

## INVITATION TO BID

**BID NO:**

**RAF/2025/00020**

**BID DESCRIPTION:**

**THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT AN EXPERIENCED AND SUITABLE SERVICE PROVIDER TO PROVIDE ENTERPRISE INTERGRATION PLATFORM TO THE RAF FOR A PERIOD OF FIVE YEARS**

**PUBLICATION DATE: 11 JULY 2025**

**BRIEFING SESSION DATE AND TIME: 24 JULY 2025 @ 11:00 AM**

**A NON-COMPULSORY BRIEFING SESSION WILL BE HELD AT:**

**ROAD ACCIDENT FUND: HEAD OFFICE**

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

**CLOSING DATE: 07 AUGUST 2025 @ 11H00 AM**

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

## TABLE OF CONTENTS FOR BID RAF/2025/00020

1. PART A: INVITATION TO BID
2. PART B: TERMS AND CONDITIONS FOR BIDDING
3. SBD 3.2: PRICING SCHEDULE (FIRM PRICES)
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](http://www.raf.co.za)) at no cost.
2. Submission of Proposals
  - Bid responses must be placed in the tender box clearly marked with a tender number and description; and
  - Bidders are required to submit an original Bid Document/Proposal (Hard copy) and a soft copy of the Original Bid Document/Proposal.
  - The proposal must be deposited in the tender box situated at the reception of RAF at the address given below:

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

3. Validity Period

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

4. Enquiries

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

Bid Enquiries: Matome Ramathoka

E-mail address: [Matomer@raf.co.za](mailto:Matomer@raf.co.za)

**Note: No telephonic enquiries will be entertained.**

Closing date and time for Bid questions and enquiries: **28 July 2025**

Publication date for Questions & Answers: **31 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.

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

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

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	RAF/2025/00020	CLOSING DATE:	07 AUGUST 2025	CLOSING TIME:	11H00
DESCRIPTION	THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT AN EXPERIENCED AND SUITABLE SERVICE PROVIDER TO PROVIDE ENTERPRISE INTERGRATION PLATFORM TO THE RAF FOR A PERIOD OF FIVE YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Road Accident Fund (RAF) Eco Glades 2 Office Park					
420 Witch-Hazel Avenue					
Centurion					
0046					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Matome Ramathoka		CONTACT PERSON		
TELEPHONE NUMBER	012 649 2015		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:matomer@raf.co.za">matomer@raf.co.za</a>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
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

<b>1</b> 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]	<b>2</b> 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 ]
--	--	---	---

<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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"/>
<b>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.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

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

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

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

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-		Required by:	.....
-		At:	.....
-		Brand and model	.....
-		Country of origin	.....
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)	.....
-		Period required for delivery	.....
-		Delivery:	*Firm/not firm

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

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

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

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

Where:

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

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

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

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

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

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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

---

<sup>1</sup> 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 consortium<sup>2</sup> 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

---

<sup>2</sup> 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.

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

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

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## **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 (IP S) of the Department of Trade and Industry (dti) is charged with the responsibility of administering:

### **1 PILLARS OF THE PROGRAMME**

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

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.

or

(c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.

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

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

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

### **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

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

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

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

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

### **4 PROCESS TO SATISFY THE NIP OBLIGATION**

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

Bid number .....

Closing date: .....

Name of

bidder.....

Postal address

.....

.....

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \qquad \text{or} \qquad 90/10$$



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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (minimum 51% ownership or more)	<b>10</b>	<b>5</b>		
Women (minimum 51% ownership or more)	<b>8</b>	<b>4</b>		
Persons with disabilities (minimum 51% ownership or more)	<b>2</b>	<b>1</b>		

#### 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## **BID SPECIFICATION: ENTERPRISE INTERGRATION PLATFORM TO THE ROAD ACCIDENT FUND (RAF) FOR A PERIOD OF FIVE YEARS**

### **1. INTRODUCTION**

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

The customer base of the RAF comprises not only the South African public, but all foreigners who may have had accidents within the borders of the country. The RAF head office is in Centurion there will be other Customer Experience Centres in each province in the country. Where the project scope requires staff compliment and/ or space to determine pricing, such will be included in the requirements

### **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 amendments are allowed after the closing of a bid. Bid proposals must be clearly indexed and cross referenced to a Table of Contents.
- 2.4. Companies or Directors included on the National Treasury register of Restricted Suppliers and/ or Tender Defaulters will be automatically disqualified from the bidding process.
- 2.5. As prescribed, all Standard Bidding Documents (SBD Forms – Returnable Documents) must be fully completed and duly signed. All Returnable Documents must be submitted with the proposal at the closing of a bid.
- 2.6. The RAF will confirm the following prior to any award being made:
  - That the bidder is registered on the National Treasury Central Supplier Database (CSD)

- That the bidders' tax status is compliant with the South African Revenue Service (SARS). In cases where the recommended bidder is non-compliant with SARS, the bidder will be allowed (seven) 07 working days to rectify their tax matters. If the bidder fails to rectify their tax matters, they will then be disqualified once the 7th working day period lapses.

### **3. PROJECT BACKGROUND**

The Road Accident Fund (RAF) has embarked on a digital transformation journey to increase the efficiency and effectiveness of processes, capabilities, and overall operating models. To continue delivering value to claimants, the RAF has recently adopted an Enterprise-Wide Cloud Adoption Strategy and implementation roadmap for migrating applications to a multi-cloud architecture aligning with well-architected framework principles.

