

INVITATION TO BID

BID NO:

RAF/2025/00002

BID DESCRIPTION:

THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT A SERVICE PROVIDER TO IMPLEMENT AND SUPPORT AN ENTERPRISE DATA AND ANALYTICS SOLUTION FOR A PERIOD OF 5 YEARS

PUBLICATION DATE: 25 FEBRUARY 2026

BRIEFING SESSION DATE AND TIME: 04 MARCH 2026 @ 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: 27 MARCH 2026 @ 11H00 AM

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

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IMPORTANT NOTES:

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

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

3. Validity Period

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

4. Enquiries

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

Bid Enquiries: Shadi Matlou

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

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **06 March 2026**

Publication date for Questions & Answers: **12 March 2026**

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

Important Notes:

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

MANDATORY/ LEGISLATIVE REQUIREMENTS

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

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RAF/2025/00002	CLOSING DATE:	27 March 2026	CLOSING TIME:	11H00
DESCRIPTION	THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT A SERVICE PROVIDER TO IMPLEMENT AND SUPPORT AN ENTERPRISE DATA AND ANALYTICS SOLUTION FOR A PERIOD OF 5 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Road Accident Fund (RAF) Eco Glades 2 Office Park					
420 Witch-Hazel Avenue					
Centurion					
0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Shadi Matlou		CONTACT PERSON		
TELEPHONE NUMBER	012 649 2030		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Shadim@raf.co.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:.....

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

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

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

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

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

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

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

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

SDB4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

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

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP Policy and Guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (dti) is charged with the responsibility of administering:

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked against the imported content of the contract. Any contract having an imported content equal to or exceeding US\$10 million or other currency equivalent to US\$10 million will have an NIP obligation. This threshold of US\$10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.
or
 - (c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of subparagraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content, whilst suppliers in respect of sub-paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners, or suppliers
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million, submit details of such a contract to the dti for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services;

renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in sub-paragraphs 1.1.(b) to 1.1. (d) above.

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

Bid number

Closing date:

Name of

bidder.....

Postal address

.....

.....

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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,	10	5		

1996. (minimum 51% ownership or more)				
Women (minimum 51% ownership or more)	8	4		
Persons with disabilities (minimum 51% ownership or more)	2	1		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

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

BID SPECIFICATION – APPOINTMENT OF A SERVICE PROVIDER TO IMPLEMENT AND SUPPORT AN ENTERPRISE DATA AND ANALYTICS SOLUTION FOR A PERIOD OF 5 YEARS

1. BACKGROUND OF THE ROAD ACCIDENT FUND

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

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

2. SPECIAL INSTRUCTIONS TO BIDDERS

- 2.1 The bidder must be an eligible, registered service provider in terms of the applicable laws of the country.
- 2.2 The bidder must have a business continuity management plan, which must be available for inspection by the RAF during the subsistence of rendering services to the RAF.
- 2.3 The Evaluation Criteria that were published with a Request for Proposal/ Bids will be used to assess bidders' responses and no amendment 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)
 - 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. INTRODUCTION TO PROJECT REQUIREMENTS

The purpose of this procurement specification is to outline the requirements for the design, implementation, and management of an Enterprise Data and Analytics Solution. This Solution will serve as a central repository for large volumes of structured and unstructured data collected from various business operations, external sources, and third-party providers. It will enable advanced analytics, reporting, and machine learning capabilities that support data-driven decision-making across the organisation.

The Enterprise Data and Analytics Solution is envisioned to facilitate the storage, processing, and retrieval of diverse data types, enabling scalable and flexible analytics. This data lake will serve as the foundation for improved business insights, predictive analytics, and real-time decision support across various business units.

Key objectives of this procurement include the appointment of a service provider to:

- supply and deploy a ~~tool~~, Solution
- supply the necessary licenses,
- design and build the solution in Amazon Web Services (AWS) cloud:
 - Data Lake to host all the needed raw data from different data sources
 - RAF Enterprise Data and/Analytics Platform
- provide data governance, data quality, data security, and metadata management across the platform,
- training for the technical team, and
- provide maintenance and support

The successful implementation of the Enterprise Data and Analytics solution will empower the organisation to harness the full potential of its data assets, improve operational efficiencies, enhance customer experiences, and drive innovation through data-driven insights. This document outlines the technical, functional, and security requirements necessary to achieve these objectives and establish a sustainable, future-proof solution for enterprise analytics.

4. PROJECT BACKGROUND

The current RAF analytics landscape is comprised of numerous reporting platforms which include i). SAP BW hosted On-Premises, ii). Intelligence Data Platform hosted on Microsoft Azure cloud, iii) Desktop reporting using Microsoft SQL Server Management Studio, iv) Desktop reporting using Microsoft Excel, v). Data Migration (S4HANA and Guidewire), SAP Web Intelligence, and Microsoft Power BI. These analytics platforms are complex, resource intensive, costly and siloed. Furthermore, the platforms lack the ability to handle large volumes of data including structured, semi-structured and unstructured data, and the data migration capability.

The RAF has massive volumes of data generated from different input channels including RAF Website, Mobile Apps, Claims System (legacy and new), Backed-up Claims tables, Content Management System(Microsoft SharePoint), SAP ERP (ECC and S4HANA), Kiosks, Mail Exchange, Social media, Customer Relations Management (CRM), RAF Paper scanning, Customer Engagement Centre(CEC), E-Recruitment(SAP SuccessFactors), E-Signature (Adobe Pro), Enterprise Governance Risk and Compliance(GRC), Physical Security System (Video and Biometrics), and Systems logs.

Enterprise Data and Analytics solution Use cases:

- Claims Operations: the entire claims operations value chain and business capabilities.
- Human Capital, Finance and Marketing Analytics: Analysing claimant and employee data for segmentation, personalisation, and targeting.
- Supply Chain and Operations Optimisation: Using historical and real-time data to optimise inventory, logistics, and operational efficiency.
- Actuary Analytics: Using mathematical, statistical, machine learning and financial models to assess risk, predict future events, and set appropriate pricing strategies.
- Strategy and Transformation: Project management and reporting tool for monitoring, tracking and related management capabilities.
- Internal Audit: Auditing and monitoring
- Forensic Investigation: Investigation and fraud detection

5. PROBLEM STATEMENT

Considering the data requirements and diverse use cases across various RAF business units, it is evident that there is a strong need for a **modern, cloud-native data platform** that can meet current and future organizational data demands.

