

INVITATION TO BID

BID NO:
RAF/2026/00009

BID DESCRIPTION:
THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT AN EXPERIENCED
AND SUITABLE SERVICE PROVIDER FOR GUIDEWIRE AND INTELLIGENT
DATA PLATFORM (IDP) MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE
(5) YEARS

Publication date: 19 March 2026

Non - compulsory briefing Session: **26 March 2026 @ 11:00 am**

Non-compulsory briefing session will be held Physically on:

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

Closing date: **10 April 2026 @ 11:00 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 and a soft copy (PDF) of their original Bid Document/Proposal in a USB.
 - 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: Matome Ramathoka

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

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **31 March 2026**

Publication date for Questions & Answers: **03 April 2026**

Questions and Answers will be published on the RAF website.

Important Notes:

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

MANDATORY/ LEGISLATIVE REQUIREMENTS

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

Returnable Documents / Information	Check list ✓ Tick each box
SBD 1: Completed, attached and signed	
SBD 3.1 or 3.2 or 3.3 Completed, attached and signed	
SBD 4: Completed, attached and signed	
SBD 5: Completed, attached and signed	
SBD 6.1: Completed, attached and signed	
Proof of Construction Industry Development Board (CIDB) registration, if applicable.	
Specification document	
General Condition of contract	
Provide Tax TCS Pin to verify Tax Status: Attached (In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.)	
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. If any specific SBD is not submitted, documentary proof, clearly stating the reason must be attached.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RAF/2026/00009	CLOSING DATE:	10 April 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR GUIDEWIRE AND INTELLIGENT DATA PLATFORM (IDP) MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Road Accident Fund (RAF) Eco Glades 2 Office Park					
420 Witch-Hazel Avenue					
Centurion					
0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Matome Ramathoka		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	matomer@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
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-

- 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.

*Delete if not applicable

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,

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.

including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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

SBD:5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996.

The NIP Policy and Guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (dti) is charged with the responsibility of administering:

1 PILLARS OF THE PROGRAMME

1.1

The NIP obligation is benchmarked against the imported content of the contract. Any contract having an imported content equal to or exceeding US\$10 million or other currency equivalent to US\$10 million will have an NIP obligation. This threshold of US\$10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.
or
- (c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.

1.2

The NIP obligation applicable to suppliers in respect of subparagraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content, whilst suppliers in respect of sub-paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3

To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners, or suppliers

1.4

A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1

In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million, submit details of such a contract to the dti for reporting purposes.

2.2

The purpose for reporting details of contracts in excess of the amount of 10 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

.....

.....

SBD 6.1

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (minimum 51% ownership or more)	5	10		
Women (minimum 51% ownership or more)	4	8		
Persons with disabilities (minimum 51% ownership or more)	1	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number: _____

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company

- (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

BID SPECIFICATION - APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GUIDEWIRE AND INTELLIGENT DIGITAL PLATFORM (IDP) MAINTENANCE & SUPPORT FOR A PERIOD OF FIVE (5) YEARS.

1. BACKGROUND OF THE ROAD ACCIDENT FUND

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

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

2. SPECIAL INSTRUCTIONS TO BIDDERS

- 2.1.** The bidder must be an eligible, registered service provider in terms of the applicable laws of the country.
- 2.2.** The bidder must have a business continuity management plan, which must be available for inspection by the RAF during the subsistence of rendering services to the RAF.
- 2.3.** The Evaluation Criteria that were published with a Request for Bids will be used to assess bidders' responses and no amendments are allowed 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)
 - That the bidders' tax status is compliant with the South African Revenue Service (SARS). In cases where the recommended bidder is non-compliant with SARS, the bidder will be allowed

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

3. BACKGROUND OF THE BID

The Road Accident Fund (RAF) has embarked on a digital transformation journey to increase the efficiency and effectiveness of the processes, capabilities and overall operating models. To continue delivering value to claimants, the RAF is currently implementing the Integrated Claims Management Solution (ICMS), which went live with release 1 in October 2024. Release 2 is planned to be completed on the 31 March 2026, it has four sprints, with two which is already completed.

The Integrated Claims Management Solution comprises the following systems

- Guidewire ClaimCenter, CustomerEngage, VendorEngage, ContactManager, Predictive Analytics Platform deployed on the Amazon Web Services (AWS);
- Intelligent Data Platform (IDP) which is the Reporting & Data Warehouse built on the Microsoft Azure Business Intelligence and deployed on the Microsoft Azure
- Updraft Legal Claims Settlement Solution as a software-as-a-service solution deployed on the Oracle Cloud Infrastructure (OCI)
- Guidewire solution integrate with SAP for payment processing.

As part of the strategy, the RAF has developed a digital roadmap and cloud migration strategy. Several key projects are being prioritised and executed. These projects are at various stages in the lifecycle; some of which have appointed technology implementation partners.

3.1. Project Requirements and Objectives

The purpose of this request for bid (RFB) is to select a suitable service provider who will be responsible for operating and managing end-to-end ICMS application support, including a help desk for the L2, L3 & and L4 for the RAF. The incumbent was appointed as the application developer is currently implementing the solution.