As part of the strategy, RAF has developed a digital roadmap and cloud migration strategy. A number of 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.

### **4. PROJECT REQUIREMENTS**

To realise the value of the ICT strategy RAF invites proposals from reputable System Integrators (SI) with experience on past engagements to overhaul the current Enterprise Application Integration platform to enable the organisation to fulfil the end-to-end integration requirements in the hybrid cloud environment. In addition, the System Integrator must assist in establishing the Integration Competency Centre (ICC) which will focus more on the enterprise integration adoption and ensuring best practices, processes governance and standardisation.

The project entails the complete transformation of the integration infrastructure including processes, governance, transitioning SAP Process Integration and SAP Process Orchestration (SAP PO/PI) to SAP Integration Suite

The System Integrator is required to supply the resources to:

- Review the current installation of the SAP Process Integration and SAP Process Orchestration (SAP PO/PI);
- Review, develop and expand on the additional internal non-SAP interfaces in the SAP Integration Suite;

- Review, develop and expand on the external interfaces in the SAP Integration Suite;
- Develop/configure, customize, and maintain any additional Hybrid Cloud Integration Platform and
- Establish the Integration Competency Centre.

This RFP is not an offer by RAF, but an invitation to receive responses with the estimated cost from the eligible System Integrators. 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 SI.

## **5. PROJECT NEEDS AND PURPOSES**

The project intends to centralise the applications integration knowledge and expertise within the ICC to improve efficiency, enhance security and compliance practices, and drive innovation. This will help RAF to deliver services effectively to achieve its mission and do so in an efficient manner that yields cost savings.

The ICC will have a wide range of responsibilities, including but not limited to the following:

- Leading and supporting enterprise integration (data, system and process) projects with the cooperation/coordination of subject matter experts;
- Promoting enterprise integration as a formal and strategic enterprise discipline;
- Developing subject-matter experts in integration processes and operations and then leverage their expertise throughout the organization;
- Assessing and selecting integration technology and approaches;
- Managing integration projects throughout the organization;
- Optimizing integration investments across the enterprise level and then to leverage economies of scale to maximize the use of the integration tools portfolio;
- Driving innovation, Continuous Integration and Continuous Delivery (CI/CD) in the organisation's integration adoption.

## **6. SCOPE OF WORK**

RAF is migrating the current interfaces deployed in SAP PI/PO to SAP Integration Suite as part of RISE with SAP, where the current SAP ECC is in transition to SAP S/4HANA. This exercise will pave the way for enhanced quality, improved speed of operations and intelligent automation.

As part of the RAF digital transformation, we will use existing technology to expand and integrate all the existing applications through the SAP Integration Suite. This Request for Proposal (RFP) is for implementing SAP to SAP and non-SAP interfaces in the SAP

Integration Suite to leverage existing technology and enable proper integration between different applications presently implemented in RAF.

RAF seeks to appoint an experienced service provider to assist in expanding the current integration platform and establishing the Integration Competency Centre (ICC) in line with the Cloud adoption strategy.

The following are some of the methods currently being used to transfer data within RAF's internal systems and external systems:

- Use of API and Webservices to integrate between on premise applications and external applications.
- Several custom developed integration services, tools and interfaces are created between the different business applications.
- Data and files sent through e-mails with processes on either side for consumption purposes.

RAF has identified a need for an enterprise-wide integration platform that connects RAF applications, systems, services and processes across the various cloud hosting platforms.

In addition, the program will introduce governance, establish the Integration Competency Centre, and lay the foundation for realising full end-to-end integration requirements.

RAF has evaluated the current integration infrastructure and proposes an interim future direction to ensure the maximum use of the SAP Cloud Platform Integration Suite.

## **6.1. SOFTWARE SOLUTION**

RAF has already acquired licenses for SAP Integration Suite and busy with migration of the current interfaces in SAP PO/PI. The selected vendor will roll out the solution as an enterprise-wide integration platform based on proven solutions and best practices. RAF needs to implement services that support variety of scenarios simultaneously as expressed in the table below

<b>Scenarios</b>
1. Application Integration
2. Application Programming Interface (API) Integration
3. Business Process Management (BPM) Integration
4. Business-to-Business Integration

5. Business to Government Integration
6. Cloud Application Integration
7. Extract Load & Transfer (ETL) integration
8. Internet of Things (IoT) Integration
9. Mobile Application Integration
10. Microservice Architecture Enablement
11. Managed / Batch File Transfer

## 6.2. PROJECT APPROACH

It is the RAF's intention to implement the solution in two phases. Phase one represents the assessment of the entire landscape and recommends best practices in line with the requirements gathered. This will include the integration of all internal Applications to Applications, Business Process Management Integration & Cloud Application Integration

Phase two represents the implementation of Business-to-Business and Business-to-Government in the hybrid environment (On-Premise and Cloud), together with the integration of the third-party applications as per recommended best practices in line with the gathered requirements.