Key Objectives and Requirements

1. Modern Cloud-Native Architecture

- Employ cloud-native design patterns and principles to ensure scalability, resilience, and flexibility.
- Leverage managed cloud services to reduce infrastructure overhead and improve operational efficiency.

2. Centralized and Flexible Data Storage

- Store data in its **original (raw) format** to preserve fidelity and enable multiple downstream uses.
- Support **incremental data ingestion**, transformation, and enrichment for analytics and reporting.

3. Support for Multiple User Groups

- Enable collaboration across different roles, including:
 - **Data Engineers** – for ingestion, transformation, and integration.

- **Data Analysts** – for insights, visualization, and business reporting.
- **Data Scientists** – for advanced analytics, AI, and machine learning use cases.
- **Data Governance Teams** – for ensuring data quality, compliance, and security.

4. **Cost Efficiency**

- Reduce the total cost of ownership (TCO) by minimizing manual data warehouse management efforts.
- Utilize **pay-as-you-go** models for scalable compute and storage resources.

5. **Support for All Data Types**

- Seamlessly handle **structured**, **semi-structured** (e.g., JSON, XML), and **unstructured** (e.g., documents, images, logs) data.

6. **Self-Service Analytics and Reporting**

- Empower business users with a **self-service data platform** that supports data exploration, ad-hoc analysis, and reporting.
- Provide tools for **data discovery** and **metadata cataloging** to enhance transparency and accessibility.

7. **Data Governance and Security**

- Implement robust data governance frameworks ensuring data accuracy, lineage, and compliance.
- Enable secure and auditable access controls based on user roles and responsibilities.

8. **Data Accessibility and Democratization**

- Promote a culture of **data-driven decision making** by providing secure and governed access to relevant data assets.
- Enable seamless integration and interoperability across business units.

9. **Data Migration and Integration**

- Facilitate efficient **data migration** from legacy systems into the modern platform.
- Support integration with multiple data sources, both internal and external.

Outcome

A **Modern Data Platform** will serve as a strategic enabler for RAF by:

- Unlocking the full potential of data assets,
- Supporting advanced analytics and AI initiatives,
- Ensuring compliance and governance, and
- Driving operational efficiency and informed decision-making across the organization.

While other RAF Data Analytics Platforms were trailblazers and innovative in the data warehouse arena for their time, their architectures are inherently limited in that they were not designed to accommodate the three **Vs** (Volume, velocity and variety) of data. **Volume** refers to the sheer vast quantity of data (Big data). **Velocity** relates to the speed at which data is generated, collected, and processed. **Variety** encompasses the diversity of data types including structured, unstructured and

semi-structured data such as text, images, videos, and social media posts. Handling this variation of data requires flexible tools and techniques.

6. SCOPE OF WORK

The overall scope of the Enterprise Data and Analytics Solution project shall include:

- 6.1. **Assessment and Planning:** Evaluating current systems, understanding business needs, and creating a roadmap for the **Enterprise Data and Analytics** solution.
- 6.2. **Data Architecture and Design:** Designing the Enterprise Data and Analytics Solution architecture, including data models, storage, and integration with existing systems.
- 6.3. **Data Engineering and Data Pipeline Integration:** Developing the data pipeline processes (full and incremental loads) to move data from various source systems into the Enterprise Data and Analytics Solution. Establishing secured connection to different data sources.
- 6.4. **Reporting and Analytics:** Implementing reporting tools and dashboards that leverage data in the Enterprise Data and Analytics Solution for decision-making. Redesign and optimise current reports.
- 6.5. **Advanced Analytics:** Implementing statistical models that might be consumed in tools such as R-Studio and Python used by actuaries to perform statistical analysis and modelling. Redesign and optimise current models in Ms Excel.
- 6.6. **Testing and Validation:** Ensuring the Enterprise Data and Analytics Solution functions correctly through testing, validation, and performance optimisation.
- 6.7. **Deployment and Training:** Supporting the deployment, documentation and providing training to internal technical staff to use the Enterprise Data and Analytics Solution effectively.
- 6.8. **Ongoing Support and Maintenance:** Post-implementation support, maintenance, and performance tuning. Monitoring and data load scheduling, error handling, data reload fault tolerant capability.
- 6.9. **Data Governance:** Provide data governance, data quality, secured access management, data encryption and data masking and ensure adequate protection of data in transit across all platforms.
- 6.10. **Staging of Data:** should follow best practices including partition, indexing, slowly changing dimension (SCM type 2).
- 6.11. **Release Management:** manage and coordinate the development, testing, deployment, and maintenance of Enterprise Data and Analytics Solution systems and their components.
- 6.12. **Intelligent Document Processing (IDP):** Supply, configure, and support an Intelligent Document Processing (IDP) solution.

7. REQUIREMENTS DEFINITIONS

7.1 Functional Requirements

7.1.1 Data Ingestion

Integration Requirements must include:

- **Real-time Data Ingestion:** The data lake must support real-time data streaming for continuous data flow from sources like sensors, transactional systems and logs.
- **Batch Processing:** It should support batch data ingestion for periodic uploads of large volumes of data, ensuring that data from transactional systems, data warehouses and other sources are regularly updated and synchronized within the Enterprise Data and Analytics Solution.
- **Support for Multiple Data Sources:** The Enterprise Data and Analytics Solution must be capable of integrating with various data sources, including on-premise systems, cloud-based applications, external third-party services, IoT devices, social media, and batch or streaming data sources. The data sources must include structured data (SAP systems, Oracle, Informix, Microsoft SQL server databases) from relational databases, semi-structured data (such as JSON, XML), and unstructured data (such as logs, documents, multimedia files) using native connectors.
- **APIs and Connectors:** The solution must include pre-built connectors and support for RESTful APIs to easily connect with common business applications (such as ERP, CRM, marketing platforms) and databases (such as Oracle, Informix, Microsoft SQL server, cloud data sources).

7.1.2 Data Storage

The service provider must implement a scalable and cost-effective storage platform that can handle petabytes of data.

