

INVITATION TO BID

BID NO:

RAF/2026/00051

BID DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, AND IMPLEMENT A CLOUD-BASED IDENTITY AND ACCESS MANAGEMENT SOLUTION INCLUDING MAINTENANCE & SUPPORT TO THE ROAD ACCIDENT FUND (RAF) FOR A PERIOD OF FIVE (5) YEARS

PUBLICATION DATE: 20 AUGUST 2026

NON-COMPULSORY BRIEFING SESSION DATE AND TIME: 07 SEPTEMBER 2026

@ 11:00 AM

A NON-COMPULSORY BRIEFING SESSION WILL BE HELD ON MICROSOFT TEAMS:

<https://teams.microsoft.com/meet/324444746698351?p=eutfMVc6N4nLrFXyGM>

CLOSING DATE: 24 SEPTEMBER 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 address given below:

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

3. Validity Period

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

4. Enquiries

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

Bid Enquiries: Bathabile Mahlangu

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

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **10 September 2026**

Publication date for Questions & Answers: **14 September 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/2026/00051	CLOSING DATE:	24 SEPTEMBER 2026	CLOSING TIME:	11H00				
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, AND IMPLEMENT A CLOUD-BASED IDENTITY AND ACCESS MANAGEMENT SOLUTION INCLUDING MAINTENANCE & SUPPORT TO THE RAF FOR A PERIOD OF FIVE (5) YEARS								
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:									
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	Bathabile Mahlangu		CONTACT PERSON						
TELEPHONE NUMBER			TELEPHONE NUMBER						
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER						
E-MAIL ADDRESS	bathabilem@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				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; vertical-align: top;"> 1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? </td> <td style="width: 30%; vertical-align: top;"> ☐ Yes ☐ No [IF YES ENCLOSE PROOF] </td> <td style="width: 20%; vertical-align: top;"> 2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? </td> <td style="width: 30%; vertical-align: top;"> ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] </td> </tr> </table>						1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]						
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS									

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
(Proof of authority must be submitted e.g. company resolution)

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

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

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

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

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

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?
YES/NO
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

ⁱ 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.

2.3.1 If so, furnish particulars:

.....
.....
.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I,, the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
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 reaseracg 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 the 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 the 80/20 or 90/10 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

or

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	10	5		

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)				
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 SUPPLY, AND IMPLEMENT A CLOUD-BASED IDENTITY AND ACCESS MANAGEMENT SOLUTION INCLUDING MAINTENANCE & SUPPORT TO THE RAF FOR A PERIOD OF FIVE (5) YEARS

1. BACKGROUND OF THE ROAD ACCIDENT FUND

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

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

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) seeks to appoint a highly qualified and experienced Information Technology (IT) bidder to supply and implement a cloud-based Identity and Access Management (IAM) solution to replace RAF's existing Identity and Access Management solution. The solution will include maintenance and support for a period of five (5) years, which entails professional services and IAM platform support by the bidder, over and above the maintenance and support offered by the Original Equipment Manufacturer (OEM) as part of the subscription licence.

RAF ICT Security aims to ensure that the IT systems, applications, and data assets of the RAF are secure and adequately protected from the constant threat of cyberattacks, unauthorised system access, data loss (exfiltration), and other IT security-related risks. IAM is a key component of the Security landscape at RAF.

A key requirement for the new solution is to ensure that the right individuals have the appropriate access to the right resources at the right time by seamlessly integrating with the RAF's internal systems and other third-party platforms, enabling the automation and streamlining of IAM processes.

The primary objectives of implementing this new solution are to:

1. Integrate with SAP HR as an authoritative source to automate user lifecycle management.
2. Be an authoritative source for contractors
3. Create, manage, and maintain digital identities for users (employees, customers, partners)
4. Provide integration with all applications for a centralized view and management of user access.
5. Enforce access rights based on the principle of least privilege,
6. Support Role-Based Access Control (RBAC) and Attribute-Based Access Control (ABAC)
7. Perform periodic access reviews and recertification
8. Ensure compliance with audit requirements and governance policies
9. Protect systems from unauthorised access, breaches, and insider threats.
10. Support ongoing integration of new applications for access management

4. SCOPE OF WORK AND DELIVERABLES

The following highlights a summary of the scope of this RFB. Details of the summary are in the next section.

1. Needs Analysis / Business Requirements Documentation and Verification.
2. Subscription/ Entitlement.
3. Infrastructure Setup (Hardware & Network configuration).
4. Solution Configuration and Customisation.
5. Implementation of the IAM Solution as per business requirements.
6. Non-Functional Requirements
7. Reports And Analytics.
8. Historical Data Migration.
9. Project Management.
10. Training and Knowledge Transfer.
11. Maintenance & Support for five years.

4.1. NEEDS ANALYSIS / (BUSINESS REQUIREMENTS GATHERING AND VERIFICATION)

- 4.1.1 Review existing business documentation, including process flows, data sources, system manuals, and reports, to understand the current (As-Is) business process as outlined by the RAF.
- 4.1.2 Document and verify business requirements, processes, integration needs, and reports identified during the review.
- 4.1.3 Identify specific problems, inefficiencies, and risks associated with the current processes, including updating existing workflows, steps, roles, and systems involved. Confirm the identified manual steps, redundancies, and bottlenecks.
- 4.1.4 Document As-Is business processes, technologies, data sources, data quality issues, and integration points to capture the full scope of the existing state.
- 4.1.5 Review and confirm the desired (To-Be) state and solution scope based on the documented business requirements, ensuring alignment with best practices.
- 4.1.6 Clearly outline what the new solution must accomplish to meet specific RAF business requirements and include any necessary business rules and exceptions.
- 4.1.7 Design the solution based on the agreed-upon business requirements, providing comprehensive documentation including business, technical, solution, integration, security, and data conceptual architecture diagrams.
- 4.1.8 Present the proposed designs to the RAF's Enterprise Architecture (EA) review board for approval, ensuring conformity with the RAF's EA standards and principles.
- 4.1.9 Obtain formal approval from the project sponsor and key business owners on the finalised needs and requirements documentation to signify agreement and commitment

to the defined solution scope and goals, establishing a baseline for the solution's design and development/configuration.

