INVITATION TO BID

BID NO:

RAF/2026/00054

BID DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A THIRD-PARTY RISK MANAGEMENT SOLUTION INCLUDING SUPPORT AND MAINTENANCE FOR THE PERIOD OF THREE (3) YEARS.

PUBLICATION DATE: 27 AUGUST 2026

NON-COMPULSORY BRIEFING SESSION DATE AND TIME: 04 SEPTEMBER 2026 @ 11:00 AM

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

https://teams.microsoft.com/meet/393631099183776?p=IzrDsZnKpQTPEj1kyA

CLOSING DATE: 02 OCTOBER 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.

TABLE OF CONTENTS FOR BID RAF/2026/00054

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 Soft Copy (To be enclosed in the envelope which contains the Original Bid Document/Proposal.
   - The proposal must be deposited in the tender box situated at the reception of RAF at the below address:

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

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

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

   Bid Enquiries: Ntanganedzeni Mutheiwana

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

   Note: No telephonic enquiries will be entertained.

   Closing date and time for Bid questions and enquiries: **11 September 2026**

   Publication date for Questions & Answers: **17 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/2026/00054**	CLOSING DATE:	**02 OCTOBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF A THIRD-PARTY RISK MANAGEMENT SOLUTION INCLUDING SUPPORT AND MAINTENANCE FOR THE PERIOD OF THREE (3) YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
ROAD ACCIDENT FUND (RAF) **ECO GLADES 2 OFFICE PARK**
420 WITCH-HAZEL AVENUE
CENTURION
0046

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Ntanganedzeni Mutheiwana**	CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	ntanganedzeni@raf.co.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐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)

- 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

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

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

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 Nationak 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 Partificipation 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 exceding 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 excercised, 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 a contract that is in Excess of R10 million, submit details of such a contract to the dti for reporting purposes.

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

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF THE BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the dti in determining the NIP obligation , successful bidders (contractors) are required, immediately after being officially notiied 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 withion five (5) working days after the award of the contract. Mr Malapane may be contacted on the telephone number (012) 394 1401, facsmile (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

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1. GENERAL CONDITIONS

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

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (minimum 51% ownership or more)				
Women (minimum 51% ownership or more)	**8**	**4**		
Persons with disabilities (minimum 51% ownership or more)	**2**	**1**		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

…………………………………………
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………
DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………
………………………………………………………

BID SPECIFICATION – PROCUREMENT OF A THIRD-PARTY RISK MANAGEMENT SOLUTION INCLUDING SUPPORT AND MAINTENANCE FOR THE PERIOD OF THREE (3) 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 within the borders of the country. The RAF head office is in Centurion, and the RAF has a national footprint. There will however be Customer Experience Centres in each Province in the country, in the near future.

2. SPECIAL INSTRUCTION TO BIDDERS

2.1 The bidder must be an eligible, registered service provider in terms of the applicable laws of the country.

2.2 The bidder must have a business continuity management plan, which must be available for inspection by the RAF during the subsistence of rendering services to the RAF.

2.3 The Evaluation Criteria that were published with a Request for Proposal/ Bids will be used to assess bidders' responses and no amendment are allowed after the closing of a bid. Bid Proposals must be clearly indexed and cross referenced to a Table of Contents.

2.4 Companies or Directors included on the National Treasury register of Restricted Suppliers and/ or Tender Defaulters will be automatically disqualified from the bidding process.

2.5 As prescribed all Standard Bidding Documents (SBD Forms – Returnable Documents) must be fully completed and duly signed. All Returnable Documents must be submitted with the proposal at the closing of a bid.

2.6 The RAF will confirm the following prior to any award being made:

- That the bidder is registered on the National Treasury Central Supplier Database (CSD)
- The bidders' tax status is compliant with the South African Revenue Service (SARS), in cases where the recommended bidder is non-compliant with SARS, the bidder will be allowed (seven) 07 working days to rectify their tax matters, if the bidder fails to rectify their tax matters, they will then be disqualified once the 7th working day period lapses.

3. BACKGROUND OF THE BID

3.1. The Road Accident Fund (RAF) seeks to enhance and standardise its approach to third-party risk management through the implementation of an integrated Third-Party Risk Management (TPRM) process and supporting technology platform.

3.2. RAF requires a solution that enables the effective management of third-party onboarding, due diligence, risk assessment, monitoring, remediation, reporting and offboarding across the full third-party lifecycle.

3.3. The appointed service provider will be required to deliver both:

- A fit-for-purpose TPRM framework and supporting governance artefacts; and
- A technology-enabled solution that supports automation, integration, scalability and reporting.

3.4. This initiative is intended to improve consistency, visibility, accountability and oversight of third-party risks across the organisation.

4. OBJECTIVE

The objective of this procurement is to appoint a suitably qualified and experienced service provider to design, implement and operationalise a comprehensive Third-Party Risk Management (TPRM) capability within RAF.

The services being sought must enable RAF to:

4.1. Establish a standardised and risk-based approach to third-party management across the full lifecycle, including onboarding, due diligence, assessment, monitoring, remediation and offboarding.

4.2. Implement a centralised TPRM solution that supports automation, workflow management, integration with existing RAF systems, and real-time visibility of third-party risks.

4.3. Improve governance, accountability and ownership of third-party risks across business units and assurance functions.