Annexure C provides the detailed architecture model of the ICMS application. The onboarding of the AWS and Microsoft Cloud Infrastructure Managed Service Support is completed.

The broad definition of L1, L2, L3 and L4 support is defined as below, which would include the following, but not limited to.

IT Support Level	Support Methodology
Level 1 (L1) – Helpdesk	<p>This is the first-line basic help desk resolution and service delivery support for all incidents raised by users. It involves direct contact with users to solve usage problems, log, assess, and stream Support Tickets, and offer immediate assistance to users.</p> <ul style="list-style-type: none"> • First point of interaction for registered end users • Addressing technical queries and providing required guidance to users on the use of ICMS. • Interface for end users for incident reporting. • Handling user access-related requests. <p>If no solution is available, L1 personnel escalate incidents to L2.</p>
Level 2 (L2) – Technical Support	<p>This is a more in-depth technical support than L1 and therefore requires experienced and knowledgeable technicians to assess issues and provide solutions for problems that cannot be handled by L1. It would be involved in restoring services without changing the original design configurations and codes</p> <ul style="list-style-type: none"> • Accepting escalations from L1. • Triage incident & L2 issue diagnosis & tracking. • Conducting detailed investigations using tools, scripts, configuration changes, and data fixes. • Guiding L1/end users on technical problems. • Continuously coaching L1 Team for any change/update as a part of their Change Management process, and • Escalate and assign events, faults, issues, incidents and problems to L3, where an application fix is required <p>If no solution is available, L2 personnel escalate incidents to a L3.</p>

IT Support Level	Support Methodology
Level 3 (L3)	<p>This is a more an expert product and service support which requires subject matter expert who are not involved in day-to-day operations. Their involvement arises out of escalation from L2 support or initiation of Change Request.</p> <ul style="list-style-type: none"> • Accept escalations from L2 and assist them in restoring services; • Troubleshooting and Configuration related to architecture and design; • Handling database related incidents; • Create and provide patches and code fixes for Restoration of Services; • Coordinate with the Cloud Manage Service Infrastructure Support • Collaborate with RAF Governance & Release & Change Management • Provide update packages to customize codes; • Escalate and assign events, faults, issue and incidents to Level 4), if it relates to Original Application Manufacturers product; • Thorough testing of application patches received from Original Application Manufacturers before pushing them into the production environment and • Implement change requests and enhancements to application <p>If no solution is available, L3 personnel escalate incidents to a L4.</p>
Level 4 (L4)	<p>Any other support which requires a L4 support would be routed to the Original Application Manufacturers. In this case, Guidewire, Microsoft and the incumbent.</p>

This RFB is not an offer by RAF, but an invitation to receive responses with the estimated cost from the eligible Service Provider (SP). No contractual obligation whatsoever shall arise from the RFB process unless and until a formal contract is signed and executed by duly authorized officers of RAF with the SP.

4. SCOPE OF WORK

The central objective is the establishment and management of the ICMS Application Support Centre for the RAF. Initially, this will incorporate a 12X5 support framework, which will eventually be expanded to a comprehensive 24X7 Helpdesk/Service Desk to address end-user queries and service requests. The initiation of support will be triggered by incidents or service requests logged via Ivanti or any other RAF ITSM tool through a web portal, phone call, email or event correlation and monitoring. The RAF ITSM tool will serve as the first line of interaction for end-users facing any ICMS-related issues, covering both functionality and general application queries. The Bidder's responsibilities include seamless integration of the RAF ITSM tool with their own ITSM tool to ensure efficient operations of both the Helpdesk/Service desk and application support for the ICMS solution.

4.1. Deliverables:

1. Establish and operate the ICMS Application Support Competency Centre.
2. Assisting in the overall evaluation of Guidewire and Insurance Suite component product offerings (current and emerging).
3. Assisting with the development of system planning roadmaps and mapping to Guidewire and Insurance Suite product rollout strategies to RAF's technology environment.
4. Provide support readiness and execution assessments with regular progress updates.
5. Planning related to the update of business, application, technical, data and security architecture maps for Insurance Suite.
6. Conducting assessments and long-term planning of Insurance Suite infrastructure.
7. As part of the ongoing major and minor enhancements, the service provider is required to proactively initiate and lead changes (technical/business) to optimise the solution
8. Plan for the integration of ICMS and (Legacy Claims Systems, Medical Systems, Customer Relationship Management and Legal Management System) and external applications, systems or information services.
9. Plan for data migration associated with the performance of activities to move data from legacy or third-party systems
10. Integrate the RAF's ITSM tool with the Bidder's ITSM system or leverage the RAF ITSM tool (subject to commercial agreement).
11. Integrate with Azure DevOps, JIRA, and Bitbucket.
12. Migration of project data, including code, user stories, test cases and defect logs.
13. Provide ongoing major and minor enhancements and support for various software components, including Guidewire products (Claim Center, Customer Engage, Vendor Engage, Contact Manager, Predictive Analytics Platform) or the SaaS equivalent once RAF transitions towards

SaaS.