4.2. SUBSCRIPTION/ENTITLEMENTS

4.2.1 Implement a RAF dedicated IAM SaaS tenant/portal with required subscription and entitlements to meet the RAF requirements as contained in this RFB.

4.2.2 RAF will own the subscription for the duration of the contract.

4.3. INFRASTRUCTURE SETUP (HARDWARE & NETWORK CONFIGURATION)

4.3.1 Where additional infrastructure needs to be deployed in the RAF environment (in addition to the SaaS tenant), this will be the responsibility of the RAF. The bidder must collaborate with the RAF's infrastructure and security teams to facilitate such a deployment.

4.3.2 The RAF will provide cloud computing and on-premises computing resources for any such deployments.

4.4. SOLUTION CONFIGURATION AND CUSTOMISATION

4.4.1 The bidder is required to configure and customise the solution based on the approved business requirements/needs and architecture diagrams. This includes establishing integration settings to enable seamless connectivity with both external and internal systems and services, facilitating smooth data exchange and functionality.

4.4.2 Implement security and governance requirements, such as Role-Based Access Control (RBAC) and/or Attribute-Based Access Control (ABAC), in accordance with RAF's specifications and standards.

4.4.3 Configure system administration settings to provide RAF's system administrators with the necessary controls to manage operations and ensure optimal performance and maintain security.

4.4.4 Ensure that all modules are configured according to the project scope and release plan, including critical integration points, which contribute to the overall functionality of the solution.

4.4.5 Develop and execute test plans to verify the configuration settings and address any issues that arise. Conduct user acceptance testing (UAT) to ensure that the solution meets all specified business requirements and needs.

4.5. IMPLEMENTATION OF THE IDENTITY AND ACCESS MANAGEMENT SOLUTION.

4.5.1 User Identity Management

The solution will cover the creation, management, and lifecycle control of user identities.

- User account creation (provisioning)
- Modification of user roles and permissions
- Deactivation or removal of accounts (de-provisioning)
- Management of employee, contractor, and partner identities.

4.5.2 Authentication Mechanisms

The solution will implement secure authentication methods to verify user identities before granting access.

- Username and password authentication
- Multi-Factor Authentication (MFA)
- Single Sign-On (SSO)
- Biometric or token-based authentication (where applicable).

4.5.3 Authorisation and Access Control

The IAM solution will define and enforce access policies and permission levels.

- Role-Based Access Control (RBAC) and/or Attribute-Based Access Control
- Least privilege access principles
- Access policy enforcement
- Segregation of Duties

4.5.4 Integration with Organisational Systems

The IAM system will integrate with existing enterprise systems and applications.

- Enterprise applications (Legacy Claims, Guidewire, Active Directory, SAP, MS Azure)
- Cloud services (AWS, MS Azure and other cloud services)
- Databases (Informix, SQL)
- Network systems

- Directory Services (Active Directory, LDAP, or Cloud Directory Services)

4.5.5 Identity Governance and Administration

The implementation will include processes for managing and reviewing access rights.

- Access request workflows
- Approval processes
- Periodic access reviews
- Role management

4.5.6 Monitoring, Logging, and Auditing

The IAM system will provide tracking and monitoring of access activities.

- Logging user login and access events
- Security monitoring
- Audit reporting for compliance
- Incident investigation support

4.5.7 Security and Compliance Requirements

The IAM implementation will support organisational security policies and regulatory requirements.

- Compliance with data protection and security standards
- Enforcement of password and access policies
- Risk management and security controls

4.6. NON-FUNCTIONAL REQUIREMENTS

4.6.1. Infrastructure and Hosting Requirements

- 4.6.1.1 The solution shall be delivered as a Software as a Service (SaaS) offering. The SaaS solution shall be cloud-agnostic and designed to support migration between cloud providers. The architecture should minimise dependence on proprietary cloud-provider services and leverage industry-standard technologies, open standards, containerization, and Infrastructure as Code to facilitate portability and interoperability.

4.6.2. Reliability and Availability

4.6.2.1 The solution must ensure 24/7 availability for all users with a target uptime of 99.0%.

4.6.2.2. Given the potential consequences of downtime on RAF's business operations, it is crucial that the solution guarantees continuous access to information and essential functionalities.

4.6.2.3 Any planned downtime must be communicated in advance, in line with RAF's change management policies and procedures, with reasonable and agreed-upon notice.

4.6.3. Backup and Recovery

4.6.3.1 The solution should be designed with built-in redundancy and automatic failover capabilities. This enhancement will enhance reliability and facilitate seamless transitions during failures, minimising service interruptions.

4.6.3.2 Bidders must have clear and detailed disaster recovery plans that outline step-by-step procedures for restoring services and data in the event of an outage, ensuring that all team members are prepared to act swiftly when disruptions occur.

4.6.3.3 The solution must align with specific recovery objectives. The Recovery Time Objective (RTO) should not exceed 4 hours, allowing the business to resume operations promptly. Additionally, the Recovery Point Objective (RPO) must not exceed 8 hours, minimise potential data loss and maintain business continuity.

4.6.4. Data Protection & Security, and Privacy.

4.6.4.1 The solution must comply with data protection regulations, such as POPIA or equivalent (e.g. GDPR), to ensure claimant privacy and adhere to legal and ethical standards.

4.6.4.2 Given the sensitivity of the information processed and stored, the solution must implement integrity controls to safeguard data accuracy, reliability, completeness, and correctness from unintentional or unauthorised alterations. Integrity protection must extend to processes involving data creation, addition, modification, and deletion.

4.6.4.3 Access control must adhere to the principle of least privilege, enabling granular role-based access control. All users must be centrally authenticated via Single Sign-On (SSO), while administrators and privileged accounts

should have an additional layer of authentication through Multi-Factor Authentication (MFA) and/or context-aware access controls. Furthermore, the solution should enforce "segregation of duties" for sensitive or critical processes.

- 4.6.4.4 Essential security measures must include user authentication and role-based access controls. The solution should support advanced authentication mechanisms, including MFA and SSO, to safeguard data from unauthorised access, breaches, and cyber threats.
- 4.6.4.5 Session management controls must be embedded in all system components to protect against session hijacking and replay attacks. Secure authentication and accountability controls must also be enforced to ensure non-repudiation of critical system processes and activities.
- 4.6.4.6 The solution must enforce data protection controls, such as encryption for sensitive data (including financial and personally identifiable information), both at rest and in transit. Additionally, database components should support granular field/column obfuscation and tokenisation to protect against insider threats and limit unnecessary access to sensitive data.
- 4.6.4.7 Controls for validating inputs and outputs should ensure acceptable and expected input values (range checks, valid characters, and mandatory fields). This includes implementing plausibility checks and reconciliation controls for output values, while avoiding the disclosure of sensitive information in error and exception reports.
- 4.6.4.8 All system interfaces and integration points, such as those with end users, RAF third parties, and integrated systems, must follow secure design and development principles. The architecture must segregate major system components (e.g., Front-end, Application, Integration, and Data layers) to further enhance security.
- 4.6.4.9 The solution must provide real-time protection of sensitive datasets and databases against unauthorised data manipulation and definition queries.
- 4.6.4.10 The solution should use secure management channels by default, and no clear-text protocols should be permitted for management or administrative tasks.
- 4.6.4.11 The system should facilitate seamless reviews of access rights and authorisations granted to users and services.
- 4.6.4.12 The proposed solution should integrate with existing Data Security Platforms to enhance overall data security strategies.

4.6.5. Compliance

- 4.6.5.1 The solution must comply with all relevant legal and regulatory requirements for sensitive systems, including the Protection of Personal Information Act (POPIA) and the General Data Protection Regulation (GDPR). This is essential to safeguard privacy, secure data, and maintain trust while protecting individual rights.
- 4.6.5.2 Furthermore, the solution must adhere to the RAF's Privacy by Design Guidelines, emphasising proactive measures within the development process to ensure robust data privacy and protection.

4.6.6. Scalability and Performance

- 4.6.6.1 The solution's architecture must be scalable to effectively manage future growth in data storage and user demand.
- 4.6.6.2 The solution must be capable of handling large data volumes and supporting concurrent users without experiencing significant performance degradation.
- 4.6.6.3 Real-time data access is crucial, necessitating effective data retrieval and processing capabilities.
- 4.6.6.4 Finally, the solution's long-term sustainability hinges on its ability to seamlessly adapt to increasing data and user volumes.

4.6.7. Extensibility, Integration, and Interoperability

- 4.6.7.1 The solution design must comprehensively address both functional and non-functional requirements, ensuring a robust and well-rounded approach from the outset.
- 4.6.7.2 The solution must support open interoperability standards in order to facilitate seamless data sharing with other systems
- 4.6.7.3 The solution must be designed with extensibility in mind, allowing for easy integration with RAF's internal systems and external platforms as needed.
- 4.6.7.4 Integration capabilities must be adaptable to RAF's evolving needs, incorporating options for customisation and extensibility when necessary.

4.6.8. User Roles and Permissions

- 4.6.8.1 The solution must support granular access control, such as ABAC and RBAC, for human and non-human user access.

- 4.6.8.2 The solution must enforce the principle of least privilege by ensuring that all users, systems, and service accounts are granted only the minimum level of access required to perform their authorised functions.

4.6.9. Usability and User Experience

- 4.6.9.1 The solution must prioritise usability and enhance user experience, ensuring that all users, regardless of their technical expertise, can navigate the system with ease.
- 4.6.9.2 An intuitive and user-friendly interface is essential. It should include logical workflows and clear labelling to facilitate straightforward operation and reduce the learning curve for new users.
- 4.6.9.3 Easy navigation and efficient information retrieval must be integral components of the solution, enabling users to quickly find the information they need.
- 4.6.9.4 Comprehensive documentation and training materials must be provided to support effective user adoption and utilisation of the system, ensuring that users have the resources they need for successful interaction with the solution.
- 4.6.9.5 The solution must ensure accessibility across various devices, including smartphones, tablets, laptops, and desktops, to provide a seamless user experience. It should be compatible with commonly used web browsers, including Microsoft Edge, Google Chrome, Mozilla Firefox, and Safari, further enhancing accessibility.

4.6.10. Solution Audit Logging and Security Requirements

- 4.6.10.1 Maintain secure log files that record all system activities.
- 4.6.10.2 Ensure sensitive information in logs is not stored in clear text and restrict access to authorised personnel only.
- 4.6.10.3 Implement an auditing module to track captures, updates, deletions (CUD), and configuration changes.
- 4.6.10.4 Logs must record user identity, affected system components, timestamps, and details of changes made.
- 4.6.10.5 Maintain comprehensive audit trails to document all user actions and data modifications.
- 4.6.10.6 Use audit trails to detect unauthorised activities and support regulatory and policy compliance.

4.6.10.7 Enable the forwarding of security logs and events to an external SIEM system for monitoring and analysis.

4.6.10.8 Protect log files from tampering, unauthorised modification, deletion, or erasure to ensure data integrity.

4.7. HISTORICAL DATA MIGRATION

4.7.1 The successful bidder shall Plan and execute the migration of historical data from legacy systems, including data assessment, cleansing, transformation, validation, extraction, loading, and testing.

4.7.2 Ensure data accuracy, integrity, and security throughout the migration process, with post-migration verification to confirm successful data transfer.

4.8. PHASED APPROACH PROJECT MANAGEMENT

The bidder, in collaboration with RAF, must establish a project team to ensure the successful delivery of the project throughout its lifecycle. The following elements are essential for effective project execution:

1. Project Governance Structure
2. Stakeholder Engagement Plan
3. Resource Allocation
4. Relevant Project Management Methodology
5. Risk and Issue Management
6. Phased Approach

A comprehensive timeline with key milestones is crucial for the project's success. To achieve these goals, the following deliverables are expected during the project execution and implementation phases:

1. Detailed Project Timeline outlining all phases, tasks, and deadlines.
2. Regular Progress Reports and updates to track progress and address any challenges.
3. Stakeholder Sign-off to formalise approvals at each critical milestone to ensure alignment.
4. Go-Live Plan of a comprehensive strategy for the successful launch.
5. Post-Go-Live Support Plan - Clear framework for ongoing support and troubleshooting after launch.

4.9 TRAINING AND KNOWLEDGE TRANSFER

The successful bidder will be responsible for the following:

- 4.9.1 The bidder must cater for formal training for ten (10) RAF ICT Security personnel. This training must also include OEM-accredited certification (including certification exams). Training and certification must cover the proposed solution set. This excludes the training already included in the subscription. It also excludes knowledge transfer.
- 4.9.2 In addition to delivering training, the bidder must also prepare and provide thorough training documentation and manuals. These resources will serve as a reference for the team after go-live, ensuring ongoing support and continued learning.
- 4.9.3 The bidder must cater for knowledge transfer during and after the implementation.

4.10 DOCUMENTATION

- 4.10.1 All technical documentation must be included within the defined scope of the project. The following elements are essential for comprehensive coverage:

- Documentation should encompass all architecture design documents, ensuring a holistic understanding of the system.
- Detailed training resources should be included to facilitate user understanding and engagement.
- Comprehensive user manuals must be provided to guide end-users effectively in utilising the developed systems.

4.11 FIVE (5) YEARS MAINTENANCE & SUPPORT OVERVIEW

- 4.11.1 User support services must be available during RAF's office hours, which are from 7:45 AM to 16:00 PM, Monday through Friday. The bidder shall offer after-hours support on weekends, public holidays, and weekday hours outside the standard window.
- 4.11.2 The bidder will be expected to manage the service according to the predefined RAF Service Level Agreement (SLA) and Outcomes-based Service Performance Framework (OSPF) terms.

Priority	Status	Definition	RAF Response Targets	RAF Resolution	Service Level Targets(SLT)
Severity 1	Critical	The non-availability of a critical system to all users for which an alternative solution or workaround is not immediately available.	15 Minutes	1 hour	95% within SLT

		- The entire application system is down. - Loss of critical application function - The entire RAF or site is down Complete system outage.			
Severity 2	High	This means severe performance degradation or impaired functionality of a critical function. Intermittent problems that have a high business impact A critical business process has stopped, which could lead to a serious business impact. Significant performance degradation or impaired functionality.	30 Minutes	2 hours	95% within SLT
Severity 3	Medium	A non-critical function is unavailable, unusable, or difficult to use, which has some operational impact but no immediate impact on service delivery. An alternate bypass is available. System errors that hinder business processes or IT services, but workaround measures are in place to ensure business continuity. Non-critical issues with operational impact; workaround available.	45 minutes	6 hours	95% within SLT
Severity 4	Low	The non-critical function is unavailable, usable, or challenging, with some operational impact but no immediate impact on service delivery. An alternate bypass is available. Minor issues affecting a few users; workaround available.	60 Minutes	10 to 16 hours	95% within SLT

4.11.3 The bidder shall offer an ITSM system with capability to log calls to track service performance and reporting.

4.11.4 A dedicated support team with expertise in the solution should be established to manage support and maintenance tasks. This team must ensure prompt response and resolution of all post-implementation support queries.

4.11.5 A dedicated IAM Engineer and Service Delivery Manager should be assigned to the post-implementation professional services, such as new RAF requirements and service delivery meetings.

4.11.6 The system should be monitored and maintained proactively, with regular and continuous reviews for optimisation.

4.11.7 Maintenance activities should include performance tuning to enhance system performance.

4.11.8 The continued security of the solution deployments must be ensured through adherence to defined minimum-security baselines and industry-recommended best practices.

4.11.9 Identified security vulnerabilities should be promptly remediated through system configuration hardening and the installation of necessary security and system patches/updates.

4.12 DELIVERABLES AND TIMELINES

The following provides a high-level summary of the expected deliverables.

Project Milestone	Deliverables
Provision of Subscription	The system will be expected to manage subscriptions for 3500 current RAF employees and consider a year-on-year increase in hiring.
Implementation of the new solution.	- Deployed and functional Identity and access management solution that is fully configured and tailored to the RAF's specific needs and ready for use. - Project Charter defining the project's objectives, scope, and high-level requirements. - Project Plan detailing tasks, timelines, resources, and dependencies. - Business Requirements Document with details of business requirements for the new solution. - Gap Analysis Document identifying the differences between the legacy system functionality and business requirements. - Technical Design Document outlining the technical architecture, integrations, and security. - Change Management Plan detailing the strategy for managing user adoption. - Training Plan defining the training approach and materials. - Solution Configuration Workbook documenting the system configuration settings for each module. - Integration Specification detailing the technical specifications for all integrations. - Security Design Document outlining the security measures. - Reporting and Analytics Designs, defining reports and dashboards. - User Roles and Permissions Matrix defining user access levels. - Testing Strategy and Test Cases documenting the testing approach and scenarios. - Test Scripts and Results of the Testing Phases. - User Training Material, including User manuals and guides. - Deployment Plan outlining the steps for going live. - Go-Live Checklist of tasks to be completed before go-live
Hypercare Support (3 months).	- A comprehensive hypercare plan that outlines activities, timelines, resources, escalation procedures, and communication strategies to ensure a smooth transition post go-live. - A stable and reliable identity and access management solution post Go-live, with minimal critical errors, performance issues, and no

	disruptions to business operations. • Identify, diagnose, and resolve any issues that arise in the production environment following Go-live, facilitating rapid response to user concerns. • Monitor the system closely and gather user feedback to detect and prevent potential issues before they escalate, ensuring consistent performance. • Provide ongoing support and training to users, ensuring they are comfortable and proficient with the new solution. Update training materials if gaps in user understanding are identified. • Facilitate knowledge transfer from the implementation team to the ongoing support team, ensuring a seamless transition of responsibilities. • Performance Monitoring and Optimisation: Continuously monitor system performance in a real-world environment and make necessary adjustments to optimise key performance indicators such as response times, transaction volumes, and resource utilisation. • Prepare regular status reports summarising hypercare team activities, including the number of issues reported, resolved, outstanding issues, and system performance metrics. • Maintain comprehensive issue logs that track all reported problems, including descriptions, priorities, assigned team members, resolution steps, and current statuses. • Conduct root cause analysis for significant issues, documenting the origins of the problem and the steps taken to prevent recurrence. • Create knowledge base articles and FAQs on common issues and their solutions to help users self-serve and reduce the support burden. • Prepare handover documentation for the ongoing support team, including system configurations, support procedures, and key contact information. • Generate detailed reports on key system performance indicators to assess and optimise the solution's effectiveness. • Summarise the hypercare period in a comprehensive exit report, detailing key metrics, lessons learned, and recommendations for future implementations.
Maintenance and Support	• Support Model: A clearly defined support model to address any issues or questions that arise after going live. • System Reliability: The system should operate reliably, with minimal disruptions and acceptable performance levels. • Seamless Handover Process: The handover process should be seamless, ensuring the ongoing support team is fully equipped to handle day-to-day operations and maintenance. • Post-Implementation Feedback: The post-implementation phase should include mechanisms for gathering user feedback, identifying areas for improvement, and implementing enhancements. • Documentation of Lessons Learned: Lessons learned, best practices, and system knowledge must be documented and accessible to the support team.

	• Ownership of the System: The RAF takes full ownership of the system, with the internal support team capable of managing it effectively. • System Administration Guide: A comprehensive System Administration Guide detailing user management, system monitoring, and troubleshooting tasks. • Support Procedures: Established procedures for handling support requests, including escalation paths, service level agreements (SLAs), and communication protocols. • Knowledge Base: A Knowledge Base of frequently asked questions (FAQs), known issues, and solutions should be readily accessible to both users and the support team. • Training Materials: Finalised versions of user training materials that incorporate updates and feedback from the hypercare phase. • Technical documentation reflecting any changes made during hypercare. • Documentation of integrations with other systems updated during hypercare. • Updated security documentation reflecting any changes. • Reporting and Analytics Resources: Documentation on how to effectively utilize the system's reporting and analytics capabilities. • Contact Information: Current contact information for the support team and key stakeholders. • Formal Service Level Agreements (SLAs): Clearly defined SLAs that outline the level of support to be provided, including response times and resolution targets. • Support Metrics Reporting: Regular reports on key support metrics, such as the number of support requests, resolution times, and user satisfaction. • Change Management Procedures: Documented procedures for managing system changes and updates. • Recurring Problems Process: A process for identifying, documenting, and resolving recurring issues. • User Enhancement Requests: A streamlined process for users to submit requests for system enhancements or new features. • System Performance Reports: Reports on system performance, capacity planning, and identification of potential issues. • User Feedback Documentation: Documentation of user feedback and the analysis of trends for continuous improvement. • Support Incident Analysis: Documentation of lessons learned from support incidents and system issues to prevent future occurrences.
Compliance and Regulatory Requirements	• The new solution and its related processes consistently adhere to all applicable regulations and internal policies, ensuring compliance at every level. • Data is managed in accordance with regulatory requirements and internal policies, prioritising data quality, security, and privacy. • The RAF is well-prepared for audits concerning the new solution and

	its data, demonstrating a commitment to transparency and accountability. • Detailed logs of system activity are maintained for auditing purposes, supporting robust process oversight and review.
Detailed Project Risk Management Plan	• Proactively identify, assess, and mitigate risks, minimising their potential impact on the system and business operations. • Implement approaches that prevent or quickly resolve issues, thereby reducing downtime and enhancing the user experience. • Maintain an up-to-date, living document that lists all identified risks, including their descriptions, potential impacts, probabilities of occurrence, risk ratings, and assigned owners. • Summarise the results of risk assessments, highlighting top risks and their potential impacts. • Develop and maintain tailored plans for mitigating or responding to each identified risk, specifying actions, responsible parties, and timelines, with regular updates as needed. • Establish specific plans to address risks if they materialise, outlining alternative approaches and resources. • Implement a procedure for regularly tracking identified risks and evaluating the effectiveness of mitigation efforts. • Focus on early identification and resolution of potential problems to enhance system stability. • Minimise disruptions and ensure smooth system operation as a direct result of effective risk management. • Generate reports detailing the status of identified risks, including any newly discovered risks, changes in risk ratings, and the effectiveness of mitigation strategies. • Document the outcomes of regular risk management review meetings, covering discussions on identified risks, mitigation strategies, and updates to the risk management plan. • Capture insights from past risk events and mitigation efforts to inform and improve future risk management activities.

5. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process will 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 the RAF Request for Bid (RFB) document. NB: Non-Compulsory Briefing Session.

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

Phase 3: Technical/ Functional Evaluation Process

Part A: Functionality Evaluation —At this phase, Bidder(s) who met the minimum threshold of **70 points out of 100 points** allocated at Functionality Evaluation (Part A) will be further evaluated in Phase 3, Part B (Solution Demonstration). Bidders who do not achieve a minimum score of **70 out of 100** points will not be eligible to proceed further with the evaluation and will thus be disqualified.

Part B: Solution Demonstration —At this phase, the bidder(s) must provide a detailed proposal of the solution, which will be evaluated, and bidders must score a minimum threshold of **75 points out of 100** points allocated. Bidders must achieve a minimum score of **75 out of 100** points for the demonstration to proceed to the next evaluation stage (Phase 4 Price and Specific Goals). Bidders who do not achieve a minimum score of **75 out of 100** points will not be eligible to proceed further with the evaluation and will be disqualified.

