

INVITATION TO BID

BID NO:

RAF/2025/00014

BID DESCRIPTION:

THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT AN EXPERIENCED AND SUITABLE SERVICE PROVIDER FOR SAP MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (05) YEARS TO THE OEM (SAP AG) AND ACCREDITED PARTNERS.

Publication date: 30 June 2025

No Briefing session

ROAD ACCIDENT FUND: HEAD OFFICE

420 Witch- Hazel Avenue, Eco-Glades 2
Centurion

Closing date: 25 July 2025 **at 11:00 Telkom time**

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

TABLE OF CONTENTS FOR BID RAF/2025/00014

1. PART A: INVITATION TO BID
2. PART B: TERMS AND CONDITIONS FOR BIDDING
3. SBD 3.3: PRICING SCHEDULE (PROFESSIONAL SERVICES)
4. SBD 4: DECLARATION OF INTEREST
5. SBD 5: NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME
6. SBD 6.1: PREFERENCE POINTS CLAIM FORM
7. SPECIFICATION DOCUMENT
8. GENERAL CONDITIONS OF CONTRACT

IMPORTANT NOTES:

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

2. Submission of Proposals

- Bid responses must be placed in the tender box clearly marked with a tender number and description; and
- Bidders are required to submit an original Bid Document/Proposal and a copy.
- 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: Ilish Seema

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

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **11 July 2025**

Response to Questions: **14 July 2025**

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

Important Notes:

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

MANDATORY/ LEGISLATIVE REQUIREMENTS

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

NB: No points will be allocated at this stage; however, bidders' that do not comply with the pre-qualification requirements below will be disqualified and will not advance to the next stage of evaluation.

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: Completed, attached and signed	
General Condition of contract: Initialled and attached	
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/2025/00014	CLOSING DATE:	25 July 2024	CLOSING TIME:	11H00
DESCRIPTION	THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT AN EXPERIENCED AND SUITABLE SERVICE PROVIDER FOR SAP MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (05) YEARS TO THE OEM (SAP AG) AND ACCREDITED PARTNERS.				
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	Ilsh Seema		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	ilshs@raf.co.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> NO	<input type="checkbox"/> YES
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? NO	<input type="checkbox"/> YES <input type="checkbox"/>
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
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME: 11:00	CLOSING DATE:.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO INCLUDED)	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----
.....	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R-----	-----days
.....	R-----	----- days
.....	R-----	----- days
.....	R-----	----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED AMOUNT	RATE	QUANTITY
.....
R.....		

.....
R.....		
.....
R.....		
.....
R.....		
		TOTAL:
R.....		

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

6. Period required for commencement with project after Acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?
*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

.....

.....

.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

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

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

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

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

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

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

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

1 PILLARS OF THE PROGRAMME

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

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

1.2

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

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

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

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

Bid number

Closing date:

Name of

bidder.....

Postal address

.....

.....

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **80/20** or **90/10** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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:

.....

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BID SPECIFICATION - APPOINTMENT OF A SERVICE PROVIDER FOR SAP MAINTENANCE AND SUPPORT FOR A PERIOD OF FIVE (05) YEARS TO THE OEM (SAP AG) AND ACCREDITED PARTNERS.

1. BACKGROUND OF THE ROAD ACCIDENT FUND

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

The customer base of the RAF comprises not only the South African public, but all foreigners who may have had accidents within the borders of the country. The RAF Head Office is in Centurion and there are various offices in Pretoria, Johannesburg, East London, Durban, and Cape Town. In line with implementation of its revised operating model, RAF is currently opening Customer experience Centres in each province in the country.

2. SPECIAL INSTRUCTIONS TO BIDDERS

- 2.1 The bidder must be an eligible, registered service provider in terms of the applicable laws of the country.
- 2.2 The bidder must have a business continuity management plan, which must be available for inspection by the RAF during the subsistence of rendering services to the RAF.
- 2.3 The Evaluation Criteria that were published with a Request for Proposal/ Bids will be used to assess bidders' responses and no amendment after the closing of a bid. Bid Proposals must be clearly indexed and cross referenced to a Table of Contents.
- 2.4 Companies or Directors included on the National Treasury register of Restricted Suppliers and/ or Tender Defaulters will be automatically disqualified from the bidding process.
- 2.5 As prescribed all Standard Bidding Documents (SBD Forms – Returnable Documents) must be fully completed and duly signed. All Returnable Documents must be submitted with the proposal at the closing of a bid.
- 2.6 The RAF will confirm the following prior to any award being made:
 - That the bidder is registered on the National Treasury Central Supplier Database (CSD)
 - The bidder's tax status is compliant with the South African Revenue Service (SARS), in cases where the recommended bidder is non-compliant with SARS, the bidder will be allowed (seven) 07 working days to rectify their tax matters, if the bidder fails to rectify their tax matters, they will then be disqualified once the 7 working day period lapses.

3. DESCRIPTION OF THE RAF SAP ENVIRONMENT

RAF has developed a digital roadmap and cloud migration strategy as part of the strategy. Several key projects have been identified and prioritised. These projects are at various stages in the project lifecycle, some of which have appointed technology implementation partners. RAF has SAP ECC6 running on-prem and has recently rolled out SAP SuccessFactors e-Recruitment and Performance & Goals. RAF intends to migrate all the Human Capital Management (HCM) modules except payroll from SAP ECC to SAP SuccessFactors. The rest of the modules, except for SAP Business Warehouse (BW) and SAP Business Objects (BO), will be migrated as part of the RISE with SAP Private Cloud Edition

RAF has its own ICT internal support team, which comprises the SAP Basis, SAP Authorisations, Business Objects, and Warehouse, and SAP HCM supporting all ECC 6 modules except for Payroll. The process to capacitate other functions is in progress. RAF is intending to have a co-sourcing model with some of the support partner resources on site and other resources providing offsite support.

3.1. Background and Technical Information

RAF has a legacy SAP system running on the Unix Platform hosted in Vodacom Data Centre utilising Oracle Database. The landscape is 3-tier Dev, QA, Prod, and DR. The On-Premises application stack comprises SAP ECC 6 EHP 8, EP 7.5, PI/PO 7.4, SAP Solution Manager 7.5, BW 7.5, and BusinessObjects BI Platform 4.2 Support Pack 4.

In contrast, SAP BW is hosted on Unix operating system and hosting data on Oracle, SAP BO and Data Services run on Microsoft Windows OS and the content is hosted on SQL server. Both SAP BO and Data Services use Single Sign On (SSO) with SAP BW.

In summary, the SAP ECC6 solution comprises of the following modules.

On-Premise

- Business Intelligence Solution (Business Warehouse, Business Objects and Data Services)
- SAP Analytics Cloud (SAC) (BI Visualization tool still to be implemented)
- SAP Document Management Solution (DMS)
- SAP Enterprise Portal (ESS &MSS)
- SAP Finance & Controlling (FICO)
- SAP Human Capital Management (HCM)
 - Organisational Management (OM)
 - Personnel Administration (PA)
 - Time Management (TM)
 - Training & Events (PE)

- Payroll Accounting (PY)
- Enterprise Compensation Management (ECM)
- SAP Governance Risk and Compliance (GRC)
- SAP Authorisation
- SAP Supply Chain Management (SCM)/Material Management (MM)
- SAP Process Integration and Process Orchestration (PI/PO)
- SAP Project Systems
- SAP Solution Manager

On-Cloud

- SuccessFactors (e-Recruitment and Performance & Goals)

3.2. Contract Duration

The appointed service provider will be required to start immediately after signing the contract and provide the required services for contract term of five (5) years. The service coverage window will be aligned with section 7.0 of the Outcomes-Based Service Performance Framework (OSPF), Annexure C.

4. SCOPE OF WORK

The RAF has implemented the SAP ERP solution On-Prem and is intending to migrate the workloads to the cloud environment in the nearest future. The support required is currently for the On-Prem solution which will be elevated to the cloud environment upon successful implementation of the projects which are currently running to migrate the workloads. The organisation has a user base of around 3000 employees. The successful support partner will be expected to provide SAP support for the period of the contract including support of the SAP solution in the cloud environment.

The RAF central objective is to establish Centre of Excellence to manage the SAP landscape for the organisation. Incidents or service requests will trigger the initiation of support 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 SAP-related issues, covering both functionality and general application queries.

Part of 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 SAP solution.

4.1. The scope of work to support RAF SAP AMS includes the following:

1. Maintenance and Enhancement of the SAP Systems Landscape
2. Resolution of Incidents, Service and Change Requests
3. Service Response Time

4. Functional Analysis and Support
5. Technical analysis and Support
6. Solution Architecture Design
7. Advanced Business Application Programming (ABAP) Development
8. Workflow Analysis, Development, and Support
9. Integration Analysis, Development, and Support
10. Testing
11. Training
12. Implementation
13. S/4 HANA Migration
14. SAP SaaS Implementation
15. Continuous Improvement
16. Advisory Services
17. Upgrades and Add-ons
18. SAP GRC Analysis and Support.
19. Cybersecurity Analysis, Recommendations, Configuration, and Support
20. ICT Continuity and Disaster Recovery

For work that is above the agreed threshold in terms of hours, the Service Provider will be required to support all the SAP modules implemented within the landscape and specify the number of hours to fulfil the requirement before work can commence. In such a case, RAF will accept and sign off on the proposed hours before the Service Provider performs any work. It is important to note that RAF is currently in a transition mode, meaning the current services may change and require a scope review.

The service provider should propose a **maximum of 960 hours per month**.

4.1.1 Maintenance and Enhancement of the SAP Systems Landscape

- The selected bidder should provide exhaustive support, including but not limited to troubleshooting, problem resolution, maintenance, enhancements, and support packages, enhancement packages upgrade services for the following application system:
 - Financial Controlling
 - Human Capital Management (HCM)
 - Supply Chain Management (SCM)
 - Payroll
 - Material Management
 - Project Systems
 - Business Warehouse (BW reporting tool, etc.)
 - Business Objects/ Business Intelligence Suite
 - Data Services
 - SAP Analytics Cloud (SAC)
 - Enterprise Portal (ESS, MSS)

- Document Management Solution
 - Solution Manager
 - Process Integration/Process Orchestration
 - Integration Suite
 - All ABAP functions related to the Scope of Work
 - All BASIS functions related to the Scope of Work
 - SAP Workflow
 - Cloud Identity Services
 - SAP GRC (Authorisation, Risk Management, Fraud etc,)
 - SAP BPT – Cloud Connect
 - Support of the underlying SAP ECC database
- The selected bidder should configure, manage, and maintain SAP application modules and the Databases, including patch fixes and upgrades, as required.
 - The selected bidder should configure, manage, and maintain Business Objects, Business Warehouse, Databases and Data Services as when required.
 - The selected bidder should configure, manage, and maintain the Employee/Manager self-service environment as per the requirement.
 - The selected bidder should configure, manage, and maintain Process Orchestrator as per requirement.
 - The selected bidder's offsite functional consultants should be deployed onsite when required.
 - The selected bidder should manage, maintain, fully configure, and enable all functions of SAP Solution Manager so that RAF can use them when required.
 - The selected bidder shall raise and manage SAP Operational Systems Support (OSS) requests with SAP throughout the incident/service request lifecycle on behalf of RAF as per requirement.
 - The selected bidder should follow the RAF application's change control management process, where all the work orders from RAF will be recorded, approved, tracked, and managed throughout the life cycle.
 - The selected bidder should work with RAF's T&D Platform team to provide monthly status and activity reporting, including work orders analysis, actual hours usage, average cycle time, quality issues, and improvement recommendations.
 - The selected bidder should make proper resource arrangement and ensure support continuity during the holiday seasons.
 - The selected bidder should support 960-man hours per month across all the modules.
 - The total man-hours for support will be monitored at every quarter and the payment for excess man-hours, if any, will be made pro-rata as per the commercial bid submitted by the bidder at the discretion of RAF, else the excess hours, if any, will be offset against next month's hours. Unutilized man hours in any month would be used in subsequent months.

- The selected bidder should thoroughly analyse and understand RAF's current SAP landscapes, applications, policies, and procedures.
- The Selected bidder should highlight specific handover requirements, if any. The selected bidder is to note that the handover is expected to be conducted onsite. RAF will not make any separate payment for the Knowledge Transfer transition phase.

4.1.2 Resolution of Incidents, Service and Change Requests

- The selected bidder should use RAF Ivanti tool to maintain the information for each incident and service requests, including but not limited to the problem description, start and end dates/times, actual or potential root cause(s), corrective action taken, and future action required.
- The successful bidder should provide contact numbers, email addresses, and escalation matrix of a dedicated support team to ensure urgent problems are resolved according to the Service Level Agreement (SLA) and shall be kept informed well in advance in case any changes are being made in the contact details.
- The selected bidder will be required to define and develop reporting templates, escalation process, incidents, service request and problem management in line with RAF SLA.
- The selected bidder must resolve incidents, service and change requests within defined SLA.
- The selected bidder must provide root cause analysis and reports for high priority incidents.
- The selected bidder should provide justifiably competent resources and timeframe estimates for software design, development, testing, and deployment of all application modifications and upgrade requests within the SLA-established time frame.