14. Provide ongoing enhancements and support for the Intelligent Data Platform (Reporting and Data Warehouse), which is based on the Microsoft Azure Enterprise Data Warehouse platform.
15. The support should follow the adopted project management methodology, which includes constructing scrum boards, defining user stories, and testing the implemented changes.
16. Assist with migration/upgrade to SaaS.
17. Provide estimate, forecast and work plan assistance using Agile and Continuous Delivery methods.
18. Define and incorporate continuous integration into the development architecture.
19. Provide tools and accelerators to streamline version upgrade activities.
20. Provide plans of information security controls and any development assistance.
21. Provide training services to support the RAF's staff capability in system planning of the Guidewire and IDP platform.
22. Provide proactive monitoring and event correlation on the listed solutions

4.2. Major System Enhancements

Provision for system enhancements of 4500 person days for the duration of the contract period. System enhancement is defined as any system change request exceeding 40 hours; any requests of less than 40 hours are considered standard application maintenance and support. Bidders provide pricing as well as the rate per hour as part of the proposal.

These system enhancement hours will be used as needed on a project-by-project basis, via Change Request Orders, to re-align the system with envisioned legislative changes and planned upgrades to the Guidewire Cloud Platform. RAF intends to complete a planned upgrade to the Insurance Suite by the end of 2027.

4.3. Contract Duration

The appointed service provider will be required to start immediately after signing the contract and provide the required services.

	Managed Services
Term	5 years
Support Structure	Monday to Friday, 06:30 – 18:30 SA Time

Maintenance Schedule	Refer addendum D for monthly approved schedule
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4.4. Service Response Time

Support Tickets relating to Level 2, 3 or 4 support are prioritised according to defined criteria, as shown in the table below, and resolved in order of priority:

Priority	Status	Definition	RAF Response Targets	RAF Resolution	Service Level Targets(SLT)
Severity 1	Critical	<p>The non-availability of a critical system to all users for which an alternative solution or workaround is not immediately available.</p> <ul style="list-style-type: none"> • The entire application system is down. • Loss of critical application function • The entire RAF or site is down <p>Complete system outage.</p>	15 Minutes	1 hour	95% within SLT
Severity 2	High	<p>This means severe performance degradation or impaired functionality of a critical function.</p> <ul style="list-style-type: none"> • Intermittent problems that have a high business impact <p>A critical business process has stopped, which could lead to a serious business impact.</p> <p>Significant performance degradation or impaired functionality.</p>	30 Minutes	2 hours	95% within SLT
Severity 3	Medium	<p>A non-critical function is unavailable, unusable, or difficult to use, which has some operational impact but no immediate impact on service delivery. An alternate bypass is available.</p> <p>System errors that hinder business processes or IT services, but workaround measures are in place to ensure business continuity.</p> <p>Non-critical issues with operational impact; workaround available.</p>	45 minutes	6 hours	95% within SLT
Severity 4	Low	<p>The non-critical function is unavailable, usable, or challenging, with some operational impact but no immediate impact on service delivery. An alternate bypass is available.</p> <p>Minor issues affecting a few users; workaround available.</p>	60 Minutes	10 to 16 hours	95% within SLT

4.5. Key Activities

The Bidder will be responsible for:

1. **Operations and Maintenance:**

- a. Smooth running of the ICMS solution (Guidewire, IDP and Updraft), including 12x5 Helpdesk, ensuring business continuity and performance, for 3 to 5 years and would include. Operations and maintenance of the application (errors/ bugs/ gaps/ ticket resolution/ routine, regular updates on the application / what's new/FAQ/ archiving, etc.)

L3 Support, Bidder will also:

- Liaison with the Original Application Manufacturers (Guidewire, Microsoft & the incumbent/Updraft).
 - Provide resolution to the issues being reported by the end users.
 - Create and regularly update the known error (KE)/FAQs. Such documentation will be accessed by the L1 & L2 support to expedite known issue resolution for users.
 - Regular updating of the ICMS software documentation.
 - Interacting with the RAF officials for getting project-related approvals, etc, and
 - The front-end and back-end processes of the ICMS solution may require enhancements. Such enhancements may arise due to business requirements or functional requirements. Such enhancements in the ICMS solution are to be performed by the Bidder.
- b. Post-handover activities:
 - The bidder will ensure and maintain high system availability in collaboration with the RAF Cloud Infrastructure Management Service team.
 - The bidder will provide software upgrades based on Guidewire releases and security patches as recommended by the software owners (Guidewire and Microsoft), as and when available in consultation with management.
 - The bidder will collaborate with the RAF Application support team to ensure system support and health checks are maintained regularly and
 - Recommend new products or value-added functionalities to ensure that RAF functions effectively and efficiently.
- ##### 2. **Enhancements:** Undertake enhancements of the ICMS solution as required by the RAF. Continuously improve the ICMS solution based on the RAF's business requirements.