Phase 4: Price and Specific Goals evaluation—At this phase, the bid(s) will be assessed according to the preferential point solution specified in the RFB document.

5.1 MANDATORY REQUIREMENTS (PHASE 2)

All Bidders who do not meet all the mandatory requirements will be disqualified and will not be considered for further evaluation of the functional requirements.

5.1.1	Compliance with the OEM	COMPLY (Y/N)	Please specify the section of the proposal that addresses this requirement.
	The Bidder must be an Original Equipment Manufacturer (OEM) or an accredited reseller, partner,		

	or distributor of the proposed solution(s). Bidders must submit a verifiable and valid documentation (not expired by the bid closing date) in the name of the OEM, which may include a letter, certificate, license, or any other official proof issued by the OEM to confirm their status as an accredited reseller, partner, or distributor authorised to supply and install/ implement the proposed solution(s) in cases where they are not the OEM. If multiple OEM solutions are proposed, bidders must provide the required valid documentation from each relevant OEM. If the OEM is submitting the bid, they must indicate that they are bidding as the OEM. <i>NB: The RAF reserves the right to verify the submitted documentary proof.</i> <i>Important: The successful bidder must ensure their OEM Accreditation/Partnership remains valid throughout the contract with the RAF.</i>		
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5.2. FUNCTIONALITY EVALUATION (PHASE 3 - PART A)

At this phase, bidder(s) who met the minimum threshold of **70 points out of 100 points** allocated to Technical Evaluation (Part A) will be further evaluated in Technical Evaluation (Part B)

5.2.1	BIDDER'S TRACK RECORD IN THE IMPLEMENTATION OF AN IDENTITY AND ACCESS MANAGEMENT SOLUTION								POINTS																											
	Bidders must have implemented an Identity and Access Management solution for at least two (2) clients within the last seven (7) years from the bid closing date. Bidders must provide information as per the table below regarding their clients in instances where they rendered the required services. <table><tr><th>No</th><th>Project Description</th><th>Services rendered</th><th>Contract start date</th><th>Contract End date</th><th>Client Name</th><th>Client Contact Person</th><th>Client Email Address</th><th>Client Telephone number</th></tr><tr><td>1.</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>								No	Project Description	Services rendered	Contract start date	Contract End date	Client Name	Client Contact Person	Client Email Address	Client Telephone number	1.									2.									20
No	Project Description	Services rendered	Contract start date	Contract End date	Client Name	Client Contact Person	Client Email Address	Client Telephone number																												
1.																																				
2.																																				

	3.																	
	4.																	
	5.																	
	NB: The RAF will contact the client/s listed above to authenticate the information.																	
	<table><tr><th colspan="2">Experience: Scoring Matrix</th></tr><tr><th>Number of valid client references</th><th>Score</th></tr><tr><td>Invalid client references OR less than two (2) valid client references provided OR no references provided</td><td>0</td></tr><tr><td>Two (2) valid client references provided.</td><td>10</td></tr><tr><td>More than two (2) valid client references provided.</td><td>20</td></tr></table>										Experience: Scoring Matrix		Number of valid client references	Score	Invalid client references OR less than two (2) valid client references provided OR no references provided	0	Two (2) valid client references provided.	10
Experience: Scoring Matrix																		
Number of valid client references	Score																	
Invalid client references OR less than two (2) valid client references provided OR no references provided	0																	
Two (2) valid client references provided.	10																	
More than two (2) valid client references provided.	20																	
5.2.2	PROJECT APPROACH & SOLUTION IMPLEMENTATION METHODOLOGY																	
	Bidders are required to submit a comprehensive project and implementation plan that outlines the activities/tasks/milestones, and resources necessary to complete the project. This plan should include an implementation methodology, the proposed project governance approach, and the escalation mechanism. The project plan must cover several key components, including: • Business requirements documentation and verification. • Initial configuration and customisation of the solution. • Implementation of the solution features. • Integration with internal & external systems. • Implementation of Reports. • Timelines linked to all activities It is essential that this plan aligns with the proposed solution and meets the requirements outlined in this RFB. NB: Generic implementation plans that do not address the implementation/deployment and integration of the proposed solution in line with the requirements of this RFB document will not be considered for evaluation in this section and will be given a score of zero (0).									10								

Scoring Matrix		
Methodology Approach & Implementation Plan		Score
No project or implementation plan was provided, or the submitted project/implementation plan does not meet all the following requirements: i. An implementation methodology outlining how the bidder will manage the project and ensure project governance. ii. Project implementation plan aligns with the proposed solution and the requirements of this RFB. iii. Includes project activities/tasks/milestones, and linked project resources. iv. Furthermore, the plan outlines tasks and activities that address the following: 1. Business requirements documentation and verification. 2. Initial configuration and customisation of the solution. 3. Implementation of the solution features. 4. Integration with internal & external systems. 5. Implementation of Reports. 6. Timelines linked to all activities.		0
The provided project implementation plan meets the following requirements: I. An implementation methodology outlining how the bidder will manage the project and ensure project governance. II. The submitted project implementation plan aligns with the proposed solution and the requirements of this RFB. III. It includes project activities/tasks/milestones, and linked project resources.		5

	IV. Furthermore, the plan outlines tasks and activities that address the following: 1. Initial configuration and customisation of the solution. 2. Implementation of the solution features. 3. Integration with internal & external systems. AND meets at least 1 of the following requirements: 4. Implementation of Reports. 5. Timelines linked to all activities. 6. Business requirements documentation and verification.		
	The provided project implementation plan fulfils all the following requirements: I. An implementation methodology outlining how the bidder will manage the project and ensure project governance. II. The submitted project implementation plan aligns with the proposed solution and the requirements of this RFB. III. It includes project activities/tasks/milestones, and linked project resources. IV. Furthermore, the plan outlines tasks and activities that address the following: 1. Business requirements documentation and verification. 2. Initial configuration and customisation of the solution. 3. Implementation of the solution features. 4. Integration with internal & external systems. 5. Implementation of Reports. 6. Timelines linked to all activities.	10	