4.1.3 Service Response Time

- The selected bidder shall support tickets relating to Level 2, 3 or 4
- The selected bidder must provide 24/7 availability of their resources to support SAP system and provide emergency support during the weekdays, on weekends and public holidays.
- The selected bidder shall prioritise support according to defined criteria, as shown in the table below, and resolve tickets in order of priority:

Priority	Status	Response Time	Resolution Time
Severity 1	Critical	15 Minutes	2 hours
Severity 2	High	30 Minutes	4 hours
Severity 3	Medium	45 Minutes	6 hours
Severity 4	Low	60 Minutes	12 to 24 hours

4.1.4 Functional Analysis and Support

- The selected bidder is expected to conduct a comprehensive functional analysis to ensure stability, optimisation, and continuous improvement in the RAF SAP environment.
- The selected bidder should deploy offsite functional consultants for each module to ensure continuous support. There should be a three-tier escalation matrix of functional consultants for each module with turnaround times specified at each level. This should form a part of the overall support structure and escalation matrix proposed for the entire contract.
- The selected bidder shall provide written documentation for each task completed:
 - Logical Process flow chart, including overall decision structure and data flow.
 - Functional/technical description of each procedure, including a list of data in/out.
 - Description of external program interfaces, including a list of data in/out and dependencies
 - Pitfalls and/or issues that RAF's T&D Platform team should be made aware of.

4.1.5 Technical Analysis and Support

- The selected bidder will be responsible for determining the technical problem of the application and the related databases, if the problem determination leads to the need for SAP patching/fixing of the SAP application or Oracle DB and Microsoft SQL (SAP kernel fixes, SAP application fixes from OSS notes, or Oracle executable fixes/patches).
- The selected bidder should continuously perform technical analysis and inform RAF, and after approval from the RAF, install any SAP-supplied patches and/or fixes.
- The selected bidder must be able to analyse system performance, security (including cyber), Role Profiles, identifying areas for improvement, and addressing potential risks.
- The selected bidder must be able monitor SAP Infrastructure, including Database Management, hardware performance, and network integration.

4.1.6 Solution Architecture Design

- The selected bidder should update or develop a detailed description of the RAF SAP solution architecture, including the logical, physical and deployment views and include an overview of the system design.
- The selected bidder should review or provide an overview of the solution architecture, including the key components, the functional and technical components, and the data architecture.
- The selected bidder should define the components of the solution architecture, including the hardware, software, and network components, the data architecture, and the security architecture.
- The selected bidder should define the functional architecture of the solution, including the business processes, functions, and features that the solution will support.

- The selected bidder should review or define the technical architecture of the solution, including the hardware, software, and network components, the data architecture, and the security architecture.
- The selected bidder should define the data architecture of the solution, including the data models, the data architecture, and the data interfaces.
- The selected bidder should review, define and ensure that the security architecture of the solution, including the security policies, and the security standards and controls are in place.

4.1.7 ABAP Development

- The selected bidder should review and maintain the source code version and release software versions in accordance with RAF's configuration management standards.
- The Selected bidder should provide and maintain coding standards and quality control to ensure coding readability, performance, and sustainability.
- The selected bidder must ensure that SAP ABAP development adopt and follow SAP best practice.
- The selected bidder must ensure that code quality for ABAP development is based on standard SAP components.
- The selected bidder must ensure implementation of effective performance optimization techniques, enhance the runtime of ABAP programs, improve user experience, and maximize system resources.

4.1.8 Workflow Analysis, Development and Support

- The selected bidder must analyse existing SAP workflows, business processes system configurations to identify inefficiencies, bottlenecks, and areas for improvement.
- The selected bidder must collaborate with stakeholders to define business requirements and identify desired workflow enhancements.
- The selected bidder must identify current workflow against best practises and identify gaps in automation, efficiency, or integration.
- The selected bidder must provide recommendations for process reengineering, workflow streamlining, and automation to optimize productivity and accuracy.
- The selected bidder must design SAP workflows that align with identified business requirements and optimize processes within SAP Modules
- The selected bidder must develop integrations between SAP workflows and other business systems or third-party applications to ensure seamless data flow and process continuity.
- The selected bidder must create detailed technical documentation for all workflows, including configuration, coding, and setup details.
- The selected bidder must provide continuous technical support and troubleshooting for existing and newly developed workflows.
- The selected bidder must regularly monitor Workflow Performance.

4.1.9 Integration Analysis, Development and Support

- The selected bidder must ensure smooth flow of data between systems and critical business applications with regards to SAP Process Orchestration (PO) and SAP Process Integration (PI).
- The selected bidder must ensure that the SAP ERP system integrates with internal RAF systems where required.
- The selected bidder must analyse, address, and resolve integration failures that might affect system to system communication.
- The selected bidder must ensure that the SAP ERP system integrates with other SAP SaaS solutions implemented within RAF.
- The selected bidder must provide support, recommend continuous improvement, monitor developed, implemented API's, services, and integration processes to ensure robust performance of the system under critical workloads.
- The selected bidder must continuously monitor, improve and ensure robust security controls are in place for the API's and services.
- The selected bidder shall be responsible to create, configure, and manage service accounts that are used by systems, applications, or services to perform specific tasks or functions in an IT environment.

4.1.10 Testing

- The selected bidder is required to comply with RAF Testing Processes to deliver SAP testing and quality assurance (QA) services, including but not limited to the following:
 - Functional Testing: Validate that SAP functionalities operate as intended, ensuring alignment with business requirements and compliance with defined business rules.
 - Integration Testing: Ensure seamless integration between SAP modules and other systems.
 - System Testing: Verify the overall behavior and stability of the SAP system.
 - Regression Testing: Confirm that new changes do not negatively impact existing SAP processes.
 - User Acceptance Testing (UAT): Validate that the SAP system meets end-user and business expectations.
 - Documentation: Provide detailed test plans, test cases, and reports for all SAP applications.
 - Defect Management: Document, track, and manage issues using defect management tools, working closely with SAP and other development teams to ensure timely resolution of identified defects.