***The following phases should be seen as guidelines and the bidders are expected to prioritise the implementation in line with the business requirements and priorities.***

At a minimum, the system must provide the following categories of functionality:

### 6.2.1. Phase 1 Internal Applications to Applications, including Cloud Integration

- Conduct a pre-migration review of the SAP PI/PO to the SAP Integration suite
- Review the existing interfaces deployed in SAP PI/PO or SAP Integration suite and re-implement based on the best practices
- Assess and gather requirements on the potential integration of the existing point-to-point and custom-developed interfaces
- Assess the manual interfaces in the current environment



### **6.2.2. Phase 2 Business to Business (B2B) and Business to Government (B2G) including:**

- Review all the business-to-business (B2B) and business-to-government (B2G) interfaces to ensure that they are deployed in accordance with best practices.
- Migrate and implement all the point-to-point B2B, B2G and external party interfaces such as the South African Revenues Services, Department of Homes Affairs, Road Traffic Management Corporation, Statistics South Africa, Health Professional Council of South Africa, Unemployment Insurance Fund, Compensation Fund, Judiciary & Sherrif of the Courts etc.
- Review the current geolocation and maps services such as Google Maps API & alternatives

### **6.2.3. Requirements Gathering and Analysis**

The service provider is expected to conduct thorough requirements-gathering sessions with RAF stakeholders and produce deliverables including but not limited:

- Business Requirements Specification.
- Technical Requirements Specification and
- Software Requirement Specifications will be used as input into the project's design phase.

### **6.2.4. Design**

As part of this project's design phase, the service provider is expected to deliver deliverables such as Functional Designs, Solution Designs, Interface Designs, System Architecture, and Detailed Design Specifications.

### **6.2.5. Implementation and Configuration**

Based on the requirements gathered, the service provider is expected to migrate the legacy interface and configure new interfaces in the SAP Integration Suite Solution to fulfil all approved requirements/specifications by the RAF, including the existing configuration specification on the current solution.

### **6.2.6. Testing**

The service provider is expected to lead the testing effort for the configured solution. The service provider will be requested to produce test cases, test summary reports, test results, quality assurance plans, revised bug lists and user acceptance tests.

### **6.2.7. Deployment**

The service provider is expected to deploy fully tested solutions to environments such as Development, Quality Assurance, Pre-Production, Production and Disaster Recovery. The Pre-Production environment must be similar to the Production environment for use by the RAF.

### **6.2.8. Data Migration**

The service provider is expected to lead the data migration process and develop the necessary technical capabilities to extract, transform and load the data into the proposed solution.

As part of this process, the service provider is expected to produce data migration deliverables, including, but not limited to, migration strategy, source-to-target mapping specification, and data quality management specification including critical data elements, data profiling and remediation plans.

### **6.2.9. Integration Competency Centre & Change Management**

Service providers must also show how they will establish the Integration Competency Centre lead Change Management of the proposed solution to ensure easy adoption by stakeholders.

### **6.2.10. Maintenance and Support**

The service provider is expected to provide comprehensive maintenance and support for the SAP Integration Suite and Integration Competency Centre for **five (5) years**.

## **7. Project Management Services**

The service provider(s) must provide Project Management Services to fully implement the solution. Service provider(s) must include the project management approach and plan detailing all the deliverables to be delivered to the RAF during the implementation of the solution. The service provider(s) project management methodology must be detailed to convey to the RAF that the service provider(s) can deliver the proposed solution on time and on budget. The methodology must indicate clear stage gates that require approval and signoff, triggering payments upon completion of key milestones.

In addition to Project Management services, the service provider is also expected to provide project Support Services which include, amongst others, the following:

- Collection, control, reformatting, and compilation of project reports;
- Administration and coordination of required resources to facilitate project related meetings;

- Compilation and distribution of project related meeting minutes and
- Any other services that relate to Project Administration.

The service provider is expected to use the following standards for managing and executing the project:

- PRINCE2 and
- Agile Methodology.

The following deliverables are required in the bidder's response:

### **7.1 Project Management Plan**

Detail project plan with milestones and estimated timeliness.

### **7.2 Project Deliverables**

Project artefacts (Architecture, Functional, Technical, Testing, Operational Manuals and Training Materials).

### **7.3 Project Planning and Scope Definition**

Define the project scope and establish a clear roadmap by:

1. Involve key stakeholders in the planning phase, including business users, IT teams, and management.
2. Establish High-level requirements through stakeholders' consultations and develop the project charter and plan.
3. Conduct Blueprint Sessions to collect and understand business requirements.
4. Identifying the systems, applications, and data sources that require integration.
5. Define/develop the integration patterns and scenarios
6. Develop a detailed project plan outlining the timeline, resource allocation, milestones, and deliverables.

### **7.4 SAP Integration Suite Requirements**

The expected scope of work for the SAP Integration Suite are as follows;

1. Implement the Claims & Suppliers Bank Payment module (end-to-end) based on the requirements as per the signed-off blueprint.

2. Reimplement existing interfaces between non-SAP or Core Operation Systems, such as the Claims, Litigation Management System, Customer Relations Management, and Medical systems.
3. Configuration of any required technical systems and the corresponding SAP Integration Suite,
4. Designing and implementing integration scenarios,
5. Develop application program interfaces or custom connectors
6. Incorporate the adaptors or connectors for the following core systems i.e. (Guidewire, SAP S/4 HANA, SuccessFactors, SAP Ariba, Microsoft Azure Analytics Platform & Customer Relationships Management, etc)
7. Ensure the accuracy and integrity of data transferred between systems
8. Transport the developed interfaces from the development to the quality assurance platform in the SAP landscape;
9. Leverage existing relationships in building the required integration points i.e. (Google Maps business and government entities)
10. Prepare test scripts for unit and integration testing.
11. Lead business users in unit and integration testing.
12. Preparation of user guides, test scripts (unit/integration), configuration and technical documentation.