4.4. Prevent negligent third-party security breaches by ensuring strong controls to avoid data leaks, ransomware, and supply chain attacks.

4.5. Strengthen compliance with applicable regulatory, privacy and information security requirements, including the Protection of Personal Information Act (POPIA) by managing third-party risks related to personal, financial, and health data.

4.6. Support business continuity and operational resilience by verifying that critical suppliers can recover from disruptions and deliver consistently, including ensuring that critical third parties are appropriately assessed and monitored.

4.7. Protect sensitive information by limiting data sharing, enforcing security controls, and defining privacy obligations contractually.

4.8. Maintain stakeholder trust by preventing third-party breaches that could damage RAF's reputation and credibility.

4.9. Provide management, EXCO and Board-level reporting through dashboards, analytics and structured reporting outputs.

4.10. Facilitate knowledge transfer, skills development and sustainable capability within RAF to manage third-party risks independently post-implementation.

5. SCOPE OF REQUIREMENTS:

5.1. Business Requirements

5.1.1. RAF is seeking proposals from qualified and experienced service providers to assist in the development and implementation of a comprehensive Third-Party Risk Management (TPRM) capability. This initiative is part of the broader commitment to strengthening governance, risk, and compliance posture in alignment with regulatory expectations and industry best practices.

5.1.2. The appointed service provider must provide both professional services and a fit-for-purpose TPRM technology platform to support the full third-party lifecycle, including:

a) Third-party onboarding;

b) Risk classification and tiering;

c) Due diligence and assessment;

d) Ongoing monitoring;

e) Issue, exception and remediation management;

f) Reporting and analytics;

g) Contract and document linkage; and

h) Third-party offboarding.

5.1.3. The TPRM capability must support the design, documentation and operationalising the process that enable effective identification, assessment, monitoring and mitigation of third-party risks, including but not limited to:

a) Cybersecurity risk;

b) Privacy and data protection risk;

c) Operational resilience and business continuity risk;

d) Financial sustainability risk;

e) Legal and regulatory compliance risk;

f) Reputational risk; and

g) Performance and service delivery risk.

5.1.4. The service provider must assist RAF to develop, document and implement standardised TPRM governance artefacts, processes, workflows and reporting mechanisms.

5.1.5. In addition to process development, the successful service provider must provide and implement a fit-for-purpose Third-Party Risk Management solution. The service provider must provide implementation of a fit-for-purpose Third-Party Risk Management solution, configuration, training, change management, knowledge transfer and post-implementation support.

5.1.6. The solution must support automation, configurability, scalability, and integration with existing systems, auditability and role-based reporting; and enable ongoing monitoring, reporting, and analytics to support informed decision-making and risk oversight.

5.1.7. Through this RFB, RAF aims to engage a strategic partner with deep subject matter expertise, proven methodologies, and a track record of delivering robust TPRM solutions

5.2. Required TPRM Governance Deliverables

The service provider must develop and submit, at a minimum, the following TPRM governance deliverables:

No.	Deliverable	Minimum Requirement
1	TPRM Policy	Purpose, scope, principles, governance roles, lifecycle requirements, risk appetite alignment, escalation and reporting requirements.
2	TPRM Framework	TPRM lifecycle model, governance model, risk domains, third-party segmentation, assessment approach, monitoring model and

		assurance integration.
3	TPRM Procedure	Step-by-step procedures for onboarding, due diligence, risk assessment, approval, monitoring, remediation, exception handling, renewal and offboarding.
4	Third-Party Risk Tiering Methodology	Methodology for classifying third parties by criticality and risk exposure, including data access, system access, operational dependency, financial exposure and regulatory relevance.
5	Assessment Questionnaires	Configurable due diligence questionnaires covering cybersecurity, privacy, POPIA, BCM, financial, compliance, legal, operational and other relevant risk areas.
6	Workflow and Escalation Matrix	Defined workflow steps, ownership, approvals, escalation triggers, SLA expectations and exception handling.
7	Reporting Templates	Operational, management, EXCO and Board-level reporting templates and dashboards.
8	Training and Knowledge Transfer Material	User guides, administrator guides, training material, quick reference guides and handover packs.
9	Implementation and Handover Report	Final implementation report covering configuration, integrations, testing, training, outstanding issues, risks and recommendations.

5.3. Minimum TPRM Platform Capabilities

The proposed TPRM platform must provide, at a minimum, the following capabilities:

#	TPRM Capability	Description	Requirement
1.	Third Party Risk Assessment	Third-party risk assessment is categorizing and analysing third parties and/or their services and contracts into different tiers of risk. It involves customizable capabilities to support methodologies for the detailed assessment of risks. Through third-party risk assessment, organizations can also assess the impact of third-party risks against compliance obligations.	The solution must support risk-based due diligence, assessment questionnaires, automated scoring, risk tiering, third-party self-assessments and mapping of risks to controls, owners and remediation actions.
2.	Third Party Risk Monitoring	Third-party profile management is importing, organizing and presenting third-party contract, performance and related third-party intelligence from various sources, as well as managing third-party documentation and self-service capabilities that enable the third party to maintain and update information. This includes social, demographic and financial data relating to the third party.	The solution must support ongoing monitoring of third-party risk indicators, including compliance status, contract status, cyber posture, adverse information, performance concerns, remediation progress and emerging risk alerts.
3.	Third Party Profile Management	Third-party profile management is importing, organizing and presenting third-party contract, performance and related third-party intelligence from	The solution must provide a central repository for third-party profiles, contracts, documentation, assessment history, ownership, risk ratings, performance

#	TPRM Capability	Description	Requirement
		various sources, as well as managing third-party documentation and self-service capabilities that enable the third party to maintain and update information. This includes social, demographic and financial data relating to the third party.	information and related intelligence.
4.	Application User Interface and Navigation	Application user interface and navigation is the ease of use of the workflows and screens implying that workflows are somewhat intuitive, do not require an extensive learning curve and are accessible and usable across multiple organizational roles, as well as through third-party self-service. This involves using AI for automated workflows.	The solution must provide an intuitive, user-friendly interface with configurable dashboards, clear navigation, role-based views, searchable menus, drill-down capability and guided workflows for RAF users and approved third-party users.
5.	Third-Party Onboarding and Termination	Third-party onboarding is effectively managing supplier screening and onboarding, as well as assessing new engagements with existing suppliers, which enables informed supplier selections by reviewing whether all regulations and requirements are met. Third-party offboarding is managing third-party offboarding and ensuring checkpoint completion in terms of termination of third-party relationship.	The solution must support end-to-end onboarding, reassessment, renewal and offboarding of third parties. This must include supplier intake, screening, risk tiering, due diligence questionnaires, document collection, approval workflows, contract linkage, assignment of business owner and risk owner, onboarding decision records, periodic reassessment, termination checklists, access removal confirmation, return or deletion of RAF data, closure of open

#	TPRM Capability	Description	Requirement
			remediation actions, final risk review and retention of a complete audit trail.
6.	Workflows and Collaboration	Workflows and collaboration is simply the integration with email and other collaboration tools to allow ease of document sharing and allow multiple people working on a document or record. This enables organizations to easily integrate within workflows with predefined rule engines for automated decision making and escalation.	The solution must support configurable workflows, task allocation, approvals, escalations, notifications, collaboration and role-based responsibilities across relevant RAF functions.
7.	Exception Management and History	Exception management and history is managing third-party risk exceptions through issue and exception logging and for logging risk status and tracking risk status changes.	The solution must support logging, approval, tracking and reporting of exceptions, issues, control gaps and risk acceptances.
8.	Remediation Management	Remediation management is recording action plans to identify control failures and other third-party risk deficiencies and to set mitigation actions to remediate third-party risks.	The solution must support assignment, tracking, escalation and closure of remediation actions, including due dates, responsible owners and evidence upload.
9.	Connectors, Integration and Configurability	Connectors and integration is the ease of access through which organizations can access critical risk data from third parties or other sources of information such as external sources and news feed. This feature allows organizations to receive controlled updates and alert individuals of relevant information concerning	The solution must support secure APIs, connectors, data imports/exports and configurable templates, fields, workflows, dashboards and reports.

#	TPRM Capability	Description	Requirement
		third-party risks. Configurability allows organizations to create customized templates and database creation and management.	
10	Access and User Controls	Access and user controls allow users to get personalized access to third-party risk management applications. Further, organizations can set varying levels of role-based access control (RBAC) depending on user's role and workflows. The solution must allow the use of multifactor authentication.	The solution must support role-based access control, single sign-on, multifactor authentication, privileged administrator control, audit logs and periodic access reviews.
11	Document Management	Document management is a process used to capture, create, track and retain electronically stored documents. It involves real-time editing of documents and creates workflows for content and creation and allows integration with other enterprise systems and data.	The solution must support secure document upload, storage, version control, audit trail, retention, document linkage and document workflow approvals.
12	Search, Analytics and Reporting	Search, analytics and reporting is the ability to search and fitter through existing metadata and create interactive reports with easy-to-use drag-and-drop query builders and calculated fields that can be scheduled in advance or triggered by events. These reports are role-based and prebuilt reports that can be scheduled and automatically distributed and that	The solution must support search, filtering, dashboards, analytics, pre-built reports, custom reports, scheduled reports and role-based reporting.

#	TPRM Capability	Description	Requirement
		summarize overall spending, results, trends, billing quality, savings, compliance with spending guidelines, etc.	
13	Collaboration Portal	Collaboration allows the creation of custom workflows based on rules-based configurations and offers a collaboration portal to handle service requests.	The solution must support secure collaboration with internal users and third parties, including information requests, document exchange, reminders and notifications.
14	AI and Advanced Analytics	AI and advanced analytics involve automating workflows and collecting and examining data from the internet and proprietary databases to identify risk indicators. This involves the use of supervised or unsupervised machine learning techniques for document summarization, document classification and addressing natural language search queries.	Where available, the solution should support AI-enabled analytics, document classification, risk indicator identification, automated summaries and natural language search, subject to RAF governance and approval.
15	Mobility and Browser Accessibility	Mobility refers to the ability of authorised users to access the solution through approved devices, browsers and secure channels, subject to RAF security requirements.	The solution must provide a responsive, user-friendly interface accessible through approved browsers and devices. Mobile or remote access must be subject to RAF security controls, including MFA, RBAC, session controls and audit logging.
16	Integration and Interoperability	Integration refers to the solution's ability to connect securely with RAF systems, identity platforms, collaboration tools, reporting tools and other approved	The solution must support secure integration through APIs, connectors, SSO, data import/export, and approved integration methods with relevant RAF

#	TPRM Capability	Description	Requirement
		data sources.	systems, including Microsoft Entra ID/Active Directory, Microsoft 365, SAP, GRC platforms, document repositories and other approved systems.
17	Security Certification and Compliance Evidence	Security certification refers to independent assurance or attestation over the product, hosting environment, infrastructure security and compliance controls.	The bidder must provide evidence of relevant product, hosting or infrastructure security certifications or attestations, such as ISO 27001, SOC 2, ISO 27017, ISO 27018 or equivalent, where available. The bidder must also disclose the hosting location, data residency arrangements, backup location and disaster recovery arrangements.
18	Continuous Monitoring and Risk Intelligence	Enables RAF to continuously or periodically monitor third parties for changes in risk exposure, including cybersecurity posture, compliance status, adverse information, control weaknesses, unresolved remediation actions, and emerging risk indicators. The capability should provide alerts, notifications and escalation where material changes in risk are detected.	The solution must support continuous or periodic monitoring of third-party cybersecurity posture, compliance status, risk indicators and external risk intelligence, including alerts and escalation of material changes in risk.
19	Workflow Customisation	Enables RAF to configure and automate third-party risk management workflows in line with approved internal processes. This includes due diligence, risk assessment, review, approval, monitoring, remediation, exception handling, renewal and	The solution must support configurable workflows for due diligence, risk assessment, review, approval, monitoring and offboarding processes, including role-based routing, approvals, reminders and escalation.

#	TPRM Capability	Description	Requirement
		offboarding workflows, with role-based routing, reminders, approvals and escalation rules.	
20	Dashboards and Reporting for Governance	Enables RAF to generate operational, management and governance-level reports on third-party risk exposure, onboarding status, assessments, overdue actions, remediation progress, exceptions, compliance status and risk trends. The capability should support configurable dashboards, scheduled reports, ad hoc reporting and audit-ready evidence for management, EXCO, ARC and Board oversight.	The solution must support configurable dashboards and reports to enable operational monitoring, management reporting, audit readiness and Board-level insights, including the ability to generate scheduled and ad hoc reports.

5.4. Deployment, Integration and Automation Requirements

5.4.1. The proposed solution must be deployed as Software as a Service (SaaS) supporting integrations with both the hybrid cloud environment and on Prem services.

5.4.2. The bidder must disclose the proposed hosting location, cloud provider, data residency arrangements, backup location, disaster recovery location and any cross-border transfer of RAF data.

5.4.3. The solution must support secure integration with relevant RAF systems through APIs, connectors, file-based interfaces or other approved integration methods.

5.4.4. Relevant RAF systems may include SAP, Microsoft Entra ID / Active Directory, Microsoft 365, Intune, vulnerability management tools, cloud platforms, document repositories and the RAF GRC platform. Final integration scope will be confirmed during solution design.

5.4.5. The solution must support automation of onboarding, assessment, monitoring, remediation, escalation, reporting and renewal/offboarding workflows.

5.4.6. The solution must support a central repository of third-party information, risk assessments, supporting documentation, remediation actions and reporting outputs.

5.5. Data Migration Requirements

5.5.1. The bidder must provide a data migration approach for the migration of available historical third-party information into the proposed solution.

5.5.2. The migration approach must cover, where available, supplier master data, third-party profiles, contracts, supporting documents, existing assessments, open issues, remediation actions and historical records.

5.5.3. The bidder must identify data quality requirements, data cleansing assumptions, migration responsibilities, migration risks and dependencies.

5.5.4. RAF will provide available source data, subject to internal approvals, data availability and information security requirements.

5.6. Governance, Ownership and Workflow Requirements

5.6.1. The solution must support clear assignment of responsibility and accountability across the third-party lifecycle.

5.6.2. The solution must allow RAF to assign, at a minimum:

a) Third-party owner;

b) Business owner;

c) Contract owner;

d) Risk owner;

e) Control owner;

f) Remediation action owner;

g) Reviewer; and

h) Approver.

5.6.3. The solution must support workflow routing between relevant RAF functions, which may include SCM, ICT, Legal, Compliance, Privacy, Risk Management, Internal Control, business units and other assurance providers.

5.6.4. The solution must support escalation rules for overdue assessments, high-risk third parties, unresolved remediation actions, expired documents, exceptions and critical third-party risks.

5.7. Acceptance Criteria

5.7.1. RAF will only accept deliverables once they have been reviewed and approved by the RAF project governance structure.

5.7.2. Acceptance criteria must include, where applicable:

a) Completion of agreed deliverables;

b) Alignment to approved business and technical requirements;

c) Successful configuration and testing;

d) Successful user acceptance testing;

e) Completion of agreed training;

f) Submission of required documentation.

g) Resolution or agreed treatment of material defects; and

h) Formal sign-off by RAF.

5.7.3. Payment for once-off deliverables may be linked to RAF acceptance and sign-off of those deliverables.

6. ABILITY TO MEET RAF's OBJECTIVES, TIMELINE AND ENVIRONMENT

Prospective service providers are required to demonstrate their ability to meet RAF's objectives by providing a clear and evidence-based responses to each requirement in this section. Responses must reference the relevant section of the bidder's proposal and must be supported by appropriate evidence, where applicable. Responses must be limited to a maximum of three paragraphs per section.

6.1. TPRM SERVICES AND SOLUTION DETAILED REQUIREMENTS

For ease of evaluation, bidders are required to provide references / to cross reference each requirement to the specific section, page, or annexure of their detailed proposal where each requirements is addressed. This section (6.1.1) does not form part of the evaluation/will not be evaluated and will be used to merely guide evaluators to appropriate sections in the proposal that address each requirement. Unsupported statements or generic marketing responses may not be accepted as sufficient evidence.

Category	Description	Indicate the section of the proposal that addresses this requirement
1. Third Party Risk Assessment	The proposed solution must include configurable due diligence templates, assessment questionnaires and attestation requirements.	
2. Third-Party Risk Assessment and Tiering	The proposed solution must support collection, categorisation, scoring and rating of third-party risk information, including predefined risk tiering rules, self-service assessment capability and aggregation of risk metrics.	
3. Automated due diligence workflows.	The proposed solution must support automated due diligence workflows, including task allocation, reminders, approvals, escalation and assessment tracking.	
4. Third Party Risk Monitoring	The proposed solution must support continuous or periodic monitoring of third-party risks, including real-time detection and alerts for triggered third-party risks; automated escalation of red flags/high-risk third parties and documentation of material risk changes.	
5. Dashboards and Monitoring Reports	The proposed solution must consist of dashboards to visualize the status of third-party onboarding, monitoring, and ongoing performance reviews; performance dashboard; real-time issue resolution recommendations and issue status.	

6. Risk, Control and Remediation Mapping	The proposed solution must include descriptions of risks and controls and support mapping of third-party risks to owners, issues, remediation actions and mitigation plans.	
7. Third-Party Inventory and Discovery	The proposed solution must support the creation, maintenance and reporting of a central inventory of active third parties, suppliers, vendors and service providers.	
8. Automated Bidder Discovery and Monitoring	The proposed solution must automatically detect and maintain an inventory of all active RAF Bidders. Generate instant and customizable reports on Bidder risk and compliance.	
9. Remediation Management	The proposed solution must support assigning, tracking, documenting and closing risk remediation activities effectively including tracking progress, due dates, responsible owners and evidence.	
10. AI-Powered Risk Assessments	The proposed solution should support AI or advanced analytics capabilities, where available, including workflow automation, document classification, summarisation, risk indicator identification and natural language search, subject to RAF governance approval.	
11. Audit-Trail	The proposed solution must provide the following User Activity Tracking capabilities: i) Tracking of user logins, logouts, data manipulation queries, data access, and object access. ii) User identification, data access tracking, object access tracking, session tracking. iii) Historical analysis and reporting of user and administrators' activity.	
12. Cloud Based SaaS Platform	The proposed solution must be provided as a cloud-based SaaS platform and must support secure data access, verification, data retrieval, retention and deletion, and redaction subject to RAF security and data governance requirements and to align with RAF's	

	digital strategy	
13. Pre-Built Security Questionnaires	The proposed solution must Include pre-built or readily available configurable questionnaires/ templates to ISO 27001, POPIA, NIST and other risk dormains.	
14. Regulatory Compliance	The proposed solution must support compliance with applicable regulatory, privacy, data protection, robust data governance and privacy measures with the following capabilities: The proposed solution must allow for/support compliance with relevant insurance industry regulations, including but not limited to data protection and privacy laws (e.g., HIPAA, GDPR/POPIA)	
15. Seamless Integration	The proposed solution must support integration through secure APIs, connectors, file-based interfaces or approved integration methods with relevant RAF systems, which may include Intune, Azure, AWS, Ivanti, Vulnerability Scanners (Qualys), Microsoft Entra ID / Active Directory, Microsoft 365, vulnerability management tools, cloud platforms, document repositories, the RAF GRC platform. and SAP.	
16. Objective Security Ratings	The proposed solution must provide or integrate objective security ratings, external risk intelligence, adverse information, cyber posture monitoring or equivalent third-party risk indicators, where available and relevant.	

6.2. Current Environment

RAF currently uses a combination of internal processes and systems to manage supplier, contract, risk, compliance and related information. The proposed solution must therefore be capable of supporting integration, configuration, data migration and reporting requirements based on RAF's approved implementation approach.

The bidder must demonstrate how the proposed solution will operate within RAF's environment, including its approach to system configuration, data migration, integration, user access, security controls, reporting and support.

6.3. Project Implementation Timeline

RAF expects the project to be implemented through a phased approach. Bidders must provide a realistic implementation plan, including dependencies, assumptions, timelines, milestones, resources and RAF responsibilities.

The implementation will include both the development of the TPRM framework and processes, as well as the configuration and rollout of the supporting technology solution.

Key project milestones include:

- **Project Kick-off and** Governance Setup – Establish the project governance structure, confirm roles and responsibilities, finalize the project plan, and align stakeholders.
- **Requirements Validation & Current State Assessment** – Review RAF's existing third-party risk practices, processes, data sources, systems and reporting requirements.
- **Development of TPRM Framework & Processes** – Design and document the TPRM framework, life cycle processes, risk tiering methodology, workflows, escalation requirements, and reporting approach.
- **Solution Design & Configuration** – Customize the TPRM solution / configure the TPRM platform to align with RAF's framework and business requirements, workflows, roles, risk domains and reporting needs.
- **Data Migration Planning and Execution** – Develop and execute a data migration approach for available third-party data, including supplier profiles, assessments, contracts, documentation, open issues and remediation actions.
- **System Integration** – Design and implement approved integrations with relevant RAF systems which may include Intune, Microsoft Entra ID / Active Directory, Azure, AWS, Ivanti, Vulnerability Scanners (Qualys) and SAP), document repositories and the RAF GRC platform.
- **Security Review and Access Configuration** – Configure user access, role-based permissions, multifactor authentication, audit trails and other security controls in line with RAF's security requirements.
- **User Acceptance Testing (UAT)** – Validate solution functionality, workflows, integrations, dashboards, reports, access controls and user requirements before go-live.

- **Training & Change Management** – Conduct role-based training sessions and prepare user guides for ten (10) key stakeholders, administrator guides and quick reference material, and support user adoption.
- **Go-Live Readiness Assessment** – Confirm that configuration, testing, training, data migration, integrations, support arrangements and outstanding issues are ready for deployment.
- **Go-Live (Phase 1)** – Deploy the solution and begin onboarding, assessment and monitoring of prioritised or critical third parties.
- **Post-Implementation Support and Stabilisation –** Provide support after go-live, resolve defects, assist users, optimise configuration, and provide stabilization reporting.

6.4. Security Requirements

The proposed solution must comply with applicable RAF security, privacy and information governance requirements. At a minimum, the bidder must demonstrate that the solution supports:

- The solution must comply with **POPIA**, **ISO/IEC 27001**, and other applicable data protection regulations.
- All data must be encrypted **in transit and at rest** using industry-standard encryption protocols.
- The system must support **role-based access control (RBAC)** and **multi-factor authentication (MFA)**.
- The solution must provide **audit trails** for all users and system activities.
- The solution must be hosted in a **secure, compliant data center** (preferably within South Africa or in accordance with the South African National Policy data residency requirements).

The bidder must provide evidence of relevant security certifications, attestations or assurance reports where available, including ISO 27001, SOC 2 or equivalent.

6.5. Data Residency, Hosting and Cross-Border Processing

The bidder must disclose:

a) Hosting location;
b) Cloud service provider;
c) Data storage location;
d) Backup location;
e) Disaster recovery location;

f) Subcontractors or sub-processors with access to RAF data;
g) Cross-border transfer or access arrangements; and
h) Data deletion and return arrangements on contract expiry or termination.

Where RAF data is hosted, processed or accessed outside South Africa, the bidder must demonstrate compliance with POPIA section 72 and any applicable RAF data governance requirements.

6.6. Incident and Breach Notification

The service provider must notify RAF within 24 hours of becoming aware of any actual or suspected:

a) Security incident;
b) Privacy breach;
c) Unauthorised access;
d) Data loss;
e) Service compromise;
f) Material vulnerability; or
g) Incident affecting RAF data, users or the TPRM service.

The notification must include available details of the incident, likely impact, immediate containment actions, proposed remediation and expected timelines for further updates.

6.7. Primary Data Sources and Related Applications

The proposed solution must support integration, linkage or controlled data exchange with relevant RAF systems, subject to final solution design and RAF approval.

Data source / application	**Description and expected role**
SAP ERP / Procurement Module	Supplier onboarding, purchase orders, contract and supplier lifecycle information.
Supplier / Vendor Master Data	Central supplier information to support third-party profiles and risk classification.
RAF GRC Platform	Alignment of third-party risks, controls, issues, remediation actions and reporting.
Document Management System	Storage or linkage of contracts, SLAs, assessments and supporting documentation.
Microsoft Entra ID / Active Directory	User authentication, SSO, access management and role mapping.

Microsoft 365	Collaboration, notifications, document linkage and productivity integration where applicable.
Vulnerability Management Tools	Integration or import of cyber posture, vulnerability or security rating information where applicable.

6.8. Pricing Instructions

The bidder must provide clear and itemised pricing, separating once-off costs, recurring costs, optional costs and support costs.

Pricing must include, at a minimum:

a) Business requirements gathering;
b) TPRM framework and process development;
c) Solution design and configuration;
d) Integration workshops;
e) Data migration;
f) Initial implementation;
g) User acceptance testing support;
h) Training and change management;
i) Post-implementation support;
j) Annual SaaS subscription costs;
k) OEM or third-party costs; and
l) Monthly support hours.

No hidden, mandatory or undisclosed costs may be introduced after award unless expressly disclosed in the bid response.

6.9. Training and Knowledge Transfer

The service provider must provide role-based training and knowledge transfer to RAF users. Training must include:

a) General user training;
b) Business owner training;
c) Risk, compliance, privacy and SCM user training;
d) Administrator / super-user training;
e) Reporting and dashboard training;
f) User guides and quick reference guides; and
g) Attendance registers or certificates of completion.

The service provider must provide training for up to **120 RAF users**, including up to **10 super-users or administrators** who must receive advanced administrator training.

6.10. Support and Service Levels

The bidder must provide post-implementation support, including incident logging, service request management, configuration support, issue resolution, user support and monthly service reporting.

Priority	Description	Response target	Resolution / workaround target
Critical	System unavailable or material service failure	1 hour	8 hours
High	Major workflow, access or reporting failure	4 hours	2 business days
Medium	Configuration defect or non-critical issue	1 business day	5 business days
Low	General query or minor support request	2 business days	10 business days

The bidder must provide a proposed support model, escalation matrix, support hours, contact channels and monthly reporting format.

6.11. Exit, Transition and Contract Closure Requirements

The bidder must support an orderly transition at the end of the contract period or upon early termination, to ensure continuity of operations, data integrity and minimal disruption to RAF.

6.11.1. **Transition Planning**: The service provider must develop and maintain a transition plan, which must be activated upon contract expiry or termination. The plan must include timelines, responsibilities, dependencies and communication requirements.

6.11.2. **Data Return and Extraction**: The service provider must provide RAF with a complete, accurate and usable export of all RAF data, including but not limited to:

- Third-party profiles;
- Risk assessments;
- Risk ratings and tiering;
- Supporting documentation;
- Contracts and related metadata;

- Issues, exceptions and remediation actions;
- Audit trails and historical records.

Data must be provided in a structured, commonly used and accessible format (e.g. CSV, Excel, or other agreed formats).

6.11.3. **Data Deletion and Certification;** The service provider must securely delete all RAF data from its systems and provide a formal certificate of data deletion, where applicable, in accordance with RAF data governance and applicable legal requirements.

6.11.4. **Knowledge Transfer and Handover**: The service provider must provide knowledge transfer and handover documentation to RAF or a replacement service provider, including:

- System configuration documentation;
- Workflow configurations;
- Integration configurations;
- Reporting structures;
- User roles and access configurations;
- Known issues and risks;
- Recommendations for continuity and improvement.

6.11.5. **Transition Suppor**t: The service provider must provide reasonable transition support for a defined period, as agreed with RAF, to facilitate migration to RAF or an alternative service provider.

6.11.6. **Access Termination**: The service provider must ensure that all user access, administrator access, system access and integration access associated with the service provider are securely terminated upon contract closure.

7. EVALUATION CRITERIA AND METHODOLOGY

7.1. Overview of Evaluation Process

The Evaluation Process shall be conducted under the following phases:

- **Phase 1:** Initial Screening
- **Phase 2:** Mandatory Requirements
- **Phase 3A:** Technical / Functional Evaluation
- **Phase 3B:** Technical Demonstration

- **Phase 4:** Price And Specific Goals

Bidders must successfully pass each phase to progress to the next phase.

7.1.1. **Phase 1: Initial Screening Process -** All submitted bids will undergo an initial administrative screening to verify compliance with the RAF Request for Bid (RFB) submission requirements, including submission of required returnable documents. **NB: Non-Compulsory Briefing Session.**

7.1.2. **Phase 2: Mandatory Evaluation Process –** At this phase Bid Responses are evaluated as per the evaluation criteria specified in the Request for Bid (RFB) document for compliance with Mandatory Requirements. Bidder(s) who meet the Mandatory Requirements will be evaluated further on Technical Requirements and all bidders who do not comply with one or all the categories will be disqualified from the evaluation process.

7.1.3. **Phase 3: Technical/ Functional Evaluation Process**

Part A – Functionality Evaluation – At this phase Bidder(s) who meet the minimum threshold of 84 points out 120 points allocated at Technical Evaluation will be further evaluated in the Technical Demonstration (Phase 3 Part B).

Part B - Technical Demonstration - At this phase the bidder(s) will be required to provide a live, technical demonstration of the proposed Third-Party Risk Management. Bidders who meet a minimum of 70 points out of 100 points will be evaluated further on Price and Specific Goal points (Phase 4).

7.1.4. **Phase 4: Price and specific goals evaluation** – At this phase the bid(s) will be assessed as per the preferential point system specified in the RFB document.

7.2. Mandatory Requirement (Phase 2)

All Bidders who do not meet Mandatory Requirements will be disqualified and will not be considered for further evaluation of the technical/functional requirements (phase 3).

Bidder must indicate by ticking (√) correct box indicating that they Comply OR do Not Comply.

7.2.1 Mandatory	Comply	Not Comply
7.2.1.1 OEM Partnership accreditation/licencing The bidder must be a licensed or accredited Partner, reseller, distributor or authorised service provider of the proposed Third-Party Risk Management (TPRM) solution. **OR** The Bidder must be an Original Equipment Manufacturer (OEM or partners/suppliers), licensed or accredited Partner or Supplier of the proposed Third-Party Risk Management Tool. **Note:** The bidder must supply valid documentary proof in the form of a letter or certificate or any other documentary proof from the Original Equipment/Product Manufacture confirming: • Partnership, reseller or distributor status; • Authorisation to implement, configure, support and/or license the proposed solution; and • The specific products or modules the bidder is authorised to provide. Where multiple solutions are proposed to fulfil the requirements of this RFB, documentary proof from the OEM must be provided for individual solutions. **Note:** • **The RAF reserves the right to verify the validity of the OEM certificate or letter.** • **OEM certificates/letters that have expired and/or are no longer valid will not be accepted.** • **Documentary proof may include OEM letters, certificates, partner portal extracts or equivalent verifiable documentation.** • **Where validity periods are not specified, the RAF will verify the validity with the OEM.** **NB: A valid OEM Partnership/Reseller/Distributor documentary proof must be submitted unless if the OEM is directly responding to this RFB as the OEM. The RAF reserves the right to seek clarity from the OEM and to verify the certificate or letter.**		

7.2.1.2 Company Track Record/Reference Letters The bidder must demonstrate relevant experience by providing a minimum of **two (2) reference letters** for projects successfully completed within the past **seven (7) years** from the closing date of this RFB. The reference projects must demonstrate experience in implementing, deploying, configuring or supporting: • Third-Party Risk Management (TPRM); • Or Supplier/Vendor Risk Management; • Or Governance, Risk and Compliance (GRC) platforms with TPRM capability; • Or equivalent risk management solutions. As proof, the bidder must provide reference letters from previous clients where Third-Party Risk Management services were rendered including services delivered by sub-contractors or joint ventures where applicable, which must: • Be on the Client’s letterhead with the following details: • Clearly describe the solution and/or service provided. • Indicate the period (date and year at a minimum) in which the services were rendered (N.B the date on which the letter was signed will not be accepted as the date when the services were rendered). • Where the implementation date/year falls on the seventh year from this RFB’s closing date, reference letters must include the implementation date with the month/year or day/month/year period, to allow for an accurate evaluation of the period since the services were rendered. • Reflect implementation, deployment, configuration or support services (not only licensing or renewals). • Include client contact person and client contact details. **Note:** • The reference letters to be submitted must be relevant to the proposed solution. • Reference letters relating to license renewals or only provisioning of Third-Party Risk Management licenses without any implementation, deployment, or support will not be accepted, as RAF needs to ascertain that bidders have the required experience. • Only reference letters that depict work in the past seven years will be considered. • Where minor information is missing, RAF may request clarification, provided the core requirement is met. • Equivalent project experience demonstrating similar scope and complexity may be considered, subject to RAF evaluation.		

Note: Failure to comply with all the mandatory requirements shall lead to disqualification from any further/subsequent evaluation. However, RAF reserves the right to request clarification or verification of submitted documentation where appropriate.

7.3. Technical / Functional Criteria (Phase 3 – Part A)

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

<table>
<tr><th>Technical / Functional Criteria</th><th>Points</th></tr>
<tr><td>
7.2.2 Team Experience
The bidder must provide suitably qualified and experienced key personnel to implement, configure, support and transfer knowledge on the proposed Third-Party Risk Management solution. The bidder must provide adequate resources who are accredited on the proposed Third-Party Risk Solution to implement the services required in this RFB.

The bidders must submit the following for each proposed resource, as part of its proposal, the following:

Detailed CVs of the key personnel; and the CVs must clearly highlight Third party risk experience, areas of competence and years of experience.
Copies of relevant Third-party risk solutions certificates. Provided certificates must be valid (not expired) and relevant to the proposed OEM data security platform.
Evidence of experience relevant to the proposed role.
Product/OEM certification where applicable; and
Clear indication of the resource’s role in the project.
Experience must be stated in months and years. Experience running simultaneously will only be counted once. RAF reserves the right to verify submitted CVs, qualifications, certifications and experience.
Failure to provide the required CVs, qualifications and certifications for a proposed resource may result in a score of zero for that resource.
Detailed CVs and copies of qualifications of the following resources with demonstrable experience must be provided:

<table>
<tr><td>Role</td><td>Certification</td><td>Years of experience</td></tr>
<tr><td>• Project Manager</td><td>Project management certification, such as PMP, PRINCE2, Agile, PMBOK or equivalent.</td><td>Minimum five years’ ICT / cybersecurity / GRC project management experience.</td></tr>
</table>
</td><td>20</td></tr>
</table>

• TPRM Lead Implementer	Product/OEM certification or Risk/Cybersecurity certification such as CRISC, CISM, CISSP, ISO 27001 or equivalent.	Minimum five years' implementation or support experience in TPRM, vendor risk, supplier risk, GRC or equivalent platform solutions.
• Training and Change Management Specialist	Change management or training certification such as Prosci Change Management Certification or Certified Change Management Professional (CCMP) or equivalent.	Minimum five years' change management, training or user adoption experience.

NB: Work experience must be indicated in **Years and Months** to ensure the correct calculation of experience during evaluations.

Failure to provide resources CVs, qualifications and certifications for the required resources shall result in a score of zero (0).

***NB: The RAF reserves the right to verify submitted certificates and qualifications*. Experience running simultaneously will be counted once.**

7.2.2.1 Project Manager

Scoring Matrix	
Years of experience, and Certification of the Resource	**Score**
Resource, demonstratable experience, and certification not provided/ Resource, experience and certification provided do not meet the minimum requirements	0
Resource, demonstratable experience, and certification provided and meets and/or exceeds the minimum requirements (5 years' experience and certification)	5

7.2.2.2 Lead Implementer

Scoring Matrix	
Years of experience, and Certification of the Resource	**Score**
Resource, demonstratable experience, and certification not provided/ Resource, experience, and certification provided do not meet the minimum requirements	0
Resource, demonstratable experience, and certification provided meets and/or exceed the minimum requirements (5 years of experience, certification (CRISC, CISSