per the submitted CV for this bid (the resource that was scored for this bid), the service provider must replace them with similar or more experienced resource (s).

Business Analyst (1)

Business Analyst's Experience: Scoring Matrix	
Number of Projects	Score
Less than three projects	0
Three projects plus the following minimum requirements: <ul style="list-style-type: none"> • Must have at least five (5) years of experience. • Must have a minimum of NQF 6 and must have Business Analysis certification. 	3
More than three projects plus the following minimum requirements:	5

	<ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must have Business Analysis certification.												
	Business Analyst (2)												
	<table><tr><th colspan="2">Business Analyst's Experience: Scoring Matrix</th></tr><tr><th>Number of Projects</th><th>Score</th></tr><tr><td>Less than three projects</td><td>0</td></tr><tr><td>Three projects plus the following minimum requirements:<ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must have Business Analysis certification.</td><td>3</td></tr><tr><td>More than three projects plus the following minimum requirements:<ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must have Business Analysis certification.</td><td>5</td></tr></table>			Business Analyst's Experience: Scoring Matrix		Number of Projects	Score	Less than three projects	0	Three projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must have Business Analysis certification.	3	More than three projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must have Business Analysis certification.	5
Business Analyst's Experience: Scoring Matrix													
Number of Projects	Score												
Less than three projects	0												
Three projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must have Business Analysis certification.	3												
More than three projects plus the following minimum requirements: <ul style="list-style-type: none">• Must have at least five (5) years of experience.• Must have a minimum of NQF 6 and must have Business Analysis certification.	5												
10.2.3	Project Implementation Plan and Methodology		10										
	As part of the proposal, Bidders must submit a detailed project plan with activities, milestones, timelines, and resources necessary to complete the project on time, supported by an implementation methodology. This project plan and implementation methodology must cover phases as outlined in the phased approach with their related timelines and critical paths.												

	Scoring Matrix		
	Project Implementation Plan and Methodology	Score	
	Implementation methodology and project plan not provided. OR The implementation methodology and project plan does not address all the items listed below: <ul style="list-style-type: none"> • Clear timelines • Milestones • Integration with other modules • Resource assignments • Pilot testing • Rollout plan 	0	
	The implementation methodology and project plan addresses all the items listed below: <ul style="list-style-type: none"> • Clear timelines • Milestones • Integration with other modules • Resource assignments • Pilot testing • Rollout plan 	10	
Total			100
Minimum Threshold			75

NB:

- Client references letter/completion certificates mentioned above can be combined or separated depending on the work performed, both will be considered however if combined, the letter/certificate should depict all sections required.
- Bidders who score a minimum threshold of **75 out of 100** points for Technical/Functional Criteria will be considered for Price and Specific Goals.

10.3 SPECIFIC GOALS

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

Evaluation Criteria				Points
1.	Price			80/90
2.	Specific Goals			20/10
	#	Specific Goal	Proof	Points Allocation
	1	South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum 51% ownership or more)	CSD Report	10 or 5
	2	Women (Minimum 51% ownership or more)	ID copy / CSD report	8 or 4
	3	Persons with disabilities (Minimum 51% ownership or more)	Valid medical certificate issued by an accredited medical practitioner	2 or 1
Total				100

10.4 PRICING SCHEDULE

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

NB: PLEASE PROVIDE A COST BREAKDOWN FOR EACH DELIVERABLE ON A SEPARATE PAGE WITH NO TERMS AND CONDITIONS.

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

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

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

FIXED PRICING

NOTE: Please consider the output of the analysis as it may impact the scope (all items resulting from the business analysis will automatically be in scope)

Solution Description	Total Price (VAT. Included)
Project Management Services	R
Origination Module	R
Claims Determination Module	R
Litigation Module	R
Post-Settlement Module	R
Documentation and Handover	R
Support and Maintenance (as per paragraph 4.1)	R
Total	R

Rates Table: The rates required on the table below are for information purposes only and will not form part of the evaluation.

Resource	Rate per Hour
Project Manager	R
Lead Developer	R
Software Developers	R
Software Testing Specialists	R
Business Analysts	R
Solution / Applications Architect	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
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5. Use of contract documents and information; inspection
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8. Inspections, tests and analysis
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10. Delivery and documents
11. Insurance
12. Transportation
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15. Warranty
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.