### **7.5. Data Security and Regulation**

The integration service should provide secure communication channels to ensure that data is transmitted securely between systems.

1. Authentication and Authorisation: The integration service should support strong authentication and authorisation mechanisms to ensure that only authorised users and systems can access and modify data.
2. Encryption: The integration service should use encryption to protect data in transit and at rest, using industry-standard protocols and algorithms.
3. Access Control: The integration service should provide fine-grained access control to data, services, and APIs, using role-based access control (RBAC) and other mechanisms.

4. **Audit and Logging:** The integration service should provide comprehensive audit and logging capabilities, enabling administrators to monitor and track user activity and system performance.
5. **Compliance:** The integration service should comply with relevant security standards and regulations, such as POPIA, ISO 27001, HIPAA, PCI DSS, SOC 2 and GDPR, ensuring that data is protected and handled in a compliant manner.
6. **Disaster Recovery and Business Continuity:** The integration service should have a comprehensive disaster recovery and business continuity plan, including regular backups, redundancy, and failover mechanisms.
7. **Audit Trail:** The integration service should maintain audit trails of data accessed, added, deleted and edited by the users.

## **7.6. Integration Competency Centre**

Design and implement the Integration Competency Centre (ICC) responsible for governing the Integration Platform and ensuring best practices, processes, and standards are followed within the organization.

1. Review and develop a workforce plan to build out the support services of ICC.
2. Develop and deliver an organisational structure with roles and responsibilities to support the services provided by the ICC
3. Develop and deliver documentation of key functions of Integration Competency Centre components with definitions in collaboration with RAF, which are not limited
  - a. Integration Governance Policies
  - b. Standard Operating Procedures
  - c. Lifecycle management of Application Programming Interfaces (APIs)
  - d. Application Programming Interfaces best practices
  - e. Govern common integration components
  - f. Release management strategy
4. Develop and deliver
  - a. A charter for the Integration Governance Council;
  - b. Documented and defined roles and responsibilities of the Integration Governance Council;

- c. Documented and defined roles and responsibilities of the ICC team;

5. Develop and deliver a roadmap for achieving the desired end state.

### **7.7. Training and Change Management**

The service provider(s) is expected to conduct change management activities as part of this project. This is intended to drive and support end-users transitioning from the legacy integration services and processes to the SAP Integration Suite solution.

1. Outline necessary skillset and provide training plans for ICC roles in collaboration with RAF learning and development capability (or other partners where required):
  - a. User training as it pertains to their respective roles and responsibilities;
  - b. Customisation of training must be accommodated to ensure effectiveness when necessary and
  - c. Use of various training vehicles (in person and digitally delivered training to be considered).
2. Provide a
  - a. detailed workforce transition;
  - b. change management and training approaches;
  - c. including the risk management approach;
  - d. issues management approach and
  - e. quality management approach.
3. Conduct and coordinate super Users and business users training.
4. Conduct and Lead / Guide Cut-over activities before going live on BCM functionality.
5. Conduct Training / Knowledge transfer / Handover to the in-house SAP Integration Team.

### **7.8. Timeline**

The service provider must be able to complete the project within a specified timeframe, to be agreed upon with RAF, and must be able to provide regular updates on the progress of the project. The ***service is expected to deploy new interfaces after every sprint through the prescribed period.***

### **7.9. Communication**

The service provider must maintain open and regular communication with the organisation throughout the project.

## **7.10. Ownership**

The service provider must transfer full ownership of the deliverables to RAF once the project is completed. Source code and associated intellectual property will remain the property of the RAF.

## **7.11. Support**

The service provider must provide 4 years post-go-live support as agreed upon in the contract.

## **7.12. Interface Use Cases Demonstration**

The service provider must provide a presentation and demo of integration points according to the following use cases:

### **7.12.1. Employees Profile Update**

Onboarding new employees, role changes, offboarding of leaving employees, and ensuring user access and roles are activated, updated and terminated as per changes initiated by the HR system.

- SAP HR – SAP Integration Suite – Lightweight Directory Access Protocol (LDAP)

### **7.12.2. Employees Leave Integration**

Seamless integrates approved/cancelled employees' leave with MS Outlook, allowing automatic updates.

- SAP HR – SAP Integration Suite – MS Outlook

### **7.12.3 Claims Payments and Confirmation**

Disburses funds to several claimants/vendors after a valid claim is approved.

- Source - SAP Integration Suite – SAP FI/CO – SAP Integration Suite – Bank
- Bank - SAP Integration Suite – SAP FI/CO – SAP Integration Suite – Source

### **7.12.4 Claims Status**

View the status of the claims submitted

- Claim Systems – SAP Integration Suite - Claim Portal

**8. EVALUATION CRITERIA AND METHODOLOGY**

The Evaluation Process shall be conducted under the following phases:

**Phase 1: Initial Screening Process** - At this phase Bidders responses are reviewed to check if Bidders have responded according to RAF RFB document.