- Automation Testing - Identify areas suitable for automation and develop automated test scripts using the appropriate tools. Continuously maintain and improve the automated test suites to ensure efficiency and coverage.
- Perform performance testing to validate that the application meets the defined performance standards and requirements, ensuring optimal system performance under varying load conditions.
- Defect Management: Document, track, and manage issues using defect management tools, working closely with SAP and other development teams to ensure timely resolution of identified defects.
- The selected bidder is expected to deliver the following testing artifacts: projects test plans, test cases, test scripts (for automation and performance testing), test results, defects reports, test summary reports.

4.1.11 Training

- The selected bidder must provide training on enhanced functionality of the SAP solution during deployment of changes.
- The selected bidder must provide knowledge transfer, and skills transfer to internal staff.
- The selected bidder must identify training gaps, opportunities, and work on training material to assist RAF to utilise the system effectively.
- The selected bidder must provide internal technical team with necessary training and capacitate them to provide first & second-line support and maintenance functions including problem identification and an escalation procedure were necessary.

4.1.12 Implementations 7

- The selected bidder must follow RAF Change Advisory Board for any implementation of enhancements or changes in the SAP system.
- The selected bidder must make efforts to implement RAF digital transformation initiatives.
- The selected bidder must provide detailed assessment of the potential problems or challenges that could arise during implementation or deployment of the solution.
- The selected bidder must provide a description of the deployment architecture for the solution, including the deployment scenarios and infrastructure requirements.
- The selected bidder must define the deployment architecture for the solution, including the overall deployment design, the deployment components, and the deployment policies.
- The selected bidder must define the deployment plan for the solution, including the deployment schedule, the deployment activities, and the deployment risks.
- The selected bidder must describe the detailed steps and processes for deploying the solution into a live production environment including the methodology for deploying the solution, such as phased deployment, parallel deployment, or Big Bang deployment.

4.1.13 SAP S/4HANA Migration

- The selected bidder must support SAP 4/HANA Migration initiatives.
- The selected bidder must support RAF business operations post SAP 4/HANA migration.
- The selected bidder must analyse existing SAP ERP landscape, identifying customizations, data, interfaces, and workflows that will be affected by migration.
- The selected bidder must perform readiness checks.
- The selected bidder must develop migration strategy (Greenfield / Brownfield)
- The selected bidder must cleanse, validate, and standardize data to ensure accuracy and compliance with SAP S/4HANA requirements.
- The selected bidder must define Data Migration Procedures, including mapping, extraction, transformation, and loading (ETL) to SAP S/4HANA.
- The selected bidder must archive redundant data and optimize data storage to improve system performance during migration.
- The selected bidder must configure SAP S/4HANA modules, functionalities, and settings to align with business requirements.
- The selected bidder must analyse and adapt custom codes to be compatible with SAP S/4HANA simplified data structure and architecture.
- The selected bidder must redesign and test integrations with other business systems, applications, or third-party tools for compatibility with SAP S/4HANA.
- The selected bidder must test all functional modules to ensure they work as expected within the new S/4HANA Environment.
- The selected bidder must evaluate system performance.
- The selected bidder must develop and deliver training sessions on new features and changes in the SAP S/4HANA environment.
- The selected bidder must provide thorough documentation and conduct knowledge transfer to internal IT team.
- The selected bidder must support organizational change management efforts, ensuring smooth transition to SAP S/4HANA by preparing users for new workflows and system interfaces, etc.

4.1.14 SAP SaaS Implementation

- The selected bidder must provide support to the current and new implementations of the SAP SaaS solutions within RAF.
- The selected bidder must provide support to business user with issues that emanate from the SaaS solutions.
- The selected bidder must be able to identify new functionalities and provide training when the latest releases are made on the SaaS solution.

- The selected bidder must support and maintain effective integration between SaaS implemented solutions.

4.1.15 Continuous Improvement

- Monitor the SAP system proactively and assist RAF team to implement and apply support packages.
- The selected bidder must have a continuous engagement with T & D on opportunities to improve and optimise business functions.
- The selected bidder must ensure that efficient processes are implemented within the business functions.
- The selected bidder must streamline business process, eliminate redundancy, and reduce complexities.
- The selected bidder must ensure that the RAF SAP environment is secured, patched with no vulnerabilities.

4.1.16 Advisory Services

- The selected bidder must provide strategic and expert advice on SAP best practice, optimization, and system upgrades to align SAP modules with organization's long-term goals.
- The selected bidder must provide advice with regards to process improvement, and recommendations to improve efficiency and reduce risk of system failures.
- The selected bidder must provide advice around system configuration, assessment of the current environment, and recommendations.

4.1.17 Upgrades and Add-ons

- The Selected bidder must provide software upgrades based on SAP releases and security patches as recommended by the software owner (SAP) as and when available in consultation with management.
- The Selected bidder should ensure that all software modifications and upgrades are deployed using the configuration management, documentation, integration, and acceptance testing requirements as per the scope of work.
- The selected bidder should begin and end each application modification and upgrade effort within the timeframe established in the SLA.
- The selected bidder is expected to bring SAP Enhancement Packs to its current version, and thereafter, it should be applied regularly by the selected bidder as and when required.
- The selected bidder must assess the RAF's specific needs and ensure that the SAP Upgrades and Add-Ons align with the business goals, whether they are industry-specific

solutions or tools to enhance user experience, such as SAP FIORI apps, or analytic features, etc.

- The selected bidder, together with the RAF's SAP Basis team, are responsible for the planning and execution of upgrades, etc., which includes conducting necessary configurations, system integrations, and testing, and ensure minimum downtime / business disruptions during these activities performed.

4.1.18 SAP GRC and Support

- The selected bidder must provide and maintain proper controls to ensure that the access control within GRC is not compromised.
- The selected bidder must design effective roles that minimize access risk within the GRC access control.
- The selected bidder must implement controls for continuous monitoring to identify new risk as roles or processes changes.
- The selected bidder must ensure that roles are optimised to align with security policies.

4.1.19 Cybersecurity Recommendations, Development, and Support

- The selected bidder must recommend tools and cybersecurity products that will mitigate and reduce threats against the RAF.
- The selected bidder must recommend and implement data encryption at rest.
- The selected bidder must recommend and assist with secured VPNs, and connections between SAP and non-SAP system to ensure secure data transfers.
- The selected bidder must regularly assess system vulnerabilities by scanning weaknesses and apply necessary fixes.
- The selected bidder must implement and monitor the SAP security logs to detect unauthorized access or unusual activities in real time.
- The selected bidder must configure SAP system to flag abnormal activity patterns and alert administrators for investigations.