3. **Support Readiness and Operationalisation:**

- a. The Bidder would be responsible for integrating the RAF ITSM tool with their ITSM tool to enable the transfer of L1 escalated tickets to L2, ensuring the smooth running of the helpdesk and application support of the ICMS solution.
- b. The bidder shall be responsible for understanding the functional and technical details of the ICMS solution and taking over from the incumbent application developer. The incumbent service provider will transfer the knowledge on the application and share the existing documentation per the contract agreement.
- c. Until the incumbent transfers the existing application to the Bidder,
 - o Bidder would be provided with the Knowledge Transfer (KT) of the solution from the incumbent to be able to provide application and maintenance support post the implementation of the ICMS solution.
 - o All the applications developed and supported by other third-party vendor/s that interface with the ICMS solution, the final patches/ changes to the application for a new functionality would be provided to the Bidder for performance testing purposes (per the defined SLA). If any application issues are identified, the application development team will fix the application and provide a new patch to the Bidder.
 - o Bidder shall ensure that the ICMS solution has been tested and cleared by RAF and that all the bugs reported are closed by the incumbent before the solution is moved on to the production site.
 - o Bidder shall coordinate with the incumbent to manage patch upgrades as and when required, with minimal downtime. The patches also need to be tested for integration issues at the infrastructure level and performance issues before being deployed in production.
 - o Bidder shall ensure configuration management and backups of patches to roll back in case of problems.
 - o The Bidder shall monitor and inform the Managed Service Provider/Cloud Service Provider of the provisioning of the correct number of VMs, if any, to support the application roll-out in production. The Bidder would also be required to liaise with the incumbent application developer for any such information and support.

4.6. **Incident Management:**

- a. **Response and Resolution:** Efficiently manage and resolve incidents and service requests, keeping track of all issues and engaging in troubleshooting as needed. Provide support during incidents and problems logged, and produce Root Cause Analysis (RCA) and

- b. **Reporting:** Monthly reporting on incidents, service requests, and trend analysis to monitor and improve service delivery.

4.7. Enhancements and Service Requests:

- a. **Proactive Enhancements:** Implement improvements that enhance performance, reliability, and usability in response to an evolving business environment. Provide Integration support for any existing application introduced in RAF.
- b. **Reactive Enhancements:** Enhancements to be implemented based on service requests logged/business requirements. Provide Integration support for any new application introduced in RAF. Enhance the system based on problems logged.
- c. **Customisation:** Maintain thorough documentation during system modifications to support effective customisation and integration with new or existing applications and
- d. **Error Management:** Modifications to the system where errors occur during operational processing, and diagnosis is to be performed.

4.8. Application Support Centre (L2 & L3) Features

The bidder must propose the number of resources required to be deployed to support the ICMS solution, both on-site and off-site. These resources will be working closely with the incumbent implementation team. The proposed support team will act as an interface between the incumbent and the Bidder. Their responsibilities will include understanding the business logic and technologies, including database tables, executing jobs needed to be run for the applications in production, implementing patches, and providing support for the applications in production.

Resource Deployment: Propose a team structure capable of meeting the demands of ICMS support, including roles such as:

1. Solution / Project Delivery Manager
2. Lead Developer, Guidewire.
3. Solution Architect
4. Business Analyst
5. Associate Developer Guidewire

6. Application Administrator
7. Apache Tomcat Administrator
8. Performance Tester
9. Automation Tester
10. Oracle/Amazon RDS for Oracle Database Administrator.
11. Azure Data Factory (ADF) developer
12. Azure Synapse developer/Administrator
13. Power BI developer

Location and Infrastructure: The support team will be based at the RAF's Head Office in Centurion, with all necessary IT infrastructure and software provided by the RAF. Although this is subject to discussion and negotiation, the non-negotiable is that the core team, as envisaged above, must be based in South Africa (i.e., offshoring is not a consideration).

4.9. Selection & Deployment of Resources

The bidder shall select and deploy highly skilled and qualified resources essential for the efficient operation of the ICMS Application Support Competency Centre. This section details the expectations and guidelines for the recruitment, selection, and management of these resources to ensure alignment with the RAF's operational standards and goals.

4.9.1. Resource Recruitment and Qualification Criteria

RAF reserves the right to evaluate each proposed resource on the following basis:

- **Skills Assessment:** All potential team members must undergo a rigorous skill assessment to evaluate their expertise in the Guidewire and Microsoft Business Intelligence (BI) technologies and problem-solving abilities. This might include technical interviews, practical assessments, and verification of certifications and past project experiences.
- **Experience Requirements:** Candidates should possess a proven track record in managing and supporting enterprise-level applications, particularly in environments similar to RAF's technology stack, complexity, demands, and operational scale.
- **Cultural Fit:** Candidates must demonstrate their ability to integrate into RAF's organisational culture, emphasising RAF's values viz. **Integrity:** We will conduct ourselves in a manner that is fair, transparent, and ethical, honouring our commitments and communicating honestly. **Compassion:** We care for and support our customers. We care for and support each other, **Accountability:** We will account for our

activities/actions; accept responsibility for them; and disclose transparently, **Respect:** We will treat our stakeholders impartially and with respect, recognising our responsibility to them, **Excellence:** In the performance of our duties, we will consistently apply our knowledge, experience and best effort to deliver relevant and professional service of an exceptional standard, and **Empathy:** We will demonstrate the ability to understand and share the emotions, ideas, challenges, experiences, and perspectives of both our internal and external clients and stakeholders.

- **Security Screening:** All candidates will undergo a comprehensive security clearance process to ensure they meet the confidentiality and security requirements necessary for handling sensitive RAF data and systems.

4.9.2. Resource Roles and Responsibilities

- **Solution/Project Delivery Manager:** Responsible for the end-to-end management of Guidewire application support, maintenance, and Integrated Digital Platform (IDP) initiatives. The role includes overseeing system stability, upgrades, and enhancements; ensuring adherence to service levels and governance standards; and leading projects using recognised methodologies such as PMBOK or Prince2, or Agile. The incumbent will manage (RAF stakeholders & Supplier Stakeholders) to deliver solutions within scope, budget, and timelines while driving continuous improvement and business alignment.
- **Lead Developer:** The Lead Developer will lead the technical team, define coding standards, review deliverables, and provide hands-on expertise in system configuration, integration, and customisation. The Lead Developer will also collaborate with business analysts, architects, and project managers to translate requirements into technical solutions, while ensuring adherence to best practices, performance standards, and governance frameworks
- **Solution Architect:** Designs the overall system architecture, ensures integration with existing RAF infrastructure, and addresses potential security concerns. Does not have to be full-time deployed on the project but is expected to dedicate adequate time to the service to ensure its quality.
- **Business Analyst:** Gathers requirements, translates them into technical specifications, and ensures that the software meets business needs.
- **Associate Developer:** Supports development activities, assists in coding and testing, and learns from senior team members.
- **Performance Tester:** Develop, maintain, and execute performance test scripts using performance testing tools, conducting load, stress, and scalability testing through

performance frameworks. Analyse test results, identify bottlenecks, and work closely with the development team to optimise application performance.

- **Automation Tester:** Develop, maintain, and execute automated test scripts using automation testing tools. Carry out functional, regression, and integration testing through automation frameworks. Analyse test results, log defects, and collaborate closely with the development team to ensure timely issue resolution.
- **Database Administrator:** Manages database performance, ensures data security, and performs backups and recoveries.
- **Application Administrator:** Responsible for the day-to-day management of the Guidewire application environments, overseeing the application settings, user configurations, and system updates. Ensures that the application operates within the agreed-upon service levels and compliance standards.
- **Apache Tomcat Administrator:** Responsible for administration, installation, upgrades, configuration, performance monitoring, and maintenance of the Apache Tomcat in various environments. Collaborate with development teams to deploy and manage web applications.
- **Microsoft Azure Data Factory (ADF) Developer:** Designs, builds, and maintains cloud-based data integration pipelines using Azure Data Factory to automate the ETL (Extract, Transform, Load) and ELT (Extract, Load, Transform) processes for data from various sources into Azure data stores. The role will be responsible for understanding business requirements, collaborating with stakeholders, optimising data workflows, ensuring data accuracy, and troubleshooting pipeline performance issues. The role must have a firm knowledge and application of DevOps, Purview, and SQL Server.
- **Microsoft Azure Synapse Developer/Administrator:** Develops data solutions and analytics platforms using the Azure Synapse Analytics service, which unifies big data and enterprise data warehousing. The role must have a firm knowledge and application of DevOps, Purview, and SQL Server.
- **Microsoft Power BI Developer:** Develops interactive reports and dashboards by transforming raw data into actionable business insights using Microsoft's Power BI platform. The role must have a firm knowledge and application of DevOps and Purview.

4.9.3. Resource Onboarding and Continuous Training

- **Onboarding Programme:** Implement a comprehensive onboarding programme that introduces new hires to RAF's landscape, company policies, and performance expectations. This will ensure that all new hires have a smoother and shorter learning curve and are thus productive within a short space of time. This programme should also

cover the specifics of the ICMS application, including its architecture, functionality, and operational procedures.

- **Continuous Learning and Development:** Encourage continuous professional development through training programmes, workshops, and certifications relevant to their roles. This not only enhances their skills but also ensures they remain abreast of the latest technologies and best practices in application support.

4.9.4. Performance Monitoring and Quality Control

- **Regular Performance Reviews:** Conduct regular performance evaluations to assess each team member's contributions, identify areas for improvement, and provide constructive feedback. All such processes must incorporate RAF's input in a formal and well-defined manner.
- **Quality Assurance Checks:** The support team's work is regularly audited to ensure adherence to RAF's quality standards, industry best practices, OEM's stated standards, and the technical requirements of the ICMS solution.

4.9.5. Flexibility and Adaptability in Resource Allocation

- **Adaptive Resource Management:** Monitor project demands and reallocate resources as necessary to address changing priorities and workload. This flexible approach ensures optimal personnel levels and enhances the team's ability to respond to unexpected challenges. This further provides that the Service Level Requirements are not inadvertently missed due to resource mismatch.
- **Emergency Response Team:** Maintain a pool of specialised resources that can be quickly mobilised in response to critical system issues or to meet surge demands.

4.9.6. Feedback Mechanism and Continuous Improvement

- **Stakeholder Feedback:** Regularly collect and analyse feedback from RAF officials and end-users to gauge the support team's effectiveness and identify areas for improvement.
- **Iterative Improvements:** Implement a feedback loop where insights and lessons learned are used to refine team processes and resource deployment strategies continuously.

4.10. Guidewire/Application Specific Support Services

4.10.1. Guidewire Claim Centre

Objective: Provide robust support for claims management functionality to ensure continuous operation and optimal performance.

Actions: Perform regular application health checks, manage user queries, and update the system based on new regulatory requirements.

4.10.2. Guidewire Customer Engage and Vendor Engage

Objective: Support these customer and vendor interaction platforms to maximise availability and functionality.

Actions: Monitor user engagement and system interfaces. Address integration issues with external systems and data synchronisation in real-time.

4.10.3. Guidewire Contact Manager

Objective: Ensure effective management of contacts and related data across Guidewire modules.

Actions: Support database management and integrity checks, interface troubleshooting, and performance optimisation.

4.10.4. Guidewire Predictive Analytics Platform

Objective: Support analytics capabilities to drive insights from claims and claimants' data.

Actions: Manage data pipelines and model performance. Ensure scalability and security of analytics workloads.

4.10.5. Integrations and Data Management into and out of Guidewire

Objective: Streamline integration processes and enhance data management practices across all Guidewire applications.

Integration Support: Ensure seamless integration with external systems, such as the Home Affairs database, and third-party tools and services to enhance data exchange and process efficiency.

Integrity and Data Consistency: Maintain integration with external systems and other Guidewire modules, ensuring consistency and reliability of data across the ecosystem.

Data Flow Management: Manage data flow into and out of the platform to ensure accurate, timely, and secure data sharing across business processes.

Data Management: Manage the varied data, ensuring that it is accurately captured, processed, and stored for optimal use.

Actions:

- **Integration Framework Development and Maintenance:** Develop and maintain a robust integration framework that supports efficient data exchange between Guidewire applications and other business systems (e.g. ERP and external partner systems).
- **API Management:** Utilise Guidewire's APIs for integration, ensuring they are optimised for performance and integrity. Monitor API usage and perform regular updates and maintenance.
- **Data Quality Assurance:** Implement data quality gates and checkpoints throughout the data lifecycle to ensure accuracy, completeness, and timeliness of the data stored and processed in Guidewire applications.
- **Data Governance:** Establish a data governance model that defines data stewardship, data quality, data policies, and the regulatory compliance requirements specific to the Guidewire data, in line with RAF relevant legislation. This model will also cover data privacy issues pertinent to South Africa.
- **Legacy and Third-party System Integration:** Ensure that legacy systems and third-party applications integrate seamlessly with Guidewire modules, using custom adapters or middleware where necessary. This includes handling complex data transformations and mappings.

4.10.6. Proactive Maintenance and Performance Optimisation

Objective: Prevent issues before they impact users and optimise system performance to handle evolving business needs.

Actions: Implement proactive monitoring tools to detect and resolve potential issues before they cause system downtime. Use performance data to identify and mitigate bottlenecks.

4.10.7. Continuous Improvement and Innovation in Application Support

Objective: Ensure the Guidewire applications meet current technical and business needs and adapt to future changes and improvements. Continuously enhance application functionality and performance through feedback and emerging technologies.

Actions:

- **Feedback Loops:** Establish continuous feedback loops with end-users to gather insights on application usability, functionality, and performance issues.
- **Adaptive Enhancements:** Based on user feedback and emerging technology trends, prioritise and implement enhancements to the Guidewire applications, focusing on User Experience, efficiency, and data-informed decision-making.
- **DevOps:** Implement practices for continuous integration and delivery.

4.10.8. AWS Cloud Optimisation

Objective: Leverage AWS capabilities to optimise application deployment and operations.

Actions: Utilise AWS Well-Architected Framework and other relevant Guidewire guidelines and best practices for reviewing and improving Use the AWS Well-Architected Framework and other relevant Guidewire guidelines and best practices to review and enhance cloud deployment. Implement auto-scaling, load balancing, and disaster recovery strategies in accordance with requirements.

4.10.9. Training and Knowledge Transfer

Objective: Ensure the T&D support team and end-users are well-versed in application features and best practices. Develop a comprehensive knowledge transfer model to ensure that the RAF technical support team is adequately equipped to take over total support of the solution once the contract ends.

Actions: Provide regular training sessions, develop user manuals and FAQs, and update the knowledge base with new solutions and tips. Develop and track knowledge transfer activities, ensuring continuous and increased responsibilities are shifted to RAF's T&D team while measuring and reporting on progress.

4.10.10. Performance Monitoring

Objective: Ensure all Guidewire applications perform within the agreed SLAs.

Actions: Use the toolsets offered by AWS and any other required toolsets to monitor applications and infrastructure performance in real time.

4.10.11. Security and Compliance

Objective: Ensure all Guidewire applications comply with relevant laws, regulations, and standards.

Actions: Implement comprehensive security measures, conduct regular audits, and adhere to compliance frameworks such as HIPAA and POPIA, as necessary and applicable. This includes all applicable patches required to ensure continued stability.

Objective: Maintain high security standards and compliance with industry regulations, particularly those relevant to Data Protection, Financial Services, Healthcare Services, and the Road Accident Fund.

Actions: Implement robust security measures, including encryption, identity, access management, and continuous security monitoring. Stay updated with compliance requirements and integrate compliance checks into ongoing operations.

4.10.12. Disaster Recovery and Business Continuity Planning

Objective: Ensure minimal service disruption and rapid recovery during a disaster or unexpected system failure.

Actions: Develop, design and regularly update a disaster recovery plan that leverages AWS and Guidewire, and underlying DBMS capabilities for automated backups and restores. Conduct regular disaster recovery drills to test the responsiveness and effectiveness of the plan.

4.10.13. Scalability and Flexibility

Objective: Ensure the Guidewire applications can scale efficiently to meet growing or fluctuating demands.

Actions: Utilise available and identified scalability features to handle load variability— plan for scalable database solutions to support growth. Manage database archiving techniques for improved performance.

4.10.14. Change Management

Objective: Manage changes to T&D services and systems in a controlled manner to minimise the impact on service quality.

Actions: Enhance the existing change management processes by incorporating automated testing and deployment pipelines, ensuring changes are smoothly transitioned into production with minimal risk.

4.11. Guidewire and IDP Support Services

The support services will be measured against the Outcomes-based Service Performance Framework (OSPF,), as attached in **Annexure B**.

5. 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 check whether they have responded according to the RAF RFB document.

Phase 2: Mandatory Evaluation Process - At this phase, Bid Responses are evaluated per the criteria specified in the Request for Bid (RFB) document for compliance with

Mandatory Requirements. Bidder(s) who met the Mandatory Requirements will be evaluated further on the Technical Requirements.

Phase 3: Technical/ Functional Evaluation Process - At this phase, Bidder(s) who met the minimum threshold of **70 points out of 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 using the preferential point system specified in the RFB document.

5.1. MANDATORY REQUIREMENT (PHASE 2)

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

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

MANDATORY		
5.1.1. CERTIFIED/ACCREDITED GUIDEWIRE PARTNER	Comply	Do Not Comply
<p>Bidder(s) shall demonstrate their current accreditation/partnership with Guidewire. The bidders must be designated as “Advantage Partner”, or “Global Premier Partner”, or “Global Strategic Partner” in the Guidewire Partner Connect Consulting program.</p> <p>The bidder is required to submit proof of Guidewire Partner Connect Consulting accreditation issued by Guidewire. RAF reserves the right to verify with Guidewire.</p>		

5.2. TECHNICAL / FUNCTIONAL CRITERIA (PHASE 3)

Functionality is equal to a total of 100 points. The minimum threshold is 70 points. Bidders who score less than 70 points on functionality will be disqualified.

TECHNICAL/FUNCTIONAL	Weight
5.2.1. COMPANY REFERENCES FOR GUIDEWIRE IMPLEMENTATIONS AND OR MAINTENANCE & SUPPORT	34
<p>The bidder has implemented and or maintained & supported Guidewire for at least two (2) or more clients.</p> <p>Bidder(s) are requested to provide the following:</p> <p>Bidders are required to submit at least two (2) contactable reference letter(s)/ completion certificate(s) not older than seven (7) years as evidence to have experience for Guidewire implementation and or maintenance & support.</p> <p>The completion certificate(s)/reference letter(s) must indicate that the bidder has rendered Guidewire services implementation and or maintained & supported solutions, On-Premises or Cloud.</p> <p>Bidders to ensure that <u>client reference letters</u> are:</p> <ul style="list-style-type: none">• On the client’s letterhead• Includes the client's contactable details.• Start and end date for the implementation and or maintenance & support• The implementation must have been completed/conducted within the last 7 years, counting from the closing date of this bid OR The maintenance & support must have been conducted within the last 7 years from the closing date of this bid. <p style="text-align: center;">OR</p> <p>Bidders to ensure that <u>completion certificates</u> include the following details:</p> <ul style="list-style-type: none">• On the client’s name• Project implementation and or maintenance & support• Client signoff and date (any form of signoff is acceptable).• The implementation and or maintenance & support must have been completed within the last 7 years, counting from the closing date of this bid. <p>Note: If any of the above information is missing, the bidder will be scored zero.</p>	

<ul style="list-style-type: none"> • 34 points for 5 or more reference letters/completion certificates • 30 points for 4 reference letters/completion certificates • 25 points for 3 reference letters/completion certificates • 20 points for 2 reference letters/completion certificates • 0 points Less than 2 reference letters/completion certificates <p>Note: RAF may verify the information provided, and if your referee does not confirm the information provided, the reference will not be considered.</p>	
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5.2.2. BIDDER(S) PROPOSAL, IMPLEMENTATION APPROACH, & SUPPORT PLAN	27								
<p>The bidders must provide an implementation, enhancements and support plan</p> <p>Methodology Approach & Implementation Plan must indicate:</p> <ul style="list-style-type: none"> • Bidders' proposal to meet the RAF's requirement set in section 4.1 • Methodology with number of resources to be assigned (on-site and off-site) to support the RAF and support models & options • Details on how the different service elements shall be organised, controlled, and delivered (support and resolution of calls) • Project governance & escalation mechanism • Training & Knowledge Transfer 									
<table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Bidders' proposal to meet the RAF's requirement as set in section 4.1 (percentage calculation will be based on the 22 items listed)</td> <td style="width: 30%; text-align: center;">10</td> </tr> <tr> <td>Less than 50% of deliverables</td> <td style="text-align: center;">0</td> </tr> <tr> <td>50% to 80% of deliverables</td> <td style="text-align: center;">5</td> </tr> <tr> <td>81% to 100% of deliverables</td> <td style="text-align: center;">10</td> </tr> </table>	Bidders' proposal to meet the RAF's requirement as set in section 4.1 (percentage calculation will be based on the 22 items listed)	10	Less than 50% of deliverables	0	50% to 80% of deliverables	5	81% to 100% of deliverables	10	
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Proposal submitted without methodology, number of resources to be assigned (on-site and off-site) to support the RAF and support models & options OR proposal not submitted OR proposal is irrelevant to the scope	0		
Proposal submitted with methodology, number of resources to be assigned (on-site and off-site) to support the RAF and support models & options	5		
Details on how the different service elements shall be organised, controlled, and delivered (support and resolution of calls) as defined in section 4.4 <i>NB: bidder must reference pages where the below information can be found in the submission</i>	5		
Less than 95% of SLT as defined in the Scope of Work	0		
Ability to meet 95% and above of SLT as defined in the Scope of Work	5		
Project governance & escalation mechanism	5		
No documented approach, plan for governance & escalation mechanism	0		
Documented approach and plan for governance & escalation mechanism	5		
Overview of Vendor's approach to knowledge transfer	2		
No documented approach, plan for training and knowledge transfer	0		
Documented approach, plan for training and knowledge transfer	2		

5.2.3 RESOURCES EXPERIENCE	39
<p>The bidders must provide Resumes of the proposed project team members with minimum 3-year diploma or NQF level 6 or Higher and experience on similar projects as per annexure A.</p> <ol style="list-style-type: none">1. Solution / Project Delivery Manager2. Lead Developer Guidewire3. Solution Architect4. Business Analyst5. Associate Developer Guidewire6. Applications Administrator7. Apache Tomcat Administrator8. Performance Tester9. Automation Tester10. Oracle/Amazon RDS for Oracle Database Administrator11. Microsoft Azure Data Factory (ADF) developer12. Microsoft Azure Synapse Developer/Administrator13. Microsoft Power BI Developer <p>Bidders are required to submit the Resources with minimum experience, qualifications and certifications for key project resources as defined in Annexure A. The maximum point per resource is 3 points as indicated below.</p> <p>NB. A Resume without attached qualifications and certifications will be disqualified.</p>	

Scoring matrix for each resource	
Resources experience, qualifications and certification	Points
Does not meet minimum requirements	0
Meet minimum requirements	2
Exceed minimum experience requirements	3

Note: The proposed resources qualifications will be checked and verified for compliance prior to contracting.

Accepted qualified resources shall be replaced by equally qualified resources for the tenure of the contract.

Bidders who score a minimum threshold of **70 out of 100 points** for Technical/Functional Criteria will be considered for Price and Specific Goals.

6. PRICE AND SPECIFIC GOALS

RAF requires Guidewire Claim Centre Customer Engage, Vendor Engage, Contact Manager, Predictive Analytics Platform and Intelligent Digital Platform support and maintenance on a need basis. The billing will be based on the actual number of resources allocated to do maintenance and support services.

The bidder will be required to price on the following:

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation Review					
Application Managed Service & Support as per scope of work					
Major System enhancements 4500 person days over the 5-year contract period as per scope of work					
Other Costs					
Subtotal					
Value Added Tax 15%					
Total Annual Costs					
Total Cost of Ownership					

1. Please indicate your total bid price (Including VAT and Consumer Price Index) below:

R.....

2. Important: It is mandatory to indicate your total bid price as requested in point 1 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 price indicated in point 1 above shall be considered the correct price.

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

6.1. SPECIFIC GOALS

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

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

NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
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8. Inspections, tests and analysis
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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

- 29. Governing language**
 - 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
 - 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
 - 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
 - 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
 - 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
 - 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
 - 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
 - 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices**
 - 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
 - 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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