The storage platform must be able to support various storage formats (Data compression capabilities) like Parquet, ORC, Avro, and other storage formats to optimize data storage and retrieval.

The service provider must employ best practices and techniques such as indexing, query optimisation and partitioning to tune the target databases / data storage for improved performance.

The Enterprise Data and Analytics Solution design must include backup and archive strategy for fault tolerance and data retention.

7.1.3 Data Processing

The Enterprise Data and Analytics Solution must support distributed processing capabilities for large-scale data analytics and advanced statistical techniques (such as Apache Spark, HDFS, Machine Learning, AI, Apache Flink).

7.1.4 Data Governance and Security

The service provider must implement data quality management practices, including performing data profiling, analysis and cleansing.

The Enterprise Data and Analytics Solution must ensure robust data governance by maintaining the data quality and compliance while enabling advanced analytics to drive data-informed decisions.

The Enterprise Data and Analytics Solution must include data lineage tracking and audit logs for traceability.

The service provider must include metadata management and cataloguing (such as AWS Glue or Apache Atlas) in the Enterprise Data and Analytics Solution design.

The service provider must employ information protection and data security techniques such as data encryption, masking, and access controls. The service provider must ensure that RAF data is compliant with policies such as GDPR, POPIA, PAIA and HIPAA.

7.1.5 Data Access and Integration

The Enterprise Data and Analytics Solution must:

- be able to integrate with Business Intelligence (BI) tools (such as SAP Web Intelligence, QlikView, Tableau, Power BI).
- include different connectors and APIs for integration with other enterprise applications and data services for seamless connection.
- Include query interfaces supporting SQL, Python, R, and other data query languages for diverse analytics needs.
- Include access control and role-based permissions based on defined data lake governance principles.

7.1.6 Analytics and Insights:

The Enterprise Data and Analytics Solution must support robust analytical capabilities to meet the RAF analytics function team's needs for advanced insights and decision-making. The platform should enable:

- **Advanced Data Analytics and Predictive Modelling**
 - Support for predictive analytics, including statistical modelling, machine learning (ML), and artificial intelligence (AI) applications.
 - Capability to process structured and unstructured data for risk analysis, loss reserving, and forecasting.
 - Ability to handle large-scale RAF analytics computations, including mortality analysis, claims trend analysis, and stress testing.

- **Machine Learning (ML) and AI Integration**
 - Seamless integration with AI/ML tools (e.g., Python, R, TensorFlow, PyTorch, Azure ML) for deep learning and advanced algorithm deployment.
 - Support for model training, testing, and deployment within the Enterprise Data and Analytics Solution environment.
 - Capability for automated feature engineering, model retraining, and MLOps for operationalising models.
- **AI-Empowered Analytical Tools and Automation**
 - Integration with AI-powered data preparation and analysis tools to enhance RAF analytics function insights.
 - Support for automated anomaly detection, trend forecasting, and explainable AI (XAI) for RAF analytics function decision-making.
 - Utilisation of natural language processing (NLP) and AI-driven automation to extract insights from unstructured data (e.g., actuarial reports, legal documents, medical experts reports, SAPS reports) in PDF, scanned image, txt, spreadsheets.
 - AI-assisted data quality monitoring, anomaly detection, and predictive data cleaning to enhance model reliability.
 - Intelligent recommendation engines for data insights, suggesting risk factors and predictive outcomes.
- **Visualisation and Business Intelligence (BI) Tool Integration**
 - Native visualisation capabilities for exploratory data analysis.
 - Seamless integration with BI tools (such as Power BI, Tableau, QlikView) to enable real-time dashboards and reports.
 - Support for self-service analytics, allowing RAF Data and Analytics function to build, customise, and share visual insights.
- **Scalability and Performance Optimisation**
 - Ability to scale analytics workloads efficiently for both real-time and batch processing.
 - High-performance query execution, leveraging various forms of storage (including columnar and row storage), indexing, and caching techniques.
- **Security and Governance in Analytics**
 - Role-based access controls (RBAC) to restrict access to sensitive models and datasets.
 - Version control and audit logging for tracking model iterations and insights generated.
 - Compliance with data privacy regulations (such as POPIA, GDPR, HIPAA, PAIA) when analysing sensitive data.

7.1.7 Hosting

The Enterprise Data and Analytics Solution must be able to:

- Deploy its services in RAF AWS Cloud (landing zone) platform.

- Scale to accommodate increasing data volumes and workloads without compromising performance.
- Handle low-latency data processing and query performance across cloud platforms and on-premise data centers.

7.1.8 High Availability and Disaster Recovery

The Enterprise Data and Analytics Solution architecture must have the capability to support:

- Fault tolerance, data replication, and automatic failover.
- Backup and recovery plans.
- Clear separation of storage, compute, and metadata layers.
- Support for logical and physical data models.
- Flexibility to handle schema-on-read or schema-on-write approaches.

7.2 Testing

The service provider must provide comprehensive Enterprise Data and Analytics Solution testing requirements that include, but not limited to:

Data Quality Testing

- **Source Data Validation:** Ensuring that the data being extracted from various source systems is correct, complete, and accurate.
- **Transformation Validation:** Testing that data transformations (such as calculations, aggregations) are correctly applied during the ETL (Extract, Transform, Load) process.
- **Load Testing:** Verifying that data is loaded correctly into the Enterprise Data and Analytics Solution without any data loss or corruption.

ETL (Extract, Transform, Load) Testing

- **Full and Delta load data Extraction:** Verify that data is being correctly extracted from the source systems, with all required fields.
- **Transformation:** Check that the data transformation rules (such as filtering, mapping, aggregation) are applied correctly during transformation.
- **Loading:** Ensure that data is loaded accurately into the target data storage location without errors or data truncation.

Data Integrity Testing

- **Referential Integrity:** Ensuring that relationships between tables (like primary and foreign keys) are maintained correctly.
- **Consistency:** Verifying that data is consistent across different systems and after transformations and loading.

Performance Testing

- **Query Performance:** Testing the performance of queries run against the Enterprise Data and Analytics Solution by ensuring that the system can handle large volumes of data and return results in a timely manner.
- **Data Load Performance:** Ensuring that data loads (including batch processing) happen efficiently and within the specified time limits.

Data Reconciliation

- **Reconciliation with Source Systems:** Ensuring that the data in the Enterprise Data and Analytics Solution matches the source data, both at a high level (totals, counts) and at a detailed level.
- **Data Accuracy:** Verifying that the data in the Enterprise Data and Analytics Solution is accurate by comparing it to the original data sources.

Security and Access Control Testing

- **Access Control:** Ensuring that only authorized users can access sensitive data and other classified data.
- **Data Masking and Encryption:** Ensuring that sensitive data such as personal data is appropriately masked or encrypted.

Backup and Recovery Testing

- Ensuring that the backup and recovery mechanisms of the Enterprise Data and Analytics Solution are functioning correctly to prevent data loss in case of a system failure.

BI Model and Reports Testing

- Ensuring that the data in the Enterprise Data and Analytics Solution is being modelled, interpreted and displayed in the business intelligence (BI) tools correctly by verifying the accuracy of dashboards, reports, and visualizations.

The service provider will be expected to perform the above testing in conjunction with RAF team. The expected output for the testing exercise must be in the form of recorded test summary that will be approved by RAF team.

7.3 Handover and Training

The Bidder must:

- Offer on-site training by actively coaching and mentoring RAF team throughout the duration of the project.
- Provide the right training material to the RAF team for internal use during handover.
- Share expert advice to the RAF team on the use of end-to-end Enterprise Data and Analytics Solution design and architecture.

7.4 Implementation and Support Requirements

- **Implementation Timeline:** Specify expected timelines for implementation, testing, and go-live.
- **Support and Maintenance:** Define levels of support (e.g., 24/7, on-site, remote) and maintenance provisions (e.g., patches, updates).
- **Training:** The vendor should provide comprehensive training for users (data engineers, analysts, etc.).

7.5 Professional Services Requirements

7.5.1 Project Management

- Project management services to manage the deployment of the solution(s)

7.5.2 Post Implementation Support

- Provide effective and efficient post implementation support i.e. clearly indicate the levels of support in the Service Level Agreement (SLA)

7.5.3 Costing Requirements

- Clear indication of the implementation costs

7.6 Release management

Service provider must incorporate release management key components including, but not limited to:

Version Control and Source Code Management

- Use version control systems such as Git to manage changes to ETL (Extract, Transform, Load) processes, data models, and SQL queries.
- Maintain consistency across different versions of the code and keep track of changes.

Deployment and Release

- **Release Plan:** Create a detailed release plan that includes steps for deployment, rollback procedures, and communication protocols.
- **Change Management:** Ensure all changes to production systems are communicated effectively to the relevant teams and stakeholders.

Release Planning

- **Stakeholder Engagement:** Work with business users, developers, and other stakeholders to identify new features, fixes, and enhancements required for the Enterprise Data and Analytics Solution.
- **Change Requests:** Collect and prioritize change requests, including bug fixes, performance improvements, or new data integrations.

- **Release Scope:** Define the scope of the release, identifying which tasks, updates, or fixes will be included.
- **Timelines:** Establish timelines and deadlines for the release, ensuring alignment with business needs and objectives.

Rollback Procedures

- Prepare for potential rollbacks if something goes wrong during the release. Rollback procedures should include restoring backups and undoing schema changes or ETL updates.

7.7 Document Ingestion.

- Ability to ingest a wide variety of documents such as PDFs, scanned images, Word files, emails and other document types from multiple channels including but not limited to, email, web portal, physical scanning.
- Automatic classification of documents including but not limited to, claims forms, medical reports, affidavits, accident reports.
- Multi-language support, including indigenous South African languages.

7.8 Optical Character Recognition (OCR).

- Advanced OCR to extract data from typed, handwritten, and low-quality scanned documents.
- Support for structured, semi-structured, and unstructured document formats.

7.9 Data Extraction and Validation

- Intelligent data extraction using Artificial Intelligence / Machine Learning (AI/ML) to capture key data fields such as claimant details, ID numbers, accident dates, vehicle information.
- Ability to extract a wide variety of documents such as PDFs, scanned images, Word files, emails and other document types from multiple channels including but not limited to, email, web portal, physical scanning
- Built-in validation rules to ensure data accuracy and flag anomalies such as date mismatches, missing IDs.
- The ability to manually review and correct information when automation is incomplete

7.10 Integration Capabilities

- Integration with existing RAF systems such as Claims Management, Enterprise Resource Planning (ERP), and Customer Relationship Management (CRM) platforms using different integration methods.
- The solution must be able to integrate with the RAF Enterprise Document Record Management System.
- Ability to interface with national databases such as Home Affairs, SAPS, and Insurance providers for verification.

7.11 Security and Compliance

- Role-based access control and audit logging for the enterprise data and analytics platforms.
- Compliance with POPIA and other relevant data privacy regulations
- Secure data storage and encryption

7.12 Support and maintenance

Service provider must incorporate support and maintenance including, but not limited to:

- Provide post-release support to address any issues that arise after deployment.
- Establish a feedback loop with users to track issues and identify opportunities for future improvements.
- Plan for patch releases or hotfixes if critical issues arise.
- Continuously monitor the Enterprise Data and Analytics Solution performance and ensure that key metrics (such as query performance, load times, and uptime) are met.
- Tune the system as needed to optimize performance after the release, such as optimizing SQL queries or adjusting indexing strategies.

7.13 Data Governance

The service provider must incorporate Data Governance that includes attributes such as:

- **Data Governance** – Policies, processes, and tools to ensure proper data ownership, stewardship, access control, and compliance with relevant regulations (such as POPIA, GDPR).
- **Data Quality** – Mechanisms to profile, validate, cleanse, and monitor data to ensure accuracy, completeness, consistency, and timeliness.
- **Metadata Management** – Ability to capture, store, and manage metadata, including data lineage, data cataloguing, and impact analysis to support traceability, discoverability, and auditability of data assets.”

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 Request for Bid (RFB) document.

NB: Non-compulsory Briefing session.

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

Phase 3: Solution Demonstration - Bidder(s) will be required to deliver a live demonstration of the proposed solution in line with the requirements of this RFB document. Bidders must achieve a minimum score of **150 out of 200 points** to proceed to the next stage of the evaluation (Phase 4 Price and Specific Goals). Bidders who do not achieve a minimum score of **150 out of 200 points** will not be eligible to proceed further with the evaluation and will be disqualified.

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

8.1 MANDATORY REQUIREMENT (PHASE 2)

All Bidders who do not meet Mandatory Requirements will be disqualified and will not be considered for further evaluation on the functional requirements.

Bidder must indicate by ticking (√) correct box indicating that they Comply OR do Not Comply. (Bidders are required to attach documentation)

8.1.1 Mandatory Requirement	Comply	Not Comply
<p>Reference Letters</p> <p>The service provider must provide by the closing date and time of the RFB a minimum of three (3) reference letters where Enterprise Data and Analytics Solution was implemented, with the following details:</p> <ul style="list-style-type: none"> • The reference letters must be on client’s official letter head bearing the name of the company at which the project was implemented. • The reference letters must indicate that the service provider implemented the Enterprise Data Warehouse and/or Big Data Analytics projects. • The reference letters must be duly signed by the client’s representative. • Project duration including start and end date • Contact person and contact details of the client. <p>Please note: The RAF will not accept a list of references and/or references listed on a table other than signed reference letters. The RAF reserves the right to validate all reference letters submitted by contacting the client’s representatives. The reference letter(s) must be in the form of individual letter(s) from the respective clients.</p>		
8.1.2 Mandatory Requirement	Comply	Not Comply

<p>Experience of the Senior Technical Lead Personnel / Data Architect</p> <p>The service provider must provide a CV of the Senior Technical Lead Personnel / Data Architect that will implement the Enterprise Data and Analytics Solution. The lead must possess a minimum of seven (7) years' experience in <u>implementation of Enterprise Data and Analytics Solution.</u></p> <p>Brief CV of the personnel showing Computer Science, Information Systems, Informatics or any IT related qualifications and experience in Enterprise Data and Analytics Solution implementation must be submitted at the closing date and time of the RFB. Experience must include start and end dates.</p>		
<p>8.1.3 Mandatory Requirement</p>	<p>Comply</p>	<p>Not Comply</p>
<p>Experience of the Project Manager</p> <p>The service provider must provide a CV of the Project Management Personnel that will be executing the full <u>scope of work</u> as defined. The CV must portray a minimum of seven (7) years' experience in managing Enterprise Data Warehouse and/or Big Data Analytics project(s).</p> <p>Required Project Management Qualifications:</p> <ul style="list-style-type: none"> • Project Management Body of Knowledge (PMBOK) or Project Management Professional (PMP) or Projects IN Controlled Environments (PRINCE) 2 or Agile Project Management or Certified Scrum Master (CSM) or any Project Management certification. <p>Brief CV of the personnel showing qualifications and experience as indicated above must be submitted at the closing date and time of the RFB. Experience must include start and end dates.</p>		
<p>8.1.4 Mandatory Requirement</p>	<p>Comply</p>	<p>Not Comply</p>
<p>Experience of the Data Engineer Personnel</p> <p>The service provider must provide a CV of the Data Engineer that will implement the Enterprise Data and Analytics Solution. The Data Engineer must possess a minimum of seven (7) years' experience in <u>implementation of</u> Enterprise Data and Analytics Solution.</p> <p>Brief CV of the personnel showing Computer Science, Information Systems, Informatics or any IT related qualifications and experience in Enterprise Data and Analytics Solution implementation must be submitted at the closing date and time of the RFB. Experience must include start and end dates.</p>		
<p>8.1.5 Mandatory Requirement</p>	<p>Comply</p>	<p>Not Comply</p>

<p>Experience of the Business Intelligence Analyst</p> <p>The service provider must provide a CV of the Business Intelligence Analyst that will implement the Enterprise Data and Analytics Solution. The Business Intelligence Analyst must possess a minimum of seven (7) years' experience in implementation of Enterprise Data and Analytics Solution.</p> <p>Brief CV of the personnel showing Computer Science, Information Systems, Informatics or any IT related qualifications and experience in Enterprise Data and Analytics Solution implementation must be submitted at the closing date and time of the RFB. Experience must include start and end dates.</p>		
<p>8.1.6 Mandatory Requirement</p>	<p>Comply</p>	<p>Not Comply</p>
<p>Experience of the Enterprise Data and Analytics Solution Tester</p> <p>The service provider must provide a CV of the Enterprise Data and Analytics Solution Tester that will test the Enterprise Data and Analytics Solution. The Enterprise Data and Analytics Solution Tester must possess a minimum of five (5) years' experience in testing of Enterprise Data and Analytics Solution.</p> <p>Brief CV of the personnel showing Solid SQL and Testing experience in Enterprise Data and Analytics Solution must be submitted at the closing date and time of the RFB. Experience must include start and end dates.</p>		
<p>8.1.7 Mandatory Requirement</p>	<p>Comply</p>	<p>Not Comply</p>
<p>Experience of the Data Analyst / Data Governance Specialist</p> <p>The service provider must provide a CV of the Data Analyst / Data Governance Specialist that will implement data governance and metadata management in the Enterprise Data and Analytics Solution. The Data Analyst must possess a minimum of seven (7) years' experience in implementation of Enterprise Data and Analytics Solution.</p> <p>Brief CV of the personnel showing Computer Science, Information Systems, Informatics or any IT related qualifications and experience in the implementation of Enterprise Data and Analytics Solution. The CV must be submitted at the closing date and time of the RFB. Experience must include start and end dates.</p>		

Note: Failure to comply with all the mandatory requirements shall lead to disqualification.

8.2 SOLUTION DEMONSTRATION (PHASE 3)

Shortlisted bidders will be required to technically demonstrate to RAF on how the proposed solution meets the solution/technical requirements as contained in this RFB document. This will be delivered in a live technical demonstration of the proposed solution. Bidders will be given a maximum of 5-day notice for the demonstrations.

NB: Only bidders that meet the minimum threshold of 150 out of 200 points scored during the technical/solution demonstration will be evaluated further for Price and Specific Goals (Phase 4).

The following will be evaluated during this phase:

Each bidder will be expected to demonstrate real-world scenarios to show how their Enterprise Data and Analytics Solution can handle specific key use cases listed below:		Points
<p>a) Assessment and Planning: Demonstrate a plan to Evaluate current systems, understand business needs, and create a roadmap for the Enterprise Data and Analytics Solution. The project plan must include key categories such as:</p> <ul style="list-style-type: none"> • Understanding of the Current Environment (Data Source Analysis, Data Quality and Governance maturity assessment) • Strategic Planning and Roadmap (Phases of Implementation, Resource Allocation, Milestones and Deliverables, Risk Management and Mitigation) • Change Management and Adoption (User Adoption Strategy, Stakeholder Communication) 		15
Criterion	Scoring Guidelines	
1. Understanding of the Current Environment	Provider’s ability to analyse RAF’s existing environment (data sources, integration points, data quality challenges, and governance maturity) – 5 Points . Basic high-level understanding only, minimal analysis of data sources/DQ – 2 Points . No demonstrated understanding of current environment – 0 Points .	
2. Strategic Planning and Roadmap	Detailed multi-phase roadmap with resourcing, milestones, deliverables, dependencies, and clear risk mitigation – 5 Points . Basic plan with milestones but lacks depth in execution strategy – 2 Points . No clear roadmap – 0 Points .	
3. Change Management and Adoption	Full adoption strategy (training, stakeholder engagement, communication plan, feedback loops) – 5 Points . Adoption plan in place but not fully detailed (basic training + limited communication) – 2 Points . No change management or adoption strategy – 0 Points .	
<p>b) Data Architecture and Design: The design must demonstrate the Enterprise Data and Analytics Solution architecture, including data models, storage, and integration with existing systems.</p> <ul style="list-style-type: none"> • Cloud: Does the architecture support multiple cloud platforms. 		40

- **Data Modelling:** Does the solution use best practices for data modelling (such as star schema or snowflake schema or dimensional modelling)
- **Scalability:** The proposed solution’s architecture must be scalable in terms of:
 - i. **Data Volume** – ability to ingest, store, and process both structured and unstructured data at scale.
 - ii. **User Load** – ability to support high concurrency and large numbers of simultaneous users without performance degradation.
 - iii. **New Data Requirements** – ability to accommodate future complex data needs, emerging data types, and evolving business requirements without significant redesign.
- **Storage:** The proposed data lake and data warehouse storage must support best data storage practices, including but not limited to:
 - i. Indexing for optimized query performance,
 - ii. Pushdown capabilities to improve efficiency,
 - iii. Archiving for cost-effective long-term storage,
 - iv. Apply tiered storage (SSD for hot data, object storage for archival),
 - v. Use compression such as Parquet or ORC and columnar storage,
 - vi. Apply partitioning and sharding for very large datasets.

Use Case / Criterion	Scoring Guidelines
1. Data Modelling	Full support for star/snowflake, schema evolution, and analytics-ready models – 10 Points . Supports basic dimensional models with some limitations – 5 Points . No structured modelling capabilities or only basic relational modelling – 0 Points .
2. Scalability	Handles very large structured/unstructured datasets, high concurrency, and complex future data easily – 10 Points . Handles moderate data volumes, some concurrency limits, adaptable to future requirements – 5 Points . Cannot scale effectively – 0 Points .
3. Flexibility	Full multi-source integration and all ingestion patterns (batch, real-time, streaming) – 10 Points . Partial integration or limited integration or limited ingestion types – 5 Points . Cannot integrate or ingest data effectively – 0 Points .
4. Storage	Fully supports storage best practices for all data types – 10 Points . Basic storage support with limited efficiency – 5 Points . Storage is poorly managed, no best practices – 0 Points .

- c) **Data Source Connections / ETL Development:** Demonstrate the ETL processes to move data from various source systems into the Enterprise Data and Analytics Solution. The demonstration to connect to source systems modern interfacing methods. The demonstration must include key categories such as:
- **Integration with existing systems:** The proposed solution must demonstrate the ability to integrate seamlessly with multiple data sources

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and systems, including but not limited to:

- i. **Databases** – Informix or Oracle or Microsoft SQL Server.
 - ii. **ERP Systems** – SAP ECC and SAP S/4HANA.
 - iii. **Flat Files** – CSV and Parquet or OCR outputs and TXT.
 - iv. **Unstructured Data** – Microsoft SharePoint or similar content/document management platforms.
 - v. **APIs** – REST or SOAP, or other modern integration protocols for real-time and batch.
- **Data Integration Framework: The data integration framework must be able to:**
 - i. Perform **optimized extraction** of data from various source systems.
 - ii. Support **delta change capture** to minimize processing overhead.
 - iii. Handle **data transformation** and enrichment efficiently.
 - iv. Enable **optimized insert** and **bulk insert** into the target system.
 - v. Support **Slow Changing Dimensions (SCD) management** for maintaining historical accuracy in dimensional models
 - **Data Ingestion and Movement:** he proposed solution must support multiple data ingestion and extraction patterns, including:
 - i. real-time
 - ii. batch
 - iii. streaming of both structured and unstructured data
 - **Error Handling: The proposed solution must demonstrate robust error handling capabilities within the ETL/ELT processes. This includes:**
 - i. **Error Logging** – All errors must be captured with detailed logs for traceability and root-cause analysis.
 - ii. **Notification and Alerts** – Users and administrators must be notified of errors through configurable alerts (e.g., email or SMS messaging or WhatsApp).
 - iii. **Recovery and Restart Options** – The system must support automated and/or manual recovery mechanisms, including the ability to restart jobs from the point of failure without reprocessing successfully completed

steps		
Use Case / Criterion	Scoring Guidelines (0–20)	
1. Data Integration / Connection	Ability to integrate with multiple source systems including databases (Informix, Oracle, SQL Server), ERP systems (SAP ECC, S4HANA), flat files (CSV, Parquet, OCR, TXT), unstructured data (SharePoint), and APIs – 5 Points . Limited integration; only some databases or file types supported – 2 Points . Cannot connect to multiple data sources effectively – 0 Points .	
2. Data Integration Framework	Ability to support ETL/ELT pipelines, transformations, delta changes, pushdown, SCDs, and workflow orchestration across batch, real-time, and streaming processes – 5 Points . Basic ETL capabilities; minimal transformation and workflow orchestration – 2 Points . No functional integration framework – 0 Points .	
3. Data Ingestion / Movement	Ability to move large volumes of structured and unstructured data efficiently, supporting optimized inserts, bulk inserts, and real-time or batch ingestion – 5 Points . Limited ingestion capabilities; only batch or small volumes – 2 Points . Cannot move data effectively – 0 Points .	
4. Error Handling	Ability to log, notify, and recover from errors in ETL/ELT pipelines. Includes automated alerts, retry mechanisms, and restart from point of failure – 5 Points . Minimal error handling; mostly manual intervention – 2 Points . No error handling or recovery mechanisms – 0 Points .	
<p>d) Reporting and Analytics: Demonstrate reporting tools and dashboards that leverage data in the Enterprise Data and Analytics Solution. The tools must include attributes such as</p> <ul style="list-style-type: none"> • Custom Reporting: Demonstrate how users create ad-hoc reports with different filtering, sorting, and grouping options. • Pre-built Templates: Demonstrate the tool's ability to provide useful pre-built report templates, dashboards. • Visualizations: Demonstrate various visualization options such as charts, graphs, heatmaps, and geographic maps. • Interactivity: Can users interact with the visualizations such as drill down, drill through, pivot, and filter in real-time? • Self-Service Model: Demonstrate that the tool enables business users to generate their own reports. Can non-technical users create and modify reports and dashboards through a user-friendly interface? • Mobile Accessibility: Demonstrate that the reporting tool provides mobile access, allowing users to view dashboards and reports on mobile devices. • Security and Permissions: Demonstrate that the tool has role-based access control to ensure that only authorized users can access sensitive reports and analytics. 		20
Use Case / Criterion	Scoring Guidelines	
1. Interactivity and Custom Reporting	Ability to design and run interactive reports and allow customization of queries, filters, and drilldowns – 5 Points . Basic reporting with little customization – 2 Points . Static and predefined reports only – 0 Points .	

2. Visualizations	Ability to generate dashboards, charts, graphs, and advanced data visualizations – 5 Points . Basic visualizations only with standard charts and dashboards; limited advanced options – 2 Points . No visualization capability – 0 Points .		
3. Mobile Accessibility	Fully responsive mobile apps or browser-based access. Ability to access reports and dashboards securely on mobile devices – 5 Points . Limited mobile functionality, no interactivity – 2 Points . No mobile support – 0 Points .		
4. Security and Permissions	Role-based access control (RBAC), data-level security, and audit trails for reporting – 5 Points . Basic access controls, no auditing – 2 Points . No security or permissions – 0 Points .		

e) **Statistics and Machine Learning:** Demonstrate that the statistical Software can integrate with tools such as R, SAS, and Python used by developers and data scientists to:

- i. Provide **advanced analytics**, including **statistical modelling, predictive analytics, and machine learning** integration.
- ii. Include **self-service analytics capabilities** for business users.
- iii. Offer **integration with external ML/AI frameworks or libraries**.

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Use Case / Criterion	Scoring Guidelines
1. Advanced Analytics (Statistical and Predictive)	Full support for advanced statistical models, predictive analytics, and embedded ML pipelines – 5 Points . Supports basic predictive models, no predictive/ML integration and limited statistical functions – 2 Points . No analytics beyond reporting – 0 Points .
2. Self-Service Analytics	Full self-service analytics with intuitive tools for non-technical users. Enables business users to perform their own analysis, build dashboards, and run queries without IT dependency – 5 Points . Minimal self-service; most analytics IT-driven – 2 Points . No self-service capability – 0 Points .
3. Integration with External ML/AI Frameworks	Full integration with multiple ML/AI frameworks and libraries – 5 Points . Limited or custom integration only – 2 Points . No integration with external ML/AI tools – 0 Points .

f) **Testing and Validation:** The proposed enterprise big data and analytics solution must provide a comprehensive testing plan that ensures the quality, reliability, and performance of the system. The testing plan must incorporate:

- i. Data Integration Testing – Verification that data is accurately and completely ingested from all source systems.
- ii. Data Storage Testing – Validation of storage mechanisms, indexing, archiving, and retrieval efficiency.
- iii. Data Modelling Testing – Assurance that dimensional models, star/snowflake schemas, and transformations are correctly implemented.
- iv. User Acceptance Testing (UAT) – Involvement of end-users to confirm the solution meets business requirements.

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- v. Performance Testing – Evaluation of system scalability, concurrency, throughput, and response times.
- vi. Report and Analytics Testing – Verification that reports, dashboards, and analytics outputs are accurate, complete, and performant.

Testing Area	Scoring Guidelines
1. Data Integration Testing	Ability to validate ETL/ELT processes, data pipelines, ingestion workflows, and correctness of transformations – 5 Points . Supports integration tests but limited automation/coverage – 2 Points . No defined integration testing – 0 Points .
2. Data Storage Testing	Ensures data is stored correctly, with indexing, partitioning, compression, archiving, and retrieval validation – 5 Points . Basic manual checks for data correctness – 2 Points . No formal storage testing – 0 Points .
3. Data Modelling Testing	Verifies star/snowflake schemas, dimensions, hierarchies, and business rules are implemented correctly – 5 Points . Partial validation – 2 Points . No structured modelling testing – 0 Points .
4. User Acceptance Testing (UAT)	Structured UAT, business sign-off, and feedback loops – 5 Points . Ad-hoc UAT with minimal tracking conducted, limited documentation or feedback tracking – 2 Points . No UAT process – 0 Points .
5. Performance Testing	Validates load handling, concurrent users, query optimization, and throughput for large data volumes – 5 Points . Minimal performance checks (sample queries) – 2 Points . No defined performance testing – 0 Points .
6. Report and Analytics Testing	Validates accuracy of reports, dashboards, visualizations, and advanced analytics outputs – 5 Points . Limited reconciliation – 2 Points . No formal report/analytics testing, no reconciliation – 0 Points .

- g) **DevOps, Change and Release Management:** Demonstrate a plan for effective release management which includes key attributes like:
1. **DevOps Evaluation**
 - i. **CI/CD Pipeline Implementation** - Demonstrates automated build, test, and deployment pipelines for big data workflows.
 - ii. **Infrastructure as Code (IaC)** - Uses reproducible infrastructure.
 - iii. **Monitoring and Logging** - Integrated monitoring for data pipelines, jobs, and clusters.
 - iv. **Collaboration and Version Control** - Uses SCM (Git, Bitbucket) with branch strategies and peer review for data pipelines, scripts, and ETL/ELT jobs.

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2. Change management

- i. **Change Request Process** - Formalized process for requesting, approving, and documenting changes.
- ii. **Rollback and Recovery** - Capability to revert changes safely in case of failure.
- iii. **Audit and Traceability** - Maintains logs for all changes with version control and approvals.

3. Release management

- i. **Release Automation** - Automated deployment of ETL/ELT pipelines, data models, and dashboards across environments.
- ii. **Versioning and Artifact Management** - Version control of scripts, models, and artifacts; use of repository management tools.
- iii. **Release Validation and Testing** - Testing and verification post-deployment, including regression tests.

DevOps

Criterion	Scoring Guidelines
CI/CD Pipeline Implementation	Full CI/CD with automated builds, tests, deployments across environments – 5 Points . Basic scripted/manual deployments – 2 Points . No CI/CD pipeline – 0 Points .
Infrastructure as Code (IaC)	Ability to manage infrastructure (cloud, storage, compute) using code – 5 Points . Manual + scripted, Minimal scripted provisioning, not standardized – 2 Points . No IaC. - 0 Points .
Monitoring and Logging	End-to-end monitoring (infra + data pipelines + apps), with alerts and dashboards – 5 Points . Basic logs, no proactive monitoring – 2 Points . No monitoring/logging – 0 Points .
Collaboration and Version Control	Full version control with branching strategy, code reviews, collaboration tools. Use of Git/GitHub/GitLab/Bitbucket or similar for versioning code, pipelines, and artifacts – 5 Points . Version control in place but limited governance – 2 Points . No version control – 0 Points .

Change Management

Criterion	Scoring Guidelines
Change Request Process	Structured process to raise, approve, and track data lake/environment changes, ITIL-aligned change process, automated workflows – 5 Points . Ad-hoc approvals, minimal tracking – 2 Points . No formal change process – 0 Points .
Rollback and	Ability to rollback failed deployments or restore from backups/snapshots – 5 Points .

Recovery	Limited rollback – 2 Points . No rollback/recovery strategy – 0 Points .	
Audit and Traceability	Ability to log all changes, track approvals, and maintain an audit trail – 5 Points . Partial audit trail; some changes not tracked – 2 Points . No traceability – 0 Points .	
Release		
Criterion	Scoring Guidelines	
Release Automation	Fully automated releases with approvals and rollback – 5 Points . Mostly manual releases – 2 Points . No release automation – 0 Points .	
Versioning and Artifact Management	Proper versioning of data models, code, ETL jobs, and artifacts – 5 Points . Ad-hoc / Partial versioning, artifacts tracked inconsistently – 2 Points . No artifact/version management – 0 Points .	
h)	<p>Data Security: Demonstrate a plan to show the implementation of data security in the Enterprise Data and Analytics Solution. The data security plan must include attributes such as:</p> <ul style="list-style-type: none"> i. Data Governance – Policies, processes, and tools to ensure proper data ownership, stewardship, access control, and compliance with relevant regulations (such as POPIA, GDPR). ii. Data Quality – Mechanisms to profile, validate, cleanse, and monitor data to ensure accuracy, completeness, consistency, and timeliness. iii. Metadata Management – Ability to capture, store, and manage metadata, including data lineage, data cataloguing, and impact analysis to support traceability, discoverability, and auditability of data assets.” 	15
Criterion	Scoring Guidelines	
1. Data Governance	Ability to enforce governance policies, access controls, compliance (such as POPIA/GDPR), and role-based security – 5 Points . Basic access controls; minimal governance processes – 2 Points . No formal governance capability – 0 Points .	
2. Data Quality	Ability to validate, cleanse, standardize, and monitor data quality across structured/unstructured sources with profiling, cleansing, deduplication, and monitoring dashboards – 5 Points . Partial DQ features (profiling + validation, but no monitoring) – 2 Points . No data quality management – 0 Points .	
3. Metadata Management	Ability to capture, manage, and expose business, technical, and operational metadata; includes data catalogue and lineage – 5 Points . Minimal metadata tracking; manual spreadsheets - 2 Points . No metadata management – 0 Points .	
Minimum Threshold		150
Total		200

8.3 Phase 4: Price and Specific Goals Evaluations

The evaluation for Price and Specific Goals shall be based on the 80/20 or 90/10 preference point system and points will be allocated as follows:

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

9. PRICING SCHEDULE

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

NB: PLEASE PROVIDE COST BREAK-DOWN FOR EACH DELIVERABLE IN SEPARATE PAGE WITH NO TERMS AND CONDITIONS.

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

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

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

Scope	Deliverables	Billing Milestone	Price
Project Management	Approved Project Governance	Comprehensive Project Initiation	
	Approved Project Scope	Documentation	
	Approved Project Schedule		
	Approved Project Quality Management Plan		
	Approved Communication Plan		
Business Analysis and due diligence	Approved Gap Analysis	Gap Analysis and Readiness Assessment	
	Approved Gap Readiness Assessment Report	Report	
Solution Design	Approved Implementation Roadmap	Approved Implementation Roadmap	
Solution Development (Build and configure)	Approved Prototype	Prototype	
Solution Testing	Approved Stress Tests/ System Tests	System Stress Tests	

Scope	Deliverables	Billing Milestone	Price
	Approve User Acceptance Tests (UAT)	User Acceptance Tests	
Solution deployment	Approved installation and configurations	Installed and configured	
Training and skills transfer	Approved Training Plan	Training Planning Completed	
	Approved Training Programme	Train the trainer	
	Approved Training Material	User manuals and training manuals	
	Conduct Training Sessions	250 users to be trained	
	Training Outcomes Report	Approved Training Outcomes Report	
Change Management	Approved Change Management Plan	Change Management Strategy	
	Approved Change Impact Assessment	Impact Assessment Report	
	Conduct Change Management	Transition Report	
Licencing, Support and Maintenance	Approved Post Implementation Review Report	Approved Post Implementation Review Report	
	Close-out Report and Signoff of all Defined Deliverables	Project Hand-Over Report	
	Licensing for 250 Users	Annually for a period of 5 years	
Total (VAT exclusive)			
VAT			
Total (VAT inclusive)			

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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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