4.1.20 ICT Continuity and Disaster Recovery

- The Selected bidder will be responsible for configuring, managing, and maintaining all client systems (Development, Quality, Pre-Production, Disaster Recovery, Production etc.) in the SAP system landscape available at RAF at no additional charge.
- The selected bidder should perform all the system monitoring and health check activities for smooth running of the servers.
- The selected bidder must support for SAP applications at the time of DR drill-related activities.
- The selected bidder must be able to assist with identifying and recommending best practises for SAP Failover to the DR.

- The selected bidder must be able to assist with the current DR Failover and ensure that RAF meets its RTO & RPO.

4.2. Objectives

The key objective of the SAP support contract is to ensure that the SAP environment is well maintained to ensure that the system is always available, functional, secure, and robust at all times. The SAP Landscape should always be maintained to keep pace with SAP versions and patches, both legislative and technical. All enhancements need to be documented and tested properly and follow the RAF's approved change management and governance processes.

As part of the SAP support, the SAP Service Provider will be required to work with the RAF technical teams to ensure that the SAP Landscape is aligned with the SAP Roadmap, advise the RAF accordingly, and be able to carry out support of SAP S/4HANA, and SAP SaaS services such as SuccessFactors and Ariba. Successful bidder will be required to support the RAF SAP solution within the borders of South Africa and further avail their resources as and when required to the RAF premises. RAF reserves the right to interview, conduct security vetting of all resources that will be onboarded by the successful bidder.

The broad definition of L1, L2, L3, and L4 support is as follows, including 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 SAP modules. • Interface for end users for incident reporting. • Handling user access-related requests. <p>If no solution is available, L1 personnel escalate incidents to a 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 L1 cannot handle. It would be involved in restoring services without changing the original design configurations and codes</p>

IT Support Level	Support Methodology
	<ul style="list-style-type: none"> • Accepting escalations from L1. • Triage incident & L2 issue diagnosis & tracking. • Conducting detailed investigation using tools, scripts, configuration changes, data fixes; • Guiding L1/end users on technical problem; • 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 and application fix is required <p>If no solution is available, L2 personnel escalate incidents to a L3.</p>
Level 3 (L3)	<p>This is more expert product and service support, which requires subject matter experts who are not involved in day-to-day operations. Their involvement arises out of escalation from L2 support or initiation of Change Requests.</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, Change Management & Release • 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 that requires L4 support would be routed to the Original Application Manufacturers, in this case, SAP, AWS, Microsoft and Guidewire.</p>

This RFP 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 RFP process unless and until a formal contract is signed and executed by duly authorized officers of RAF with the SP.

Application Support centre (L2 &L 3) Features: The bidder must propose how many resources must be deployed to support the SAP solution. 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.

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

4.3. Key Activities and Deliverables

The Bidder will be responsible for:

4.3.1 Deliverables

- a) The selected bidder must provide resources for all modules onsite for the first four (4) months for onboarding engagements, documentation of processes, process optimisation, problem area identification, handover, and thorough business engagements.
- b) The selected bidder must indicate the category of resources to be onsite and off-site for the duration of the contract.
- c) The selected bidder must ensure continuous documentation of the system after the 4th month after taking over the support environment.
- d) The selected bidder should assign at least one onsite resource for the following functions of the SAP ERP (i) ABAP Development, (ii) Basis, and (iii) SAP PO.

4.3.2 Operations and Maintenance:

- Smooth running of the SAP solution (SAP ECC6, Enterprise Portal, Process Integration, Document Management, Business Warehouse, Business Objects, Solution Manager, SAP BPT Cloud Connect and SuccessFactors), including 12x5 Helpdesk, ensuring business continuity and performance, for a period of to 5 years and would include.
 - Liaison with the Original Application Manufacturers (SAP);
 - 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 SAP software documentation.
- Interacting with the RAF officials to get project related approvals etc and
- Enhancements and Continuous Improvement. Such enhancements may arise due to business requirements or functional requirements.
- Maintain high systems availability in collaboration with RAF Cloud Infrastructure Manage Service team.
- The bidder will collaborate with the RAF SAP support team to ensure system support and health checks are maintained on a regular basis and
- Recommend new products or value-added functionalities to ensure that RAF functions effectively and efficiently.

4.3.3 Skills Transfer

RAF requires the selected bidder to participate actively in skilling the RAF IT Staff to provide basic support in an effective manner. Over the period of five years knowledge transfer of critical SAP roles must take place by assisting in the skilling of internal staff to perform SAP support and configuration on a full-time base. The critical roles will involve Basis, Security (Authorisations), FI/CO. Treasury, HR/Payroll, MM, BW, Data Services, ABAP and PO. These critical roles can be broaden as required by the RAF and will be agreed with the support party

- Training should be conducted in structured way.
- Documentation and training manual will be a requisite.
- All trainees should be evaluated based on their progress and feedback should be given by the Service Provider.
- Training request will be managed like any request and bucket hours or time and material will be used to fulfil the request

4.3.4 Expected Outcome and Services

- Effective remote support within the borders of South Africa
- Effective on-site support on request
- Effective management of account
- Sufficient reporting and tracking of call with measurement of SLA agreement.
- Effective enablement of RAF staff to enhance internal knowledge and capacity; and
- Well documented procedures and/or processes

4.3.5 Enhancements:

The RAF requires that the SAP solution be enhanced and continuously improved based on the RAF's business requirements.

4.3.6 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 SAP solution.
- b) The bidder shall be responsible for understanding the functional and technical details of the SAP solution and taking over from the incumbent application developer. The incumbent service provider will perform the knowledge transfer on the application and share the existing documentation as per the contract agreement.
- c) Until such time 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-take-over.

4.4. Specific Service Level

The service level agreement will work in conjunction with statement of work (SOW) which is an appendix to the specification document

- Service levels are reflected in the scope of requirements and are required at the end of the service transition period i.e. monthly.
- The Service Provider must consistently meet or exceed the following SL's. The Service Level methodology and the identification of Service Levels associated with Service Credits are detailed in Outcome-based Service Performance Framework (OSPF) (Annexure B).
- The Service Provider shall achieve the Service Levels (timelines) specified in this clause, failing which the Fund shall become entitled to the penalties (credits) specified in the Outcome-based Service Performance Framework.
- The Service Provider shall measure and report on the performance metrics outlined in this SLA monthly.

a) Primary Service Levels

Has a direct impact on RAF's business. Service Credits will be applied.

b) Secondary Service Levels

Has none to minimal direct impact on RAF's business. Other than as contemplated in clause 2.2.2 of OSPF, no service credits are applicable to these service levels, which have an allocation percentage of 0% (zero percent).

c) Service Availability and Performance

- The selected bidder must maintain uptime of 99.9%.