5.2.3	EXPERIENCE OF THE PROJECT TEAM ON IDENTITY AND ACCESS MANAGEMENT IMPLEMENTATION	30						
	Bidders are required to submit their CVs using the attached CV template, which details the personal information, qualifications, and work experience of the proposed project team members. For evaluation purposes, only experience clearly defined in the CV as related to the implementation of the Identity and access management solutions will be considered. Key personnel on the proposed team should possess the necessary skills and experience to implement the solution. NB: All CVs must be submitted using the Annexure A CV template. CVs submitted in a different template will not be considered. Proposed project team members must have a minimum of five (5) years of work experience in <u>implementing an identity and access management solution</u> (general/unspecified as related experience will not be considered) as of the bid closing date. Failure to submit a detailed CV of the proposed resources will result in a score of zero (0). Important: To facilitate accurate calculation, years of experience must be provided in the format date/month/year for both the start and end periods. Please note: If the bidder is unable to assign the resources detailed in the submitted CVs for this bid, they must substitute these resources with equally qualified or more experienced individuals. Such replacements must be approved by the RAF and cannot exceed 50% of the original project team evaluated in this bid. 1. Project Manager’s Experience The nominated project manager must meet the following minimum requirements: At least five (5) years’ ICT Project Management experience, AND Recognised Project Management Certification (e.g. PMBOK, Agile PM, PRINCE 2 or PMP). OR Equivalent project management qualification at Diploma level or higher. Copies of Project Management Certification/qualification(s) must be provided. <table><tr><th colspan="2">Experience: Scoring Matrix</th></tr><tr><th>Years of relevant experience and certification/qualification</th><th>Score</th></tr><tr><td>Resource, experience, and certificate(s)/qualifications not provided/ Resource, experience and certificate(s)/qualifications</td><td>0</td></tr></table>	Experience: Scoring Matrix		Years of relevant experience and certification/qualification	Score	Resource, experience, and certificate(s)/qualifications not provided/ Resource, experience and certificate(s)/qualifications	0	
Experience: Scoring Matrix								
Years of relevant experience and certification/qualification	Score							
Resource, experience, and certificate(s)/qualifications not provided/ Resource, experience and certificate(s)/qualifications	0							

provided do not meet the minimum requirements	
Resource, experience, and certificate(s)/qualifications provided and meets the minimum requirements.	3
Resource, experience, and certificate(s)/qualifications provided and exceeds the minimum requirements (e.g. > 5 years + advanced certification)	5

2. IAM Engineer Experience

The nominated IAM Engineer must meet the following minimum requirements:

At least five (5) years' experience configuring and implementing cloud-based Identity and access management systems,

AND

Proposed solution certification

Copies of the certification (s) or qualification(s) must be provided.

Experience: Scoring Matrix	
Years of relevant experience and certification	Score
Resource, experience, and certificate(s)not provided/ Resource, experience and certificate(s)provided do not meet the minimum requirements	0
Resource, experience, and certificate(s)provided and meets the minimum requirements.	5
Resource, experience, and certificate(s)provided and exceeds the minimum requirements (> 5 years/ + advanced certification)	10

3. Business Analyst's Experience

The nominated Business Analyst must meet the following minimum requirements:

At least five (5) years' experience as a business analyst.

Experience: Scoring Matrix	
Years of relevant experience	Score
Resource, and experience not provided/ Resource, and experience provided do not meet the minimum requirements	0
Resource, and experience provided meets the minimum requirements.	3

	Resource, and experience provided and exceeds the minimum requirements (> 5 years)	5																	
4. IAM Administrator’s Experience																			
The nominated IAM Administrator must meet the following minimum requirements:																			
At least three (3) years’ experience configuring and implementing cloud-based Identity and access management systems,																			
AND																			
Proposed solution certification																			
<table><tr><th colspan="3">Experience: Scoring Matrix</th></tr><tr><th>Years of relevant experience and certification</th><th colspan="2">Score</th></tr><tr><td>Resource, certification, and experience not provided/ Resource, certification and experience provided do not meet the minimum requirements</td><td colspan="2">0</td></tr><tr><td>Resource, certification and experience provided meets the minimum requirements.</td><td colspan="2">5</td></tr><tr><td>Resource, certification and experience provided and meets the minimum requirements (more than 3 years’ experience).</td><td colspan="2">10</td></tr></table>				Experience: Scoring Matrix			Years of relevant experience and certification	Score		Resource, certification, and experience not provided/ Resource, certification and experience provided do not meet the minimum requirements	0		Resource, certification and experience provided meets the minimum requirements.	5		Resource, certification and experience provided and meets the minimum requirements (more than 3 years’ experience).	10		
Experience: Scoring Matrix																			
Years of relevant experience and certification	Score																		
Resource, certification, and experience not provided/ Resource, certification and experience provided do not meet the minimum requirements	0																		
Resource, certification and experience provided meets the minimum requirements.	5																		
Resource, certification and experience provided and meets the minimum requirements (more than 3 years’ experience).	10																		
NB: RAF reserves the right to verify submitted qualifications and certification																			
5.2.4	CORE COMPONENTS/FUNCTIONALITY OF THE PROPOSED SOLUTION.		40																
Bidders must specify whether their proposed solution has the following key components and indicates the section of the proposal that addresses each requirement.																			
<table><tr><th>Scoring Matrix</th><th colspan="2">Points</th><th>Please specify the section of the proposal that addresses this requirement.</th></tr><tr><th>Solution’s key Components</th><th>No</th><th>Yes</th><th></th></tr><tr><td>The proposed solution can be deployed in the cloud or is based on cloud technology.</td><td>0</td><td>8</td><td></td></tr><tr><td>The proposed solution can be tailored/customised to suit the specific business needs of the RAF.</td><td>0</td><td>2</td><td></td></tr></table>				Scoring Matrix	Points		Please specify the section of the proposal that addresses this requirement.	Solution’s key Components	No	Yes		The proposed solution can be deployed in the cloud or is based on cloud technology.	0	8		The proposed solution can be tailored/customised to suit the specific business needs of the RAF.	0	2	
Scoring Matrix	Points		Please specify the section of the proposal that addresses this requirement.																
Solution’s key Components	No	Yes																	
The proposed solution can be deployed in the cloud or is based on cloud technology.	0	8																	
The proposed solution can be tailored/customised to suit the specific business needs of the RAF.	0	2																	