**Phase 2a: Technical/ Functional Evaluation Process** - At this phase, Bidder(s) who met the minimum threshold of 70 points out of 100 points allocated at Technical Evaluation will be further evaluated in Phase 3.

**Phase 2b: Solution Demonstration**—At this phase, the bidder(s) will be required to deliver a live demonstration per the use case requirements of this RFB document. Bidders must achieve a minimum score of 60 out of 100 points to proceed to the evaluation stage (Phase 3 Price and Preference Points). Bidders who do not achieve a minimum score of 90 out of 130 points will not be eligible to proceed further with the evaluation and will thus be disqualified.

**Phase 3: Price and Specific Goals evaluation** - The bid(s) will be assessed using the preferential point system specified in the RFB document.

**8.1. Technical/Functional Evaluation (Phase 2)**

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 therefore be disqualified.

TECHNICAL/FUNCTIONAL	Weight
<b>8.1.1 Authorised SAP Partner</b>	<b>5</b>
The bidder must at least be accredited by SAP as an Expert Partner/Advanced Partner/Essential partner to either Build, Sell, Service, and or Run the SAP Integration Suite <b>Note: The bidder must provide valid documentary proof through a letter or certificate, or any relevant proof issued by SAP indicating their accreditation/ status.</b>  <i>NB: The RAF reserves the right to verify submitted proof</i>	



Accreditation	Points	
SAP Expert Partner and above (Bidder to submit the copy certificate)	5	
SAP Advanced Partner (Bidder to submit the copy certificate)	3	
SAP Essential Partner excluding Expert or Advanced (Bidder to submit the copy certificate)	2	
No SAP Accreditation	0	
<b>8.1.2. Bidders SAP Integration Implementation &amp; Support References</b>		<b>10</b>
<p>The bidder has completed hybrid cloud SAP Integration deployment (on-premises or cloud) architecture projects. <b>Bidder(s) are requested to provide the following supporting documents:</b></p> <p>A minimum of two (02) completion certificate(s) or reference letter(s) for projects executed and supported within the last five (5) years.</p> <p>The client reference letter(s) or project completion certificate(s) must indicate services rendered, including details such as the implementation and support of the SAP PI/PO, SAP Cloud Platform Integration (CPI), or SAP Integration Suite.</p> <p><b>Bidders to ensure that client reference letters are:</b></p> <ul style="list-style-type: none"> <li>- On the client's letterhead</li> <li>- Client's contact details</li> <li>- Project start and end dates, i.e. the project/support must have been completed within the last five (05) years</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p><b>Bidders are to ensure that completion certificates / closed-out reports include the following details:</b></p> <ul style="list-style-type: none"> <li>- On the client's name</li> <li>- Project deliverables</li> <li>- Project start and end dates, i.e. the project/support must have been</li> </ul>		

<p>completed within the last 5 years</p> <p><b>Note: If any of the above information is missing, the client reference letter or project completion certificate will not be considered</b></p> <ul style="list-style-type: none"> <li>✓ <b>10 points</b> for 4 or more reference letters or project completion certificates</li> <li>✓ <b>8 points</b> for 3 reference letters or project completion certificates</li> <li>✓ <b>5 points</b> for 2 reference letters or project completion certificates</li> <li>✓ <b>0 points</b> for 1 OR No reference letter or project completion certificates</li> </ul> <p><b>Note: RAF reserves the right to verify the information provided, and if your referee does not confirm the information provided, the reference will not be considered.</b></p>	
<p><b>8.1.3. Bidders Setup / Established the Integration Centre of Excellence.</b></p>	<p><b>5</b></p>
<p>The bidder has set up or established the Integration Centre of Excellence.</p> <p><b>Bidder(s) are requested to provide the following supporting documents:</b></p> <p>The client reference letter(s) or project completion certificate(s) for establishing the Integration Competency Centre.</p> <p><b>Bidders to ensure that client reference letters are:</b></p> <ul style="list-style-type: none"> <li>- On the client's letterhead</li> <li>- Including the client's contact details.</li> </ul> <p style="text-align: center;"><b>OR</b></p> <p><b>Bidders to ensure that completion certificates include the following details:</b></p> <ul style="list-style-type: none"> <li>- On the client's name</li> <li>- Project deliverables.</li> </ul>	

<p>- Client signoff.</p> <p><b>Note: If any of the above information is missing, the client reference letter or project completion certificate will not be considered</b></p> <p>✓ <b>5 points</b> for 1 or more reference letters or client completion certificate</p> <p>✓ <b>0 points</b> No submission or irrelevant reference letter or client completion certificate</p>									
<p><b>8.1.4. Bidder Resources Experience implementing SAP PI/PO, SAP Cloud Platform Integration (CPI), or SAP Integration</b></p>	<p><b>55</b></p>								
<p>Bidder(s) must provide a summary of the company's staff complement and CV details/experience of the team to be assigned to this project. The following key resources must be assigned :</p> <ul style="list-style-type: none"> <li>• Technical Lead - SAP Certified</li> <li>• Project Manager – PMBOK or PRINCE 2 Certified</li> <li>• Intermediate Resource - SAP Certified</li> <li>• Junior Resource - SAP Certified</li> </ul> <p><b>Technical Lead</b></p> <p>The Technical Lead must have a minimum of 10 years of experience in SAP Integration (e.g., SAP Integration Suite, SAP PI/PO, or SAP Cloud Platform Integration (CPI)) and other IT-related services. A copy of the SAP Integration certification and CV must be provided</p> <table border="1" data-bbox="213 1541 1150 1839"> <thead> <tr> <th data-bbox="213 1541 852 1576">Experience</th> <th data-bbox="852 1541 1150 1576">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="213 1576 852 1664">The technical lead does not meet the minimum requirements</td> <td data-bbox="852 1576 1150 1664" style="text-align: center;">0</td> </tr> <tr> <td data-bbox="213 1664 852 1751">The technical lead meets the minimum requirements</td> <td data-bbox="852 1664 1150 1751" style="text-align: center;">15</td> </tr> <tr> <td data-bbox="213 1751 852 1839">The technical lead exceeds the minimum requirements</td> <td data-bbox="852 1751 1150 1839" style="text-align: center;">20</td> </tr> </tbody> </table>	Experience	Points	The technical lead does not meet the minimum requirements	0	The technical lead meets the minimum requirements	15	The technical lead exceeds the minimum requirements	20	
Experience	Points								
The technical lead does not meet the minimum requirements	0								
The technical lead meets the minimum requirements	15								
The technical lead exceeds the minimum requirements	20								

## Project Manager

Project Manager with a minimum of 10 years' experience in implementing SAP Solutions. A copy of the PMBOK or PRINCE 2 practitioner certificate and CV must be provided.

Experience	Points
The project manager does not meet the minimum requirements	0
The project manager meets the minimum requirements	5
The project manager exceeds the minimum requirements	10

## Intermediate Resource

The intermediate resource must have at least 5 years' experience in SAP Integration (e.g., SAP Integration Suite, SAP PI/PO, or SAP Cloud Platform Integration (CPI)) and other IT-related services. A copy of the SAP Integration certification and CV must be provided.

Experience	Points
The intermediate resource does not meet the minimum requirements	0
The intermediate resource meets minimum requirements	15
The intermediate resource exceeds the minimum requirements	20

The junior resource(s) must have a minimum of two (2) years of experience in support and implementation of SAP Integration Suite, SAP PI/PO, or Cloud Platform Integration (CPI)) and other IT-related services. A copy of the SAP Integration certification and CV must be provided.

Number of clients/projects supported/implemented	Points
0 Client/Project support/implementation	0
< 2 Clients/Projects support/implementation	3
3 Clients/Projects support/implementation	5

***NB: RAF reserves the right to verify the information submitted***

8.1.5. **Project Management**

**25**

<p>Bidder(s) must include adequate and clear project management (inclusive of implementation, change management, and data migration of the legacy interfaces to the integration solution).</p> <p>The proposed project management plan must include but not be limited to the following details:</p>		
Project Management	Points	
Must include:		
• Project Management & Governance	5	
• Change Management and	5	
• Risk Management	5	
• Implementation Plan (including migration)	5	
• Post Implementation stabilization, service delivery and support (including managed service lifecycle)	5	
<b>TOTAL POINTS</b>		<b>100</b>

**NB:** Bidders who score a minimum of 70 out of 100 points for Technical/Functional Criteria will be considered for the Presentation and demonstration of the use cases, which are part of the requirements.

## 8.2. Demonstration Evaluation (Phase 2b)

Shortlisted bidders will be required to technically demonstrate to RAF how the proposed solution meets the solution/technical requirements as contained in this RFB document, specifically in Phase 3 (Technical Evaluation Section). This will be delivered in a live technical demonstration of the proposed solution. Bidders will be given a maximum of five days' notice for the demonstrations.

**NB:** Bidders must score a minimum of 90 out of **130 points**, of which **20 points** must be from the Integration Lifecycle Management Scenarios during the Presentation/Demonstration.

PRESENTATION & DEMONSTRATION		Weight
8.2.2. Bidder Presentation and Demonstration Results		<b>130</b>
<b>Employees Profile Update</b>		<b>15</b>
Demonstration & Presentation Quality	Clarity and organisation of the demonstration presentation. Demonstration of the employee lifecycle (onboarding, role changes, offboarding) and real-time role/access updates.	The demonstration did not meet requirements – 0 The demonstration meets requirements – 5