Percentage of Service Availability	Percentage of Downtime
99,9%	0.1%

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

4.6. Enhancements and Service Requests:

- a) **Proactive Enhancements:** Implement improvements that enhance performance, reliability, and usability in response to evolving business environments. Provide Integration support for any existing application introduced in RAF. Enhance the system based on problems logged.
- b) **Reactive Enhancements:** Enhancements to be implemented based on service requests logged/business requirements. Provide Integration support for any new application introduced in RAF.
- 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, diagnosis to be performed.

5. SELECTION & DEPLOYMENT OF RESOURCES

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

5.1 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 SAP 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 in a transparent manner, **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.

5.2 Resource Roles and Responsibilities

- **Technical Product Owner:** Oversees product vision and roadmap, ensures alignment with RAF's strategic goals, and communicates stakeholder needs to the development team. Is overall responsible for the bidder's engagement with RAF daily. Will work closely with the RAF Technical Product Owner.
- **SAP FI Functional Consultants:** Support and maintain the SAP FI Module from a functional and workflow perspective.

- **SAP SCM Functional Consultants:** Support and maintain the SAP SCM from a functional and workflow perspective.
- **SAP Payroll Functional Consultants:** Support and maintain the SAP Payroll from a functional and workflow perspective.
- **SAP ABAP Developers:** Customise various SAP modules using the ABAP programming language and tweak them as per the RAF requirements. Perform various aspects of the software development cycle, such as planning, coding, implementation, testing, and support.
- **SAP PI/PO/Integration Suite Consultant:** Support and maintain all the SAP integration points, including implementing new SAP Process Orchestration integration interfaces.
- **SAP ABAP Workflow Consultant:** Support and maintain the SAP workflow
- **SAP Data Services Consultant:** Develop and maintain ETL solutions.
- **SAP Analytics Cloud (SAC) Consultant:** Implement the tool, Develop and maintain SAC solutions.
- **SAP BW Consultant:** Designing, implementing, and deploying SAP Business intelligence solutions for end-to-end data warehousing and analytics, including SAP BW and Business Objects.
- **SAP SuccessFactors/HCM Consultants:** Provide functional support and leadership for the SAP SuccessFactors/HR system, which can include implementing standards and requirements, implementing upgrades, system configuration on all HCM Modules, system developments, training, design, and applications working closely with RAF HC Team
- **SAP Basis Consultant:** Provide technical support and leadership for SAP systems, which can include implementing standards and requirements, overseeing upgrades, establishing processes for monitoring performance, and managing system configuration, design, and applications, working closely with the RAF Infrastructure Support team.
- **SAP Authorisation Consultant**—Technical solution design, build, test, and implementation of new authorisation requirements using GRC Access Control. Assist with internal and external audit requests.
- **Performance & Automation Tester:** Conducts performance and stress tests, ensures the software's stability and scalability, and automates testing processes.

5.3 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 is to ensure that all new hires have a smoother and shorter learning curve and thus are productive within a short space of time. This programme should also cover the specifics of the SAP application, including its architecture, functionality, and operational procedures.
- **Continuous Learning and Development:** Encourage continuous professional development through training programs, 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.

5.4 Performance Monitoring and Quality Control

- **Regular Performance Reviews:** Conduct regular performance evaluations to assess each team member's contributions, and provide constructive feedback to the service provider on the competency of supplied resources. All such process 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 SAP solution.

5.5 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 ensures 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.

5.6 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.

6. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process shall be conducted under the following phases:

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

Phase 2: Mandatory Evaluation Process - At this phase Bid Responses are evaluated per the criteria specified in the Request for Bid (RFB) document for compliance to Mandatory Requirements. Bidder(s) who met the Mandatory Requirements will be evaluated further on Technical Requirements.

Phase 3: Technical/Functional Evaluation Process - At this phase Bidder(s) who met the minimum threshold of 70 points out 100 points allocated at Technical Evaluation will be further evaluated in the Price and Specific Goals.

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

6.1. Mandatory Requirement (Phase 2)

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

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

MANDATORY		
6.1.1 Certified/Accredited SAP Partner	Comply	Do Not Comply
<p>Bidder(s) must provide the PCoE partner certificate, their current accreditation and partnership with SAP.</p> <p>The RAF reserves the rights to verify/seek clarity on the certificate submitted.</p>		

6.1.2 Confirmation of Support to All Solution	Comply	Do Not Comply									
<p>Bidder(s) must confirm that they will capacitate and be certified to support the newer versions of SAP solution. (Please indicate comply or not comply with a tick)</p> <table><tr><td>SAP S/4HANA</td></tr><tr><td>SAP FIORI</td></tr><tr><td>SAP Business Technology Platform (BTP)</td></tr><tr><td>SAP Cloud ALM</td></tr><tr><td>SAP Business Integration Suite</td></tr><tr><td>SAP SuccessFactors (ALL Modules)</td></tr><tr><td>*SAP ARIBA</td></tr><tr><td>*SAP Analytic Cloud</td></tr><tr><td>*SAP Concur</td></tr></table> <p>NB: RAF reserves the right to verify the status with SAP AG.</p>	SAP S/4HANA	SAP FIORI	SAP Business Technology Platform (BTP)	SAP Cloud ALM	SAP Business Integration Suite	SAP SuccessFactors (ALL Modules)	*SAP ARIBA	*SAP Analytic Cloud	*SAP Concur		
SAP S/4HANA											
SAP FIORI											
SAP Business Technology Platform (BTP)											
SAP Cloud ALM											
SAP Business Integration Suite											
SAP SuccessFactors (ALL Modules)											
*SAP ARIBA											
*SAP Analytic Cloud											
*SAP Concur											

6.1.3 Confirmation of SAP Support to Resources		Comply	Do Not Comply																						
<p>Bidder(s) must confirm that support resources listed below will be assigned to the RAF contract are SAP K5 or higher in their experience. The requirements for resources are indicated on annexure A</p> <table><tr><th>No</th><th>Resource</th></tr><tr><td>1.</td><td>Service Delivery manager</td></tr><tr><td>2.</td><td>SAP payroll</td></tr><tr><td>3.</td><td>SAP MM/SCM</td></tr><tr><td>4.</td><td>SAP BW/BO</td></tr><tr><td>5.</td><td>SAP FI/CO</td></tr><tr><td>6.</td><td>SAP Basis</td></tr><tr><td>7.</td><td>SAP PI/PO</td></tr><tr><td>8.</td><td>SAP ABAP</td></tr><tr><td>9.</td><td>SAP workflow</td></tr><tr><td>10.</td><td>SAP HCM / Success Factors</td></tr></table> <p>The bidder is required to Attach all CVs for support of the RAF SAP modules and latest certifications with certified and verifiable ID copies of Support Resources. During project execution the RAF reserves the right to request additional resources as required.</p> <p>NB: RAF reserves the right to verify</p>		No	Resource	1.	Service Delivery manager	2.	SAP payroll	3.	SAP MM/SCM	4.	SAP BW/BO	5.	SAP FI/CO	6.	SAP Basis	7.	SAP PI/PO	8.	SAP ABAP	9.	SAP workflow	10.	SAP HCM / Success Factors		
No	Resource																								
1.	Service Delivery manager																								
2.	SAP payroll																								
3.	SAP MM/SCM																								
4.	SAP BW/BO																								
5.	SAP FI/CO																								
6.	SAP Basis																								
7.	SAP PI/PO																								
8.	SAP ABAP																								
9.	SAP workflow																								
10.	SAP HCM / Success Factors																								

6.2. 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 for further evaluation.

TECHNICAL/FUNCTIONAL	Points
6.2.1 COMPANY REFERENCES FOR SAP IMPLEMENTATIONS & SUPPORT	30
<p>The bidder has implemented and supported SAP Solutions for at least three (3) or more clients, with a minimum of 1500 active named licenses. It is expected that the reference should reflect SAP named licensed user quantities.</p> <p>Bidder(s) are requested to provide the following:</p>	

The bidder's proposal must be accompanied by at least three (3) contactable signed completion certificate(s)/reference letter(s) not older than five (5) years.

The completion certificate(s)/reference letter(s) must indicate SAP services rendered in detail, such as implementation and support solutions On-Premises and Amazon Web Services Cloud (AWS).

Bidders to ensure that client reference letters are:

on the client's letterhead

signed by the client representative,

includes the client contact details.

the project / support must have been completed within the last 05 years.

Includes SAP named licensed user quantities

Includes project description, such as implementation and support solutions On-Premises and Amazon Web Services Cloud (AWS)

OR

Bidders to ensure that completion certificates include the following details:

on the client's name

project deliverables.

Client signoff.

the project/support must have been completed within the last 5 years.

Includes SAP named licensed user quantities

Includes project description, such as implementation and support solutions On-Premises and Amazon Web Services Cloud (AWS)

Note: If any of the above information is missing, the bidder will be scored zero.

- **30 points** for more than 5 reference letters/completion certificates
- **25 points** for 4 reference letters/completion certificates
- **20 points** for 3 reference letters/completion certificates
- **0 points** for less than 3 or No letters/completion certificates

Note: RAF may verify the information provided, and if your referee does not confirm the information provided, the reference will not be considered.	
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6.2.2 SAP S/4 HANA IMPLEMENTATIONS AND SUPPORT	10
<p>The bidders must provide details of the SAP S/4 HANA implementation and support. They must also provide a) contactable references showing the company's name b) and a brief description of the statement of work, c) duration, and d) value.</p> <p>Note: If any of the above information is missing, the bidder will be scored zero.</p> <ul style="list-style-type: none"> • 10 points for 4 or more implementations and support, and 4 or more references • 5 points for 3 implementations and support, and 3 references. • 0 points for less than 3 Implementations and support and no references. <p>NB: The letter should specify support and implementation. If only implementation was done it must be specified on the letter same with the support.</p> <p>NB: RAF reserves the right to verify submitted letters</p>	

6.2.4 SAP SaaS IMPLEMENTATION & SUPPORT	10
<p>The bidders must provide the SAP SaaS Solutions implementation and support details, such as SAP S/4 HANA, SAP Success Factors and SAP Ariba. They must also provide contactable references showing the company's name and a brief but detailed description of the statement of work, duration, and value.</p> <p>The bidder must be accredited in implementing and support of the following SAP Solution</p> <ul style="list-style-type: none"> • SAP S/4 HANA, (4) <ul style="list-style-type: none"> ➤ Finance (1) ➤ HR/Payroll (1) ➤ Procurement (1) ➤ Facility Management (1) • SAP Success Factors (4) • SAP Ariba (2) 	

<ul style="list-style-type: none"> • 10 points for implementation and support for 3 or more SaaS services such as SAP S/4 HANA, SAP Success Factors, SAP Ariba, and more than 3 references for each. • 8 points for implementation and support more than 3 of SaaS services such as SAP S/4 HANA, and one of SaaS Services Success Factors or SAP Ariba with more than 03 references for each. • 6 points for implementation and support less than 3 SaaS services such as SAP S/4 HANA., and 03 or more references. • 4 points for implementation and support of one (1) SaaS service such as SAP S/4 HANA, SAP Success Factors, SAP Ariba etc., and 1 reference for each or implementation of SAP Success Factors or SAP Ariba • 0 points for no implementation of any SaaS service such as SAP S/4 HANA, Success Factors, SAP Ariba and no reference <p>NB: RAF reserves the right to verify submitted letters</p>	
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6.2.5 SLA MANAGEMENT	10
<p>The Bidder must provide a proposal or a report (Background of the case and relevant steps or process followed):</p> <ol style="list-style-type: none"> 1. Provide detailed documentation on how Incident, Service Request and Problem Management will be executed in accordance with agreed SLA (2) 2. Provide detailed documentation defining the escalation process to be used when RAF is not satisfied with the incident resolution (2) 3. Provide detailed documentation of Monthly management report including Service Levels, incident, and resolution (2) 4. Provide detailed documentation of an SLA report with resolution (2) 5. Provide detailed documentation tracking and resolving Audit findings or critical problem (2) <p>NB: The bidder will be scored on the information provided as per the above.</p>	

6.2.6 RESOURCES EXPERIENCE ON SAP IMPLEMENTATION & SUPPORT	40
<p>The bidders must provide max of 3 pages resumes of the proposed resources must comply with requirements on annexure A, that will be used to support the SAP Landscape in terms of each consultant's SAP K ratings and their appropriate skills to support the SAP Landscape in terms of the scope of work described in section.</p> <p>Criteria for Technical Resources x 8 (Service delivery manager, SAP payroll, SAP</p>	

MM/supply chain, SAP BW/BO, FI/CO, PI/PO, Basis, ABAP) = (40) <ul style="list-style-type: none"> • NQF Level 6 IT related Qualifications (2) • SAP Module Specific Certification (1) • Minimum years IT Experience (Number of Years) (1) • Five or more Implemented SAP Projects (include the name of the client if different) (1) <p>NB: The bidder will score zero if the NQF level is less than 6, SAP module specific certification is not attached, implemented projects are less than 5, and years of experience is less than indicated on annexure A.</p> <p>RAF reserves the right to verify information submitted</p>	
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NB: Client references letter/completion certificates mentioned above can be combined or separated depending on the work performed, both will be considered however if combined, the letter/certificate should depict all sections required

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

7. PRICE AND SPECIFIC GOALS

RAF requires resources to support the stated SAP ECC, SAP PI/PO, Enterprise Portal, Document Management, SAP Governance Risk & Control for access control, Solution Manager, Business Warehouse, Business Objects, and Data Services together with SAP SuccessFactors.

The bidder should provide the following:

- Retainer (bucket hours) and
- Time and Material

Description	Rate per hour	Total (per month)
Retainer 576 bucket hours		
Time and material 384 hours		

7.1 . The bidder will be required to price on the following:

	Managed Services: Limited 5-Year Term		
		Monthly Fixed Cost	Annual Cost (VAT Excl.)
SAP Support and Maintenance	Year 1		
SAP Support and Maintenance	Year 2		

SAP Support and Maintenance	Year 3		
SAP Support and Maintenance	Year 4		
SAP Support and Maintenance	Year 5		
Total Price (incl. VAT)			

1. Please indicate your total bid price (Including VAT) per option here:

R.....(compulsory)

2. **Important:** It is mandatory to indicate the 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).

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

Bidder's Name:

Signature:

Date:

ANNEXURE A

The following table contains the minimum key project resources that are required in respect of their roles, quantities, outputs/deliverables, qualifications & certifications, and experience.

- Bidders are required to submit CVs, qualifications and certifications for the key project resources listed below.

No.	Mandatory Role	Qty of Resources Required	Minimum Qualifications & Certification	Minimum Experience – to indicate start date and end date of services in (dd/mm/year) format	Did you attach required documents (Indicate Yes or No)
1	Technical Product Owner / Service Delivery Manager	1	NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering AND Professional Certification in Project Management (PRINCE2 Agile or any AGILE certification)	<ul style="list-style-type: none"> 10+ years in Project Management, 7+ years of which must be in project management SAP support and implementation projects. 5 years + Business Analysis experience 5 years + in service delivery management 	
2	SAP FI Functional Consultant	1	NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering AND SAP FI Certification	<ul style="list-style-type: none"> 5+ years' experience in SAP FI delivering at least 1 end-to-end project implementation. Should have a minimum 5 years in the capacity of SAP FI consultant 	
3	SAP MM/SCM Functional Consultant	1	NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering AND SAP SCM Certification	<ul style="list-style-type: none"> 5+ years' experience in SAP SCM both ERP core & Ariba delivering at least 1 end-to-end project implementations. Should have a minimum 5 years in the capacity of SAP MM consultant 	

4	SAP SuccessFactors/HCM Functional Consultant	1	<p>NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering</p> <p><u>AND</u> SAP HCM Certification/SAP SuccessFactors Certification</p>	<ul style="list-style-type: none"> • 5+years' experience in SAP HCM, both ERP core & SuccessFactors delivering at least 1 end-to-end project implementation • Should have a minimum 5 years in the capacity of SAP HCM consultant 	
5	SAP Payroll Functional Consultant	1	<p>NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering</p> <p><u>AND</u> SAP Payroll Certification</p>	<ul style="list-style-type: none"> • 5+ years' experience in SAP Payroll, delivering at least 1 end-to-end project implementation. • Should have a minimum 5 years in the capacity of SAP Payroll consultant 	
6	SAP PI/PO/CPI Consultant	1	<p>NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering</p> <p><u>AND</u> SAP PI/PO or Integration Suite Certification</p>	<ul style="list-style-type: none"> • 5+ years' experience in SAP PI/PO delivering at least 1 end-to-end project implementations. • Should have a minimum 5 years in the capacity of SAP PI/PO consultant 	
7	SAP ABAP Developer	1	<p>NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering</p> <p><u>AND</u> SAP ABAP Certification</p>	<ul style="list-style-type: none"> • 5+ years' experience in SAP ABAP delivering at least 1 end-to-end project implementations. • Should have a minimum 5 years in the capacity of SAP ABAP consultant 	
8	SAP Workflow Consultant	1	<p>NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering</p> <p><u>AND</u> SAP Workflow / ABAP Certification</p>	<ul style="list-style-type: none"> • 5+ years' experience in SAP Workflow, delivering at least 1 end-to-end project implementation. • Should have a minimum 5 years in the capacity of SAP Workflow consultant 	
9	SAP BASIS	1	<p>NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering</p> <p><u>AND</u></p>	<ul style="list-style-type: none"> • 5+ years' experience in SAP Basis, delivering at least 1 end-to-end project implementation. • Should have a minimum 5 	

			SAP Basis Certification	years in the capacity of SAP Workflow consultant	
10	SAP BW/BO	1	<p>NQF level 6 IT related qualification, in Business, Information Technology, Computer Sciences, Informatics, Engineering</p> <p><u>AND</u> SAP BW/BO Certification</p>	<ul style="list-style-type: none"> • 5+ years' experience in SAP Basis, delivering at least 1 end-to-end project implementation. • Should have a minimum 5 years in the capacity of SAP BW/BO consultant 	

ANNEXURE B

Resumes are to be limited to one single-sided letter-sized page as per the below template.

Personal Details

[Name & Surname]

[Nationality]

[Role assign to RAF Project]

Skills

[Skills 1]

[Skills 2]

[Skills 3]

Work Experience

[Years of work experience]

[Company / Project Name]

[Job Title / Project Role]

[Dates From] - [Recent]

[Describe your responsibilities and achievements in terms of impact and results. Use examples but keep it short]

[Company / Project Name]

[Job Title / Project Role]

[Dates From] - [To]

[Describe your responsibilities and achievements in terms of impact and results. Use examples but keep it short]

Qualifications & Certifications

[Qualifications]

[Intuition Name]

[Dates From] - [To]

[Qualifications]

[Intuition Name]

[Dates From] - [To]

[Certifications]

[Intuition Name]

[Dates From] - [To]

NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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