

INVITATION TO BID

BID NO:

RAF/2026/00037

BID DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER TO REDESIGN AND REDEVELOP THE ROAD ACCIDENT FUND (RAF) WEBSITE INCLUDING SUPPORT AND MAINTENANCE, FOR A PERIOD OF TWO (2) YEARS.

PUBLICATION DATE: 18 JUNE 2026

BRIEFING SESSION DATE AND TIME: 26 JUNE 2026 @11H00AM

NON-COMPULSORY BRIEFING SESSION WILL BE HELD AT:

ROAD ACCIDENT FUND (RAF), HEAD OFFICE

ECO GLADES 2 OFFICE PARK

420 WITCH-HAZEL AVENUE

CENTURION

0046

CLOSING DATE: 17 JULY 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 and a Copy (To be enclosed in the envelope which contains 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: Ntanganedzeni Mutheiwana

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

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **03 July 2026**

Publication date for Questions & Answers: **08 July 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.

LEGISLATIVE REQUIREMENTS

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

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROAD ACCIDENT FUND					
BID NUMBER:	RAF/2026/00037	CLOSING DATE:	17 JULY 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REDESIGN AND REDEVELOP THE ROAD ACCIDENT FUND (RAF) WEBSITE INCLUDING SUPPORT AND MAINTENANCE, FOR A PERIOD OF TWO (2) 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	Ntanganedzeni Mutheiwana		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	ntanganedzeni@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

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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 levies.

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

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

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

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.

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

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

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

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

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

1. PILLARS OF THE PROGRAMME

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

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

Or

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

Or

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

Or

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

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

1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, license production, export promotion, sourcing arrangements and 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, 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 THE BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTS)

- 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 the award of the contract. Mr Malapane may be contacted on the 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
Signature.....Name (in print).....
Date.....

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 **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	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:

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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)				
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 REDESIGN AND REDEVELOP THE ROAD ACCIDENT FUND (RAF) WEBSITE INCLUDING SUPPORT AND MAINTENANCE, FOR A PERIOD OF TWO (2) YEARS.

1. BACKGROUND OF THE ROAD ACCIDENT FUND

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

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

2. SPECIAL INSTRUCTIONS TO BIDDERS

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

- The bidder's tax status is compliant with the South African Revenue Service (SARS), in cases where the recommended bidder is non-compliant with SARS, the bidder will be allowed (seven) 7 working days to rectify their tax matters, if the bidder fails to rectify their tax matters, the bidder will be then disqualified once the 7 working day period lapses.

3. BACKGROUND OF THE BID

The Road Accident Fund (RAF) is embarking on a strategic digital transformation initiative aimed at modernising its digital infrastructure, improving stakeholder engagement, and enhancing operational efficiency. As part of this journey, RAF has migrated its core IT infrastructure from on-premises to the cloud and has adopted a multi-cloud strategy, primarily hosted on Amazon Web Services (AWS).

One key component of this digital transformation is the redevelopment and enhancement of the RAF public website. This project is critical in improving the user experience for claimants and stakeholders such as attorneys, sheriffs, emergency services, hospitals, and medical professionals. The website redevelopment will be executed on the AWS cloud platform to leverage scalability, security, and intelligent service capabilities.

RAF's website is currently running on the old technology that is about to reach its end of life in the middle of the calendar year 2026. RAF would like to commence with a redevelopment of the replacement website. It is for this reason that the RAF requires the service provider to start with phase 1 as website development. The service provider will develop the portal functionality as phase 2.

The redesigned website will improve RAF's operational efficiency by enabling claimants to securely lodge and view the progress of their claims online and at their leisure. Service providers will be able to view payment statuses and update their contact details. Additionally, the public will receive a platform to blow the whistle on unethical activities anonymously.

4. NON-FUNCTIONAL REQUIREMENTS

4.1. Infrastructure and Hosting Requirements

- The solution must be capable of being hosted in the RAF cloud environment, AWS/Azure compatible with any operating system, including Linux and Windows, and able to store data in any of the stated relational databases (Oracle, SQL Server, or open-source enterprise-grade DB).
- The solution must preferably be deployed within the RAF's cloud environment (AWS/Azure). If this is not feasible, the RAF and the service provider will agree to an alternative cloud environment.

4.2. Reliability and Availability

- The solution must maintain a 24/7 availability for all users with a target uptime of 99%.
- Proactive self-monitoring should be built into the solution to detect and address potential issues before they impact users.

4.3. Backup and Recovery

- The system should be designed with redundancy and failover capabilities to minimise unplanned downtime.

4.4. Scalability and Performance

- The solution must be designed for high performance and scalability to ensure smooth and efficient operations.
- It must be able to handle large data volumes and concurrent users without performance degradation.
- The solution must provide real-time data access through efficient data retrieval and processing mechanisms.

4.5. Compatibility, Interoperability Requirements

- The solution must be interoperable, meaning it can seamlessly exchange data with third-party and internal RAF systems.
- The solution must support established General and industry-specific interoperability standards to facilitate data sharing with external stakeholders.
- These include but are not limited to: [TCP/IP, HTTPS, FTP, SMTP, DNS, XML, JSON, CSV, APIs, RESTful APIs, SOAP, Open API, OAuth, OpenID Connect, TLS/SSL].
- The solution must be compatible with commonly used web browsers, such as Microsoft Edge, Google Chrome, Mozilla Firefox, and Safari.
- The solution should be accessible through all mobile devices, such as tablets, phablets, smartphones, multiscreen devices, and feature phones.

4.6. Extensibility and Integration

- The solution must be designed for extensibility and seamless integration with other RAF and/or external applications.
- The solution must utilise APIs (Application Programming Interfaces) to integrate with external systems or other relevant RAF platforms.
- Integration must enhance interoperability, improve data consistency, and contribute to a more connected ecosystem.
- The solution must adapt to the RAF's evolving needs and be customisable and extensible.

4.7. Security and Privacy

- The solution must prioritise security and privacy, given the sensitive nature of RAF's information.
- The solution must have robust security measures, including user authentication, role-based access controls, encryption, and audit trails, to protect sensitive data from unauthorised access, breaches, and cyber threats.
- The solution must support strong authentication controls, including multi-factor authentication and single sign-on.
- All users must be centrally authenticated, and administrator/privileged accounts must have an added layer of authentication (Multi-Factor Authentication and/or context-aware access control).
- The solution must be able to enforce access control based on the least privilege principle and allow for granular role-based access control.

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

5. FUNCTIONAL REQUIREMENTS

The proposed website must be intelligent, user-centric, scalable, and interactive, with secure self-service features for both internal and external users. The system must support modular integration with existing RAF applications and services, meet and exceed all use cases found in section 7 of this document.

5.1. General Functionality

The system:

- Must be accessible via all standard web browsers and mobile devices
- Must provide role-based access for various user types (e.g., claimants, attorneys, hospitals, sheriffs)
- Must enable secure registration and authentication, including Multi-Factor Authentication (MFA)
- Must provide personalised dashboards for each user type, allowing them to view relevant information and documents.

5.2. User Account Management

- Account Creation: Users (claimants, attorneys, suppliers) should be able to create accounts independently or through administrator support
- Profile Management: Users and administrators can update or delete user profiles (i.e. users can delete their own profiles)
- Authentication: Username (email or ID number) with strong password policies and login error feedback
- Account Lockout: Lock account after a configurable number of failed attempts
- Password Policies: Encourage password changes at defined intervals

5.3. Reports and Repository Access

- Each user should have a personalised report repository
- Reports should be automatically added, updated, or removed based on system logic
- User should be able to view, filter, and download their reports
- Maintain configurable data storage limits per user

6. TECHNICAL REQUIREMENTS

6.1. Hosting and Infrastructure

- The website must be hosted on Amazon Web Services (AWS) for scalability, security, and reliability
- Cloud-native architecture preferred

6.2. CMS and/or Application Server

- The bidder must recommend a suitable Content Management System (CMS) and/or application server based on:
 - Popularity and market adoption
 - Ease of use and customisation
 - Support and maintenance options
 - Security features and compliance compatibility

6.3. Integration Capabilities

- Website must integrate with existing:
 - Business Intelligence tools (Microsoft Power BI)
 - In-house developed systems and third-party applications
 - Off-the-shelf systems
- API-driven architecture required for modular integration and data sharing
- System must be designed for loose coupling and high adaptability
- Power BI reports should be:
 - Delivered to user dashboards
 - Automatically refreshed
 - Allow for drill-down and interaction

6.4. Internal Usage

Internal users (RAF employees) must be able to:

- Upload and manage documents such as tenders, media statements, and advertisements
- Update public-facing sections of the site via a secure, role-based backend

6.5. Intelligent Features

To support a modern, AI-enhanced user experience, the website must incorporate the following intelligent features:

- **AI Chatbots:**
Answer user questions such as “How do I claim?”, provide guidance on forms, timelines, and processes
- **Chat Transcripts:**
Maintain records of interactions to improve service quality and training
- **Self-Monitoring Reports:**
Provide internal usage analytics such as:
 - Number of visitors
 - Most visited pages
 - Report download statistics
- **Sentiment Analysis:**
Analyse feedback and free-text interactions to assess user satisfaction and flag issues early
- **Intelligent Search:**
Predictive, typo-tolerant search bar with real-time suggestions based on user input
- **User Behaviour Tracking (Heatmaps):**
Monitor clicks, scroll depth, and navigation paths to improve UX design and optimise content layout.

6.6. Security

Registration and Authentication of Users

- Users need to register and be authenticated to ensure the integrity and security of information
- Login attempts should be limited to several attempts agreed to with the RAF security team
- Password strength should be agreed to with the RAF security team
- The solution must verify that transactions are performed by a human, not a bot or a script

Audit Trail

- Capture a system-generated session identifier when the user log in.
- Record the general system or device type used to log in (e.g. desktop, mobile.)
- Associate user activities with the system-generated session identifier.
- Record all successful and failed login attempts, including timestamps.

6.7. Front-end Technology Standards and Cross-platform Compatibility

HTML/CSS/JS Standards

- The portal must be developed using HTML5 (or later) to ensure modern semantic structure, improved performance, and compatibility with accessibility tools.
- CSS3 must be used for styling, responsive layouts, and animations.
- JavaScript ES6 (or later) standards should be used to implement dynamic behaviour, component-based logic, and asynchronous operations.
- Web components should be modular and reusable, following WCAG and W3C guidelines or a modern JavaScript framework (e.g. React, Angular, Vue) based on approved architecture standards.

6.8. Integration with the existing portals

RAF core business system is Guidewire and has its own portal. Guidewire portal will allow claim web lodgements. RAF's CRM system has its own portal that allows interactions with external users. The RAF website should offer a holistic view of all the RAF's portals without interfering with their functionalities. The developed solution should have the capability to integrate with both internal and external systems.

7. Use Cases

7.1. Claims Eligibility Tool:

Functional Role of the Portal:

- The portal serves as a non-authenticated, public-facing interface that enables potential claimants to assess their eligibility for lodging a claim with the RAF.
- The portal orchestrates the assessment through a dynamic, rule-based questionnaire, using pre-defined eligibility criteria maintained on RAF's official platforms.
- The portal does not initiate a formal claim but guides users toward the next steps.

Key Orchestration Features:

- **Public Access:** No authentication required; available to all users
Introductory Screen: Provides an overview and includes a disclaimer that the tool is a prototype or pre-claim guide and not a formal claims submission process
- **Consent Capture:** Users must provide consent before proceeding with the assessment
- **Interactive Questionnaire:** Dynamically guides users through a structured set of questions, adapting based on prior responses
- **Real-Time Rule Validation:** User responses are evaluated against a predefined set of RAF eligibility rules and logic
- **Outcome Decisioning:**
 - **Eligible (Potential Claim Identified)** – The system informs the user of potential eligibility
 - **Ineligible** – The system informs the user that the criteria are not met based on current responses
- **Next Steps Guidance:**
 - If eligible, provides contact details, links to the formal claim's registration page, and required documentation
 - If ineligible, offers educational material or relevant disclaimers

System of Record Integration:

- RAF Eligibility Rules Repository: Stores and governs the official, standardised claims eligibility criteria used to dynamically evaluate user responses. Portal queries this repository in real-time for rule application. Typically, and current part of the Core claims System (i.e., Guidewire)
- RAF CRM (Contact Centre Systems): Depending on the eligibility outcome, it provides structured next steps and contact information.

7.2. Legal Document Submission Platform (External-Facing Registers):

Functional Role of the Portal:

- The portal serves as an authenticated front-end orchestration platform that enables external legal stakeholders, particularly attorneys, to securely submit legal and supporting documents through structured, traceable registers.
- The portal replaces manual email-based submission channels by integrating directly with RAF's Enterprise Document and Records Management System (EDRMS), ensuring compliance, improved turnaround, and full auditability.

Key Orchestration Features:

- Document Upload Interface: Structured upload forms categorised by document type, case reference, and claim ID
- Metadata Tagging: Mandatory tagging fields (e.g., document type, submission date, reference number, legal representative ID)
- Submission Registers: External-facing registers with a historical view of uploaded documents and statuses
- Real-Time Validation: Input validation against case metadata to ensure correct linking to existing claims
- Audit Trail: Automated logging of submission details for traceability and regulatory audit purposes
- Acknowledgement Receipts: Immediate confirmation of receipt with unique reference number and timestamp
- Document Tracking Dashboard: Enables attorneys to view submitted documents, statuses (e.g., received, under review), and respond to requests for re-submission or clarification

System of Record Integration:

- RAF Enterprise Document and Records Management System: Serves as the authoritative repository for all legal documents. The portal interfaces directly with the EDRMS for secure storage, metadata capture, versioning, and lifecycle management.
- Core Claims Management System (i.e. Guidewire): Ensures uploaded documents are correctly associated with the relevant claim cases through linked metadata such as claim ID or case number.
- RAF Identity and Access Management: Provides role-based access control for external users, ensuring authentication and authorisation policies are enforced.

7.3. Innovative Use Case:

- Propose any innovative RAF context-related use case that is aimed at improving the efficiency of claims processing and the overall customer experience of the claimant.

7.4. Claims Management Use Case (Cradle to Grave):

Functional Role of the Portal:

- Acts as a front-end orchestration layer to facilitate user-friendly registration by claimants or legal representatives.
- Integrates with the Core Claims Management System (SoR) to initiate, update, and track claims.
- Real-time status monitoring and communication interface, orchestrated through integration with underlying systems that hold claim and case data.
- Users interact via a simplified interface while the portal synchronises and displays current data.

Key Orchestration Features:

- Guided digital claims intake wizard with real-time validation
- Document collection and metadata extraction (OCR/AI)
- Direct API-based submission to the Core Claims System

- Event-based updates from the SoR to keep the user portal dashboard current.
- Role-based access for legal reps vs. direct claimants.
- Status pulled from core claims processing SoR via APIs
- Event-driven notifications (e.g., claim assessed, documents needed, offer issued)
- Central message centre for bidirectional communication (synchronised with back-office case logs)
- Personalised dashboard views for each user type (claimants, legal reps, suppliers)

System of Record Integration:

- Primary SoR: Core Claims System (i.e., Guidewire)
- Supporting Systems: Home Affairs (Identity), SAPS (Incident Verification), Enterprise Document and Records Management System (EDRMS)
- Supporting Systems: Notification Services (Email/SMS), Document Management System

7.5. Supplier Registration & Management (Cradle-to-Grave):

Functional Role of the Portal:

- Front-end orchestration point for onboarding, engagement, and lifecycle events related to suppliers.
- Serves as the gateway to the Supplier Management System and Procurement Systems for status, document submission, and updates.

Key Orchestration Features:

- Supplier self-registration aligned with National Treasury requirements (via CSD)
- Real-time supplier validation (B-BBEE, SARS, CIPC, HPCSA)
- Submission of engagement requests, deliverables, and invoices through guided workflows
- Communication and status tracking through the portal
- Notifications and dashboard alerts on status changes and required actions

System of Record Integration:

- Primary SoRs: Supplier Management System, ERP Procurement Module, Central Supplier Database (CSD)
- Supporting Systems: Legal & Compliance Registry, Contract Lifecycle Management (CLM), Document Repository

7.6. Medical Undertakings Lifecycle Digitisation (Orchestrated via Medical Undertaking System of Record):

Functional Role of the Portal:

- Enables claimants and service providers to track and manage medical undertakings digitally via orchestrated interactions with the Medical Undertaking SoR.

Key Orchestration Features:

- Issue alerts to claimants and medical providers on new or updated undertakings
- Display undertaking lifecycle status: issued, in-use, nearing expiry, exhausted
- Provide upload interface for invoices and supporting documentation
- Status updates fetched from the SoR for visibility and next-step guidance

System of Record Integration:

- Primary SoR: Medical Undertakings Management System (Integrated Medical Systems)
- Systems: Finance ERP (for payment reconciliation), Provider Registry, Document Management System

7.7. Claims Lifecycle Management (End-to-end) (Orchestrated via Multiple Integrated SoRs)

Functional Role of the Portal:

- Offers an end-to-end view of the claim's lifecycle journey by orchestrating across multiple integrated backend systems rather than duplicating business logic.

Key Orchestration Features:

- Aggregated claim view sourced from multiple SoRs: initiation, investigation, assessment, offer, settlement, litigation
- Synchronised event feed with key milestones displayed per user role
- Enables interaction points (e.g., document upload, respond to queries, view outcomes) while delegating execution to SoRs
- Status flags and progression indicators guided by the process engine in backend systems

System of Record Integration:

- Primary SoRs: Core Claims Management System, Litigation Management System, Finance/ERP, Workflow Engine, CRM
- Supporting Systems: Enterprise Document and Records Management System, Communications Engine, Business Intelligence/Analytics for progress reporting

7.8. Actuarial Benefit Estimation and Settlement Calculator (Regulatory approval dependent use case)

Functional Role of the Portal:

- The portal serves as a user-facing orchestration layer that facilitates the capture of structured inputs, validation of required data, and submission to the Actuarial Calculation Engine (the System of Record).
- It enables role-based access for legal representatives, claimants, and internal users to initiate and view actuarial benefit estimations without duplicating the logic or calculation rules, which remain within the System of Record.

Key Orchestration Features:

- Step-by-step wizard for initiating a claim estimation based on selected benefit type (Loss of Earnings, Loss of Support, General Damages)
- Intelligent form logic with in-line guidance based on user role and selected benefit.
- Real-time data validation and pre-checks (e.g., age, income brackets, dependency links).
- Structured API submission to the Actuarial Calculation Engine (ACE) will be leveraged and used.
- Dynamic fetching and display of results, including:
 - Total estimated compensation
 - Breakdown of components and assumptions
 - Downloadable standardised actuarial report
- Role-based functionality:
 - Legal representatives: full calculation access
 - Internal RAF users: full access with case-linking
 - Claimants: limited read-only view, if permitted
- Optional linking of calculation report to claim file in the Core Claims System.
- Log and trace of all interactions for audit purposes.

System of Record Integration:

- Actuarial Calculation Engine (ACE): Performs all computations using legally standardised actuarial models and assumptions. Maintains the master formulas and ensures consistency with RAF policy, legal guidelines, and financial models.
- Core Claims System (Guidewire): Links completed actuarial reports to claim records, enabling adjudicators and legal units to access the estimation as part of the claim dossier.
- RAF Master Data Services: Validates income history, beneficiary/dependent relationships, and demographic data from verified records.
- Enterprise Document and Records Management System: Stores generated reports and supporting artefacts in the claimant's digital case folder.

7.9. Smart Claims Navigator (AI-Powered Claims Journey Assistant)

Functional Role of the Portal:

- The portal serves as an intelligent digital assistant, guiding claimants and legal representatives through the entire claims journey using an AI-powered, conversational interface and personalised workflow mapping.
- It leverages AI and decision automation to provide step-by-step support, predict document and action requirements, and proactively notify users of delays, missing information, or upcoming milestones.
- It orchestrates back-end system interactions while providing a highly simplified and human-like experience to users.

Key Orchestration Features:

- AI-Driven Chatbot Assistant: Embedded virtual assistant that answers queries, provides guidance, and explains next steps based on claim type and status
- Personalised Claims Journey Map: Dynamically generated visual timeline showing where the claim is in the process, completed milestones, and next actions
- Document & Task Prediction: Suggests documents to be uploaded or actions to be taken based on claim progress and user role

- Status Alerts & Milestone Notifications: Automated, event-driven push notifications (SMS/email/portal) for claim updates, required submissions, or pending reviews
- Digital Companion for Legal Reps & Claimants: Provides role-specific guidance (e.g., deadline reminders for attorneys, document guidance for claimants)
- Self-Service Issue Resolution: Offers guided help and response options for frequently occurring claim issues (e.g., missing documents, rejected items)
- Language and Accessibility Options: Multi-language support with accessibility features for inclusive user experience

System of Record Integration:

- Core Claims Management System (i.e. Guidewire): Supplies real-time claim status, milestones, task requirements, and historical claim data to power the journey map and assistant logic.
- Business Rules Engine (i.e. Guidewire): Provides policy logic and decision rules used to guide the assistant's prompts and validations.
- Enterprise Document and Records Management System: Enables the AI assistant to identify missing documentation and assist with uploads and metadata tagging.
- Identity and Access Management: Ensures secure, role-based interaction with sensitive claims data based on authenticated user profiles.
- Notification/Communication Platform: Used to push alerts and updates to users via multiple channels (e.g., SMS, email, in-app).

7.10. Medical Provider Portal with Real-Time Tariff Validation

Functional Role of the Portal:

- The portal serves as a secure, role-based front-end interface for registered medical providers to submit invoices, check service codes, and validate tariffs in real time.
- The portal does not store or calculate rates; instead, it orchestrates interactions with the RAF's Medical Tariff System of Record.

Key Orchestration Features:

- Secure login for hospitals, specialists, and EMS providers.

- Invoice submission interface with structure fields for ICD-10 codes and treatment dates.
- Real-time validation of (service eligibility; applicable tariff rates; and limits/exclusions based on RAF schedule.
- Submission history and rejection feedback.
- Tariff lookup tool with filters by procedure type of injury class.
- Submission of supporting documentation.
- Notifications for underpayment, rejections, or audit triggers.

System of Record Integration:

- RAF Medical Tariff Schedule Engine (Integrated Medical System):
- ERP: Links approved submissions to payment workflows and remittance tracking.
- EDRMS: Stores uploaded supporting documents in provider folders.
- Provider Registry: Verifies provider credentials before submission acceptance.

7.11. Beneficiary Portal for Ongoing Claims Support (Post-Settlement – Medical Management)

Functional Role of the Portal:

- The portal enables ongoing engagement with settled claimants, particularly those with long-term medical undertakings, by offering tools to track treatments, upload medical updates, and submit follow-up documentation.
- It orchestrates back-end interactions for validation, reporting, and compliance.

Key Orchestration Features:

- Role-based access for beneficiaries and designated caregivers
- View and track usage of medical undertaking benefits
- Upload post-treatment reports, prescriptions, or follow-up assessments
- Alerts for expiry of undertakings, unused benefits, or missing documents
- Timeline visualisation of treatment milestones
- Communication interface for submitting queries to RAF medical case officers
- Optional integration with hospital/clinic reporting systems

System of Record Integration:

- Medical Undertaking System (Integrated Medical System): Tracks all issued medical benefits, usage, and remaining entitlements.
- ERP: Links claim follow-up activities to medical payments.
- EDRMS: Captures follow-up treatment documents and assessments.
- Claims History DB (Claims Management System): Contextualises post-settlement care within original case details.

7.12. Fraud Detection and Whistleblower Portal

Functional Role of the Portal:

- Secure platform for reporting suspected fraudulent claims, provide billing irregularities, or internal misconduct.
- Anonymous submission capabilities with case tracking.
- Integration with investigative workflow systems.

Key Orchestration Features:

- Anonymous tip submission with encrypted data handling.
- Evidence upload interface (photos, documents, recordings).
- Case tracking with privacy-protected reference numbers.
- Risk scoring algorithm integration for prioritising investigations.
- Secure communication channel for follow-up queries.
- Reward/incentive tracking for validated reports.

System of Record Integration:

- Fraud Investigation Management System.
- Core Claims Management System (for cross-referencing suspicious patterns).
- Legal Case Management System.
- Secure Communications Platform (online based).

7.13. Proactive Accident Prevention & Education Hub

Functional Role of the Portal:

- The portal serves as a public education platform to reduce accidents through interactive safety content, data sharing with transport authorities, and incentivised behaviour change programmes.

Key Orchestration Features:

- Hotspot Analytics Dashboard: Visual map of high-risk accident zones.
- Driver Safety Courses: Online certifications with RAF discount incentives.

- Community Reporting: Crowdsourced hazard reporting (e.g. potholes, poor lighting).

System of Record Integration:

- GIS/Transport APIs: Live traffic/accident data.
- Certification Issuance System: Validates course completion.

7.14. Digital Identity and Biometric Verification (Fraud Prevention & Secure Access)

Functional Role of the Portal:

- The portal facilitates biometric and digital identity verification for claimants, legal representatives, and service providers. It ensures verified access and transaction legitimacy, especially during registration, document submission, and claims processing.

Key Orchestration Features:

- Biometric onboarding (facial recognition, fingerprinting via mobile or web).
- Digital ID verification with DHA
- Identity match check for claimants and dependents.
- Duplicate claim/person detection.

System of Record Integration:

- Home Affairs (DHA): Identity validation.
- RAF IAM & Claims System: Secure access and claim ownership verification.
- Biometric Engine: Facial/fingerprint data match and storage.

8. Compliance

Update the website's Privacy Policy and Terms and Conditions. Add a link to the Privacy Policy for further information. Comply with POPIA. PAIA compliance should not overwrite POPIA compliance. The website should allow data subject participation in terms of POPIA and PAIA.

Inform/educate users about cookies. Inform them about their right to refuse the storage of cookies on their devices. Give users option to accept, reject or customise cookies.

9. Training

On-the-job training should be applied without interfering with the project timelines. The RAF technical team must be exposed during the development, stabilisation, and handover phases. Training should be applied in the action of getting the job done to facilitate continuous knowledge transfer.

10. Support

This will be a two-year (2) contract that includes development, support, and maintenance, skills transfer, and handover to the RAF development and support team.

11. Scope of Work

The appointed service provider will be responsible for the full development of the interactive, intelligent, and secure RAF website/portal.

The service provider will be responsible for

- Analysing and further enhancing requirements
 - Producing, the final requirements document to be used to design the website
- Website/Portal design
 - Produce a solution document
- Website/Portal Development
 - Content Management system
 - Use cases
- Develop the website/portal according to the approved website design document, ensuring it meets all specified and approved requirements.
- Architecture design
 - Produce the architecture document to be approved by the RAF's Architecture Review Forum (ARF)
 - Recommending the required infrastructure
 - Design a comprehensive security for the website
 - Working with the relevant RAF technical teams to provision the approved recommended infrastructure
- Preparation of the hosting environment
 - Prepare Instances on AWS according to the approved recommendations
 - Working with the RAF security team to implement the approved security recommendations for the website
- UAT
 - Obtain the UAT sign-off before going to the production environment

- Promote the work to the production environment and do data migration from the old website.
- Go-live
 - Do website penetration testing after go-live to test the robustness of the website security.
 - Decommission the old website
- Support
 - Solution Stabilisation and skills transfer
 - Handover and skills transfer
- Skills transfer to the RAF technical team is expected to happen all throughout the project, but it should not deter the progress

12. Timelines

The service provider is expected to propose a high-level project plan outlining key milestones and the expected duration for each. The project deliverables should include:

- Requirements enrichment.
 - Artifact: approved requirements document
- Website/portal design
 - Artifact: Approved solution document
- Architecture design
 - Artifact: Approved architecture document
- Website development (Phase 1)
- UAT
 - Artifact: Sign-off
- Portal development
- UAT
 - Artifact: Sign-off
- Go-live,
 - Artifact: Project closure document and a completion certificate

13. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process shall be conducted under the following phases:

Phase 1: Initial Screening Process - At this phase Bidders responses are reviewed to check if bidders have responded according to RAF RFB document. **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 meet the Mandatory Requirements will be evaluated further on Technical Requirements.

Phase 3: Technical Evaluation - At this phase, Bidder(s) who meet the minimum threshold of 78 out of 130 points allocated at Technical Evaluation will proceed to phase 4 (system demonstration)

Phase 4: System Demonstration - At this phase, Bidder(s) who met the minimum threshold of 21 points out of 30 points allocated in this phase will be further evaluated on Price and Specific Goals.

Phase 5: 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.

13.1 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.

13.1.1 Mandatory	Comply	Do Not Comply
<p>The service provider must be an Original Equipment Manufacturer (OEM) or accredited by OEM as a Partner/ Implementer of the proposed Content Management System.</p> <p>The accreditation should be provided in the form of a copy of a letter in the official letterhead of the OEM or any form of certification from the OEM issued in relation to the above. The proof of accreditation provided must be valid at the closing of this bid.</p> <p>Notes:</p> <ul style="list-style-type: none"> • RAF reserves the right to verify the validity of the proof submitted. • The bidder shall remain accredited / licensed by the OEM as a partner for the duration of the contract. 		

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

13.2 TECHNICAL / FUNCTIONAL CRITERIA (PHASE 3)

With regards to Technicality / Functionality, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the table below:

13.2.1 Experience of the service provider in the Website Development Space.		Points
<p>The Bidder(s) must have a minimum of 5 years’ experience in the development of e-commerce websites including a minimum of 1 year cloud experience. The bidder must submit a company profile indicating the below:</p> <ul style="list-style-type: none"> • Years of experience in the e-commerce website development business. • Years of experience developing on a Cloud platform. 		15
Experience: Scoring Matrix		
Number of years of experience	Score	
<p>Less than 5 years’ experience in the e-commerce website development business with or without the cloud experience.</p> <p>OR</p> <p>5 or more years’ experience in the e-commerce website development business without the cloud experience.</p>	0	
5 years’ experience in the e-commerce website development business including at least 1 year of cloud experience.	10	
More than 5 years’ experience in the e-commerce website development business including at least 1 year of cloud experience	15	
<p>NB: For the bidder to score any points, the company profile must include <u>ALL</u> the bullet points above. In a case where the company profile does not indicate any of the bullet points above, the bidder will score zero (0).</p>		

13.2.2 Website Development Projects Undertaken by the Service Provider.	15										
<p>Bidders' proposals must demonstrate successful implementation of website development on executing at least three (3) projects, and this information should be supported by submission of reference letters from current and previous clients.</p> <p>One of the letters should confirm a successful implementation of the website in the cloud. Letters should:</p> <ul style="list-style-type: none"> • Be in a client's letterhead. • Have contact details of the client, including a contact person. • Have confirmation that the website was developed and implemented by the service provider. 											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" data-bbox="145 777 1347 848" style="text-align: left;">Experience: Scoring Matrix</th> </tr> <tr> <th data-bbox="145 848 699 920" style="text-align: left;">Number of letters</th> <th data-bbox="699 848 1347 920" style="text-align: left;">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="145 920 699 1344"> Less than 3 letters meeting the above-mentioned criteria with or without cloud-based projects. OR 3 or more letters meeting the above-mentioned criteria without the cloud-based projects </td> <td data-bbox="699 920 1347 1344" style="text-align: center; vertical-align: top;">0</td> </tr> <tr> <td data-bbox="145 1344 699 1514"> 3 letters meeting the above-mentioned criteria including one letter of the cloud-based project. </td> <td data-bbox="699 1344 1347 1514" style="text-align: center; vertical-align: top;">10</td> </tr> <tr> <td data-bbox="145 1514 699 1688"> More than 3 letters meeting the above-mentioned criteria including one letter of the cloud-based project. </td> <td data-bbox="699 1514 1347 1688" style="text-align: center; vertical-align: top;">15</td> </tr> </tbody> </table>		Experience: Scoring Matrix		Number of letters	Score	Less than 3 letters meeting the above-mentioned criteria with or without cloud-based projects. OR 3 or more letters meeting the above-mentioned criteria without the cloud-based projects	0	3 letters meeting the above-mentioned criteria including one letter of the cloud-based project.	10	More than 3 letters meeting the above-mentioned criteria including one letter of the cloud-based project.	15
Experience: Scoring Matrix											
Number of letters	Score										
Less than 3 letters meeting the above-mentioned criteria with or without cloud-based projects. OR 3 or more letters meeting the above-mentioned criteria without the cloud-based projects	0										
3 letters meeting the above-mentioned criteria including one letter of the cloud-based project.	10										
More than 3 letters meeting the above-mentioned criteria including one letter of the cloud-based project.	15										

<p><u>Please Note:</u></p> <ul style="list-style-type: none"> • For the purpose of this bid, a client is an entity that has received the services from the prospective bidder and not a subcontractor who might have joint forces with the prospective bidder to render the services. • In the event that the RAF cannot validate the client contacts submitted by the service provider, that specific reference will not be considered for point allocation. • Failure by the service provider to submit the client references as per the requirements above, that/those specific reference(s) will not be considered for point allocation. • Please provide accurate contact details of the clients' representative(s). • Reference letters from current clients will be acceptable provided they indicate that the implementation part of the contract has been completed (e.g. the bidder has completed the implementation and is currently providing post-implementation support and maintenance on the same contract). 									
<p>13.2.3 Experience of the Resources to be deployed to the RAF: Business Analyst.</p>									
<p>A Business Analyst to be deployed at RAF should have a minimum of 5 years of experience as a Business Analyst.</p> <p>Required Proof: Document Indicating the following:</p> <ul style="list-style-type: none"> • Personal information • Qualification (NQF Level 6 or higher) in any field and • Work experience 									
<table border="1"> <thead> <tr> <th colspan="2">Experience: Scoring Matrix</th> </tr> <tr> <th>Number of years of Experience</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Less than 5 years of experience with or without the qualification OR 5 or more years of experience without the qualification</td> <td>0</td> </tr> <tr> <td>5 years of experience with the qualification</td> <td>5</td> </tr> </tbody> </table>	Experience: Scoring Matrix		Number of years of Experience	Score	Less than 5 years of experience with or without the qualification OR 5 or more years of experience without the qualification	0	5 years of experience with the qualification	5	<p style="text-align: center;">10</p>
Experience: Scoring Matrix									
Number of years of Experience	Score								
Less than 5 years of experience with or without the qualification OR 5 or more years of experience without the qualification	0								
5 years of experience with the qualification	5								

<p>More than 5 years with the qualification</p>	<p>10</p>										
<p>Notes:</p>		<ul style="list-style-type: none"> • Years of experience in the relevant space should be clearly indicated with day, month and year (whichever date sequence) to enable clear and transparent counting of years of experience as required. • In the event that the service provider is unable to meet the requirements to assign the allocated resources as per submitted documents reflecting resource experience for this bid (the resource that was scored for this bid), the service provider must replace with a similar or more experienced resource. 									
<p>13.2.4 Experience of the Resources to be deployed to the RAF: Senior Website Developer.</p>		<p style="text-align: center; vertical-align: middle;">9</p>									
<p>A Senior Website Developer to be deployed at RAF should have a minimum of 8 years of experience as a website developer.</p>											
<p>Required Proof: Document Indicating the following:</p> <ul style="list-style-type: none"> • Personal information • Qualification (NQF Level 6 or higher) in any field and • Work experience 											
<table border="1"> <thead> <tr> <th colspan="2" data-bbox="127 1254 903 1332">Experience: Scoring Matrix</th> </tr> <tr> <th data-bbox="127 1332 612 1400">Number of years of Experience</th> <th data-bbox="612 1332 903 1400">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="127 1400 612 1713"> <p>Less than 8 years of experience with or without the qualification</p> <p>OR</p> <p>8 years or more of experience without the qualification</p> </td> <td data-bbox="612 1400 903 1713"> <p>0</p> </td> </tr> <tr> <td data-bbox="127 1713 612 1843"> <p>8-10 years of experience with the qualification</p> </td> <td data-bbox="612 1713 903 1843"> <p>5</p> </td> </tr> </tbody> </table>		Experience: Scoring Matrix		Number of years of Experience	Score	<p>Less than 8 years of experience with or without the qualification</p> <p>OR</p> <p>8 years or more of experience without the qualification</p>	<p>0</p>	<p>8-10 years of experience with the qualification</p>	<p>5</p>		
Experience: Scoring Matrix											
Number of years of Experience	Score										
<p>Less than 8 years of experience with or without the qualification</p> <p>OR</p> <p>8 years or more of experience without the qualification</p>	<p>0</p>										
<p>8-10 years of experience with the qualification</p>	<p>5</p>										

More than 10 years with the qualification	9		
<p>Notes:</p> <ul style="list-style-type: none"> • Years of experience in the relevant space should be clearly indicated with day, month and year (whichever date sequence) to enable clear and transparent counting of years of experience as required. • In the event that the service provider is unable to meet the requirements to assign the allocated resources as per submitted documents reflecting resource experience for this bid (the resource that was scored for this bid), the service provider must replace with a similar or more experienced resource. 			
13.2.5 Experience of the Resources to be deployed to the RAF: Website Designer.			8

The Website Designer must have a minimum 5 years of experience as a website designer.

Required Proof: Document Indicating the following:

- Personal information
- Qualification (NQF Level 6 or higher) in any field and
- Work experience

Experience: Scoring Matrix	
Number of years of Experience	Score
Less than 5 years of experience with or without the qualification OR 5 years or more of experience without the qualification	0
5 years of experience with the qualification	5
More than 5 years of experience with the qualification	8

Notes:

- **Years of experience in the relevant space should be clearly indicated with day, month and year (whichever date sequence) to enable clear and transparent counting of years of experience as required.**
- **In the event that the service provider is unable to meet the requirements to assign the allocated resources as per submitted documents reflecting resource experience for this bid (the resource that was scored for this bid), the service provider must replace with a similar or more experienced resource.**

13.2.6 Experience of the Resources to be deployed to the RAF: Project Manager

7

The project manager to be deployed to the RAF must be suitably qualified and skilled. The resource to be deployed to the RAF must have a minimum of five (5) years' experience in project management.

Required Proof: Document Indicating the following:

- Personal information
- Qualifications (NQF Level 6 or higher) in any field and
- Work experience

Experience: Scoring Matrix	
No of years' experience	Score
Less than 5 years of experience	0
5 years of experience	4
More than 5 years of experience	7

Notes:

- **Years of experience in the relevant space should be clearly indicated with day, month and year (whichever date sequence) to enable clear and transparent counting of years of experience as required.**
- **In the event that the service provider is unable to meet the requirements to assign the allocated resources as per submitted documents reflecting resource experience for this bid (the resource that was scored for this bid), the service provider must replace with a similar or more experienced resource.**

13.2.7 Solution Proposal **66**

Bidder's response to the specification must include a detailed Solution Proposal. The submitted proposal will be evaluated based on the following criteria:

- **High Level Technical Architecture (4 points)**
 - Hosting (Cloud services) – 1 point
 - Application server (CMS) – 1 point

- Database Management System (DMS) – 1 point
- Internal/External system integration – 1 point
- **Technology Stack (all tools necessary for the development) (3 points)**
 - Content Management System (CMS) – 1 point
 - Development Language(s) – 1 point
 - Web design tools – 1 point
- **Features and Functionalities (3 points)**
 - Integration with Power BI (reporting tool) – 1 point
 - Intelligent Features (e.g., Sentiment Analysis) – 1 point
 - Self-service – 1 point
- **Security (2 points)**
 - Authentication – 1 point
 - Audit Trail – 1 point
- **Implementation Plan, Timelines and Resource Mapping (7 points)**
 - Requirements analysis – 1 point
 - Website design – 1 point
 - Architecture design – 1 point
 - Website development – 1 point
 - User Acceptance Test – 1 point
 - Go Live – 1 point
 - Skills Transfer – 1 point

Use Cases

- **Registers (4 Points)**
 - Form to capture data - 1 Point
 - Real-Time Validation – 1 Point

<ul style="list-style-type: none"> ○ Attach relevant documents – 1 Point ○ Acknowledgement Receipts – 1 Point ● Claims Eligibility Tool (3 Points) <ul style="list-style-type: none"> ○ Disclaimer on the introductory screen – 1 Point ○ Consent Capture – 1 Point ○ Interactive Questionnaire – 1 Point ● Propose An Innovative Use Case (2 points) <ul style="list-style-type: none"> ○ Innovative use case – 1 Point ○ Digital context related – 1 point ● Legal Document Submission Platform (External-Facing Registers) (3 points) <ul style="list-style-type: none"> ○ Document Upload Interface – 1 Point ○ Submission Registers – 1 Point ○ Acknowledgement Receipts – 1 Point ● Claims Management Use Case (Cradle to Grave) (5 points) <ul style="list-style-type: none"> ○ Guided digital claims intake wizard with real-time validation – 1 Point ○ Document collection and metadata extraction (OCR/AI) – 1 Point ○ System Integration <ul style="list-style-type: none"> ▪ Internal systems – 1 Point ▪ External systems – 1 Point ○ Role-based access – 1 Point ● Supplier Registration & Management (Cradle-to-Grave) (3 points) <ul style="list-style-type: none"> ○ Real-time supplier validation (B-BBEE, SARS, CIPC, HPCSA) – 1 Point ○ Workflows – 1 Point ○ Alerts on claim changes and required actions – 1 Point 	
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<ul style="list-style-type: none">• Claims Status & Communication Management (Orchestrated via Core Claims and Case Management Systems) (2 points)<ul style="list-style-type: none">○ Status pulled from core claims processing – 1 Point○ Event-driven notifications – 1 Point• Medical Undertakings Lifecycle Digitisation (Orchestrated via Medical Undertaking System of Record) (2 points)<ul style="list-style-type: none">○ Upload interface for invoices and supporting documentation – 1 Point○ Status updates fetched – 1 Point• Claims Lifecycle Management (End-to-end) (Orchestrated via Multiple Integrated SoRs) (1 point)<ul style="list-style-type: none">○ Full Claim view – 1 Point• Actuarial Benefit Estimation and Settlement Calculator (Regulatory approval dependent use case) (3 points)<ul style="list-style-type: none">○ Role-based access – 1 Point○ Benefit estimations – 1 Point○ Integration – 1 Point• Smart Claims Navigator (AI-Powered Claims Journey Assistant) (3 points)<ul style="list-style-type: none">○ AI-Driven Chatbot Assistant – 1 Point○ Personalised Claims Journey Map – 1 Point○ Multi-language support – 1 Point• Medical Provider Portal with Real-Time Tariff Validation (3 points)<ul style="list-style-type: none">○ Secure login for health practitioners – 1 Point○ Invoice submission interface – 1 Point○ Tariff lookup tool with filters – 1 Point• Appeals and Dispute Management Platform (2 points)	
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<ul style="list-style-type: none"> ○ Form for submitting appeals – 1 Point ○ Appeal type classification and document upload – 1 Point ● Beneficiary Portal for Ongoing Claims Support (Post-Settlement – Medical Monitoring) (3 points) <ul style="list-style-type: none"> ○ Role-based access for beneficiaries and designated caregivers – 1 Point ○ View and track usage of medical undertaking benefits – 1 Point ○ Upload post-treatment reports, prescriptions, or follow-up assessments – 1 Point ● Fraud Detection and Whistleblower Portal (4 points) <ul style="list-style-type: none"> ○ Anonymous tip submission with encrypted data handling. – 1 Point ○ Evidence uploads interface (photos, documents, recordings). – 1 Point ○ Case tracking with privacy-protected reference numbers. – 1 Point ○ Risk scoring algorithm integration for prioritising investigations – 1 Point ● Proactive Accident Prevention & Education Hub (2 points) <ul style="list-style-type: none"> ○ Hotspot Analytics Dashboard – 1 point ○ Community Reporting – 1 Point ● Digital Identity and Biometric Verification (Fraud Prevention & Secure Access) (2 points) <ul style="list-style-type: none"> ○ Biometric onboarding – 1 Point ○ Digital ID verification with DHA – 1 Point <p>Please Note: bidders will only be allocated points for the requirements covered in their proposal. The bidders will score zero (0) for the requirements that are not covered in their proposal.</p>	
Minimum Threshold	78
Total	130

Bidders who score a minimum threshold of 78 out of 130 points on Technical/Functional Evaluation will be considered for further evaluation on System Demonstration. Bidders who fail to attain the required minimum threshold will not be evaluated further.

13.3 SYSTEM DEMONSTRATION (PHASE 4)

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 21 out of 30 points scored during the system demonstration will be evaluated further for Price and Specific Goals (Phase 5).

The following will be evaluated during this phase:

Demonstration Item		Points	Score
Does the website have Language and Accessibility Options?		1	
User registration	Can external users self-register at ease?	1	
	Does the website cater to administrator-managed user registration?	1	
Managed Access	Can information targeting the public be accessed anonymously?	1	
	Can access to user-based information be authenticated?	1	
The capturing of claim insurance-related data	Is the capturing form user-friendly?	1	
	Is the data searchable?	1	
	Is the input validated?	1	

	Is there an audit trail?	1	
Chatbot Assistant: Is the assistance effective?		1	
Guided digital claim data intake wizard with real-time validation	Is the guidance clear?	1	
	Is real-time validation active?	1	
Document collection: Can all document formats be uploaded (PDF, Excel, Word, etc.)?		1	
Document & Task Prediction: Is the feature available?		1	
Metadata extraction (OCR/AI)	Can the solution classify documents according to document types?	1	
	Can the solution extract targeted endpoints from the form?	1	
	Can the extracted endpoints be stored as structured data? i.e., in a database with tables.	1	
Benefit Estimation and Settlement Calculator: Is the functionality available?		1	
Event-driven notifications: Are notifications sent to the user?		1	
End-to-end view of the claim	Is the claim easily searchable?	1	
	Is the claim history viewable?	1	
	Is the status viewable?	1	
	Is the next step viewable?	1	
Whistleblower Portal	Is an anonymous tip-off submission catered for?	1	
	Is evidence upload catered for?	1	

	Is the system generating reference numbers?	1	
	Is the system offering case tracking?	1	
Education Hub	Accident Hotspot Analytics Dashboard	1	
	Is the website allowing community Reporting (riots, accidents, potholes, etc.)	1	
	Is the website offering Driver Safety Courses?	1	
Total		30	
Minimum Required		21	

Bidders who score a minimum threshold of 21 out of 30 points on System Demonstration will be considered for further evaluation on Price and Specific Goals. Bidders who fail to attain the required minimum threshold will not be evaluated further

13.4 PRICE AND SPECIFIC GOALS (PHASE 5)

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

Evaluation Criteria				Points
1.	Price			80
2.	Specific Goals			20
	#	Specific 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 supported by copy of ID's and company registration documents issued by CIPC.	10
	2	Women (Minimum 51% ownership or more)	CSD report supported by copy of ID's and company registration documents issued by CIPC.	8
	3	Persons with disabilities (Minimum 51% ownership or more)	Valid medical certificate issued by an accredited medical practitioner supported by copy of ID's and company registration documents issued by CIPC.	2
Total				100

14 PRICING SCHEDULE

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

NB: BIDDERS TO ENSURE THAT THEIR PRICING FOR YEAR 2 IS INCLUSIVE OF ANNUAL ESCALATION RATE.

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

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.

Deliverables	Estimated Period (Hrs)	Hourly Rate	Year 1 – VAT Incl.	Year 2 – VAT Incl.
Requirements enrichment	1 008	R	R	
Website design	504	R	R	
Architecture and Security design	504	R	R	
Website / Portal development	4 032	R	R	
Website Penetration Testing			R	
Website Go Live			R	
Support and Stabilisation			R	R
Content Management System				R
Total VAT inclusive			R	R
Total bid price (VAT Inclusive)	R			

Bidder's Name:

Signature:

Date:

NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL

CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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22. Penalties
23. Termination for default
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
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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.