Functional & Technical Completeness	Accurate reflection of HR system triggers. Proper handling of user role activations/termination and data integrity. Adherence to security and compliance standards.	The demonstration did not meet requirements – 0
		The demonstration meets requirements – 5
Support & Operational Readiness	Demonstration of robust error handling, logging, and audit trails. Capability for real-time updates and support for operational monitoring.	The demonstration did not show error handling, logging, and audit trails – 0
		The demonstration has error handling, logging, and audit trails requirements – 5
<b>Employees Leave Integration</b>		<b>15</b>
Demonstration & Presentation Quality	Clarity in presenting the leave integration workflow. User-friendly demonstration of automatic Outlook updates for approved or cancelled leaves.	The demonstration did not meet requirements – 0
		The demonstration meets requirements – 5
Functional & Technical Completeness	Accuracy and timeliness of leave status updates. Seamless integration with Outlook calendars. Robust exception management for data discrepancies.	The demonstration did not meet requirements – 0
		The demonstration meets requirements – 5
Support & Operational Readiness	Evidence of scalability and monitoring tools. Effective incident resolution and error alerting mechanisms. Reliability under varying load conditions.	The demonstration did not show error alerting mechanisms – 0
		The demonstration has shown error alerting mechanisms – 5
<b>Claims Payments &amp; Confirmation</b>		<b>15</b>
Demonstration & Presentation Quality	Clear, concise demonstration of the multi-claimant payment disbursement process. Quality of the user interface and ease of navigation through the payment workflow.	The demonstration did not meet requirements – 0
		The demonstration meets requirements – 5
Functional & Technical Completeness	Accurate validation of approved claims. Effective integration with payment gateways for disbursing funds to multiple vendors/claimants. Adherence to financial workflows.	The demonstration did not meet requirements – 0
		The demonstration meets requirements – 5
Support & Operational Readiness	Availability of monitoring and alerting mechanisms. Demonstrated escalation procedures in case of failed transactions. Support for troubleshooting and system recovery.	The demonstration did not show escalation procedures in case of failed transactions – 0
		The demonstration

		showed escalation procedures for failed transactions. – 5
<b>Claims Status</b>		<b>15</b>
Demonstration & Presentation Quality	Demonstration of the claims lifecycle (registration, validation and verification, merits, adjudication, litigation and settlement)	The demonstration did not meet requirements – 0
		The demonstration meets requirements – 5
Functional & Technical Completeness	Accurate reflection of Claim status stages.	The demonstration did not meet requirements – 0
		The demonstration meets requirements – 5
Support & Operational Readiness	Last Claim Status Update.	The demonstration did not meet requirements – 0
		The demonstration meets requirements – 5
<b>Integration Lifecycle Management</b>		<b>35</b>
Lifecycle Process Clarity	The demonstration clearly defines and exhibits all lifecycle phases (deployment, active monitoring, maintenance, decommissioning). Objective evidence may include process flow diagrams, phase transition timelines, or step-by-step narration of lifecycle events.	The demonstration did not show any of the deployment, active monitoring, maintenance, decommissioning or enhancements – 0
		The demonstration has shown 2 of the following the deployment, active monitoring, maintenance, decommissioning or enhancements – 3
		The demonstration has shown all the following the deployment, active monitoring, maintenance, decommissioning or enhancements – 5
Deployment	The demonstration includes the deployment process (e.g., environment setup, configuration, testing) with observable steps and no errors.	The demonstration did not show the deployment process – 0

		The demonstration did not show the deployment process – 5
Configuration Management	The demonstration shows the capability to manage and update integration configurations with proper version control. Evidence includes a live view of configuration panels, change logs, or real-time updates that confirm controlled configuration changes.	The demonstration did not show the capability to manage and update integration configurations with proper version control – 0
		The demonstration has shown the capability to manage and update integration configurations with proper version control – 5
Monitoring and alerting	Active monitoring tools or dashboards must be displayed during the demonstration. These must objectively show system health, performance metrics, and real-time alerts/logs that confirm continuous oversight of the integration process.	The demonstration did not show system health, performance metrics, and real-time alerts/logs that confirm continuous oversight of the integration process – 0
		The demonstration has shown 2 of the following system health, performance metrics, and real-time alerts/logs that confirm continuous oversight of the integration process – 3
		The demonstration has shown all the following system health, performance metrics, and real-time alerts/logs that confirm continuous oversight of the integration process – 5
Change Management & Rollback	The demonstration includes a controlled example of applying an integration change and the ability to roll back to a previous version if necessary. Evidence includes clear procedures, documented	The demonstration did not show clear procedures, documented test cases, or live



	<p>test cases, or live execution that objectively verifies change and rollback capabilities. The demonstration shows how updates or patches are applied to the integration without downtime or workflow disruption.</p>	<p>execution that objectively verifies change and rollback capabilities – 0</p> <p>The demonstration has shown 2 of the following (clear procedures, documented test cases, or live execution that objectively verifies change and rollback capabilities) – 3</p> <p>The demonstration has shown all of the following (clear procedures, documented test cases, or live execution that objectively verifies change and rollback capabilities) – 5</p>
<p>Integration Services Versions Management</p>	<p>The demonstration must show how multiple concurrent versions of the same service are managed. This includes version tagging, maintaining backward compatibility, routing service requests to the correct version, and outlining deprecation procedures. Evidence includes version control displays, dashboards, or protocols that objectively verify effective version management.</p>	<p>The demonstration has not shown version control displays, dashboards, or protocols that objectively verify effective version management – 0.</p> <p>The demonstration has shown version control displays, dashboards, or protocols that objectively verify effective version management. – 5</p>
<p>Decommissioning/Update Process</p>	<p>The demonstration presents a clear, verifiable process for decommissioning or updating outdated integration components. This includes minimal disruption procedures, supported by evidence such as tool displays, process documentation, or a live walkthrough of the decommission/update steps.</p>	<p>The demonstration did not show the verifiable process for decommissioning or updating outdated integration components – 0</p> <p>The demonstration has shown the verifiable process for</p>