	The proposed solution includes a system access review capability	0	2		
	The proposed solution manages the user access lifecycle	0	5		
	The proposed solution includes a feature for access requests and approvals	0	2		
	The proposed solution includes audit logging and monitoring	0	2		
	The proposed solution includes Single-Sign-On capability through AD or Cloud Directory	0	4		
	The proposed solution must enforce segregation of duties across systems and within a system.	0	2		
	The proposed solution includes functionality for managing task workflows and communication.	0	2		
	The proposed solution includes a capability to manage technical identities.	0	2		
	The proposed solution includes the capability to integrate with external third-party systems	0	2		
	The proposed solution includes the capability to integrate with the latest SAP HC tools.	0	3		
	The proposed solution includes a Reporting and Analytics module.	0	2		
	The proposed solution should include the capability to reassign tasks as well as delegation of access	0	2		
	Total		40		
Total					100

Bidders who score a minimum threshold of **70 out of 100 points** on Phase 3 - Part A – Functional evaluation will be considered for further evaluation in Phase 3- Part B (Solution Demonstration).

5.3. PART B: SOLUTION DEMONSTRATION AND EVALUATION - PHASE 3

At this phase, the bidder(s) will be required to provide a detailed proposal of the solution that will be evaluated. Bidders must score at least **75 points** out of the **100 points** allocated. The proposal submitted will be disqualified if it does not meet the minimum threshold. Bidders who meet the minimum threshold will be invited to a demonstration of the solution to confirm the points received.

After the demonstration in this stage, bidders must achieve a minimum score of **75 out of 100** points to proceed to the next evaluation stage (Phase 4 Price and Preference Points). Bidders who do not achieve a minimum score of **75 out of 100 points** will not be eligible to proceed further with the evaluation and will be disqualified.

5.3.1 CLOUD-BASED IDENTITY AND ACCESS MANAGEMENT SOLUTION DEMO

Technical/ Functional Criteria	Feature to be demonstrated	Max Score	Comments
Core functions			
User lifecycle management	Illustrate how the system manages the Joiners, Movers, and Leavers action, including birthright role assignment and Role-Based Access Control (RBAC) and Attribute-Based Access Control.	15	
Internal Integration	Integration with other RAF internal systems, such as Active Directory (AD) for Single Sign On (SSO), SIEM and others.	10	
Access Requests and Approvals	Demonstrate how the solution captures and manages access requests, approval workflow (all lines of approval), and access provisioning (timelines),	15	
Enforce Segregation of Duties	Demonstrate how the system will handle SODs and eliminate toxic combinations.	10	
Role-Based Access Control (RBAC)	Demonstrate how Role-Based Access Control (RBAC) and the principle of least privilege are implemented in the system, ensuring that users have access only to the minimum data required to process records based on their roles.	4	
Attribute-Based Access Control (ABAC).	Demonstrate how Attribute-Based Access Control (ABAC) and the principle of least privilege are implemented in the system, ensuring that users have access only to the minimum data required to process records based on their roles.	6	

System Access Review	Demonstrate how the systems manage access reviews, risk-based access reviews, and privileged access reviews	12	
Reporting, and Analytics			
Reports	Showcase the various default system reports, including the following: - Orphaned accounts - User access reviews - Compliance and audit reports - Systems statistics	5	
	Demonstrate how users can configure/reconfigure their own reports depending on changing business requirements without the need for lengthy redevelopment.	2	
Audit Trail: Accountability and Transparency			
Audit Trail	Show how the solution tracks and logs all user actions, including data access, modifications, and deletions. Demonstrate how the audit trail can generate reports. And outline the security measures in place for those reports according to the specifications.	3	
	Infrastructure and Hosting Requirements- Reliability and Scalability:		
Hosting	Showcase the available hosting options, including cloud-based and multi-cloud solutions where applicable.	3	
Scalability	Showcase how the solution can scale to accommodate increasing data volumes and user loads. Demonstrate how the system can adjust its capacity during times of peak or low usage.	3	
Interoperability and Extensibility - Seamless Integration			
Interoperability with Other Systems	Demonstrate how the solution can be integrated with various third-party systems.	2	
Extensibility and API Capabilities	Showcase the API capabilities and explain how the system can be customised and extended to meet specific requirements	10	
Total		100	

6. PRICE AND SPECIFIC GOALS

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

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

7. PRICING SCHEDULE

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

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

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

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

FIXED PRICING

Deliverables	Price Year 1 (Vat. Included)	Price Year 2 (Vat. Included)	Price Year 3 (Vat. Included)	Price Year 4 (Vat. Included)	Price Year 5 (Vat. Included)
Licenses/Subscription	R	R	R	R	R
Project Management	R				
Business Requirements documentation / Needs Analysis	R				
Planning and Solution Design	R				
Configure, Build, Test and Deploy	R				
Customisation & Integration	R				
Training and Knowledge Transfer for 10 employees	R				

Change Management	R				
Hypercare & Initial Support	R				
Post implementation professional services for 5 years	R	R	R	R	R
1.IAM Engineer = 70 hours per month, and 2. Service Delivery Manager = 10 hours per month	R	R	R	R	R
Total inclusive of VAT	R	R	R	R	R
GRAND TOTAL FOR PERIOD OF 5 YEARS					

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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2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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17. Prices
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20. Subcontracts
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27. Settlement of disputes
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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