		decommissioning or updating outdated integration components – 5
<b>Dashboard and Reporting</b>		<b>25</b>
Real-time Reporting & Monitoring	The dashboard displays live key integration metrics (e.g., system health, performance indicators, error rates) with data refresh intervals meeting pre-defined thresholds. Evidence includes live data feeds, updated metrics, and real-time log displays.	The demonstration has not shown key integration metrics (e.g., system health, performance indicators, error rates) – 0
		The demonstration has shown one (1) of the key integration metrics (e.g., system health, performance indicators, error rates) – 5
Historical Data Analysis & Trends	The system provides historical reporting capabilities by displaying trend data over specified periods. Objective evidence includes interactive trend graphs, historical charts, and logs that accurately reflect past integration performance.	The demonstration has not shown historical reporting capabilities – 0
		The demonstration has shown historical reporting capabilities by displaying trend data over specified periods. – 5
Customisability & Drill-down	The dashboard offers customisation features like filtering, sorting, and drill-down capabilities. This allows users to tailor the view and analyse detailed data. Evidence includes an interactive configuration panel or UI elements that enable these customisations.	The demonstration has not shown customisation features like filtering, sorting, and drill-down capabilities – 0
		The demonstration has shown one (1) customisation features like filtering, sorting, and drill-down capabilities – 5
Alerting & Notifications	The evidence demonstrates the tool's ability to automatically trigger alerts based on defined performance thresholds. It includes a live demonstration of alerts being generated, visible notifications, and corresponding log entries that verify the alerting process.	The demonstration has not shown the ability of the tool to automatically trigger alerts based on defined performance thresholds – 0

		The demonstration shown the ability of the tool to automatically trigger alerts based on defined performance thresholds – 5
User Access & Security Controls	The dashboard incorporates role-based access controls, ensuring only authorised users can view or modify sensitive data. Evidence includes a demonstration of user login processes and restricted views for different user roles.	The demonstration has not shown role-based access controls, ensuring that only authorised users can view or modify sensitive data– 0
		The demonstration has shown role-based access controls, ensuring that only authorised users can view or modify sensitive data– 5
<b>Demonstration &amp; Presentation Quality</b>		<b>10</b>
Structure flow	The demonstration follows a pre-defined sequence covering all integration use cases (i.e., Employees Profile Update, Employees Leave Integration, Claims Payment & Confirmation, Claims Status)	The demonstration did not follow a pre-defined sequence covering all integration use cases (i.e., Employees Profile Update, Employees Leave Integration, Claims Payment & Confirmation, Claims Status) – 0
		The demonstration follows a pre-defined sequence covering all integration use cases (i.e., Employees Profile Update, Employees Leave Integration, Claims Payment & Confirmation, Claims Status) – 2.5
Time Adherence	The live Demonstration was conducted within $\pm 5\%$ of the allocated demonstration time.	The demonstration was conducted over by more than $\pm 5\%$ of the allocated time – 0

		The demonstration was conducted within $\pm 5\%$ of the allocated demonstration – 2.5
Clarity & Visuals	Clear and organised visual aids (such as dashboards, logs, and screen captures) illustrate each integration point objectively.	The demonstration has not shown clear and organised visual aids to illustrate each integration point objectively – 0
		The demonstration has shown clear and organised visual aids to illustrate each integration point objectively – 2.5
Error-Free Delivery	The presentation is executed without observable technical interruptions or miscommunications.	The demonstration was not executed without observable technical interruptions or miscommunications - 0
		The demonstration was executed without observable technical interruptions or miscommunications – 2.5

## 10. PRICE AND SPECIFIC GOALS (PHASE 4)

The evaluation for Price and Specific Goals will be based on the 80/20 preference point system, and points will be allocated as follows:

Evaluation criteria				Points
1.	Price			80
2.	Specific Goals			20
	#	Specific Goals	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
	2	Women Ownership (minimum 51% ownership or more)	ID copy / CSD report	8
	3	Persons with disabilities (minimum 51% ownership or more)	Valid medical certificate issued by an accredited medical practitioner.	2

## 11. PRICING SCHEDULE

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

The bidder should quote on the Review of the AS-IS, Design the TO-BE, Implementation, Training and Knowledge Transfer and Post-Go-Live Support.

DELIVERABLES	DETAILED ONCE OFF COST (Transitioning and Implementation Services)	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Planning					
Assessment					
Implementation					
Post Implementation & Support					
<b>Total Price (incl. VAT)</b>					

**The bidder will be required to price on the following:**

1. Please indicate your total bid price here (inclusive of all costs and VAT and applicable taxes)  
R.....(compulsory)
2. Important: It is mandatory to indicate your total bid price as requested in point 1 above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the price indicated in point 1 above shall be considered the correct price.
3. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR)

Bidder's Name: .....

Signature: .....

Date: .....

**NATIONAL TREASURY**

**Republic of South Africa**



---

**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF  
CONTRACT**

## July 2010

### NOTES

The purpose of this document is to:

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

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

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



## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

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



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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

- |  |   |
|--|---|
| <b>29. Governing language</b>                                | 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.   |
| <b>30. Applicable law</b>                                    | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.  |
| <b>31. Notices</b>   | 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<br><br>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.  |
| <b>32. Taxes and duties</b>                                  | 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.<br><br>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.<br><br>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.   |
| <b>33. National Industrial Participation (NIP) Programme</b> | 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.  |
| <b>34 Prohibition of Restrictive practices</b>               | 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).<br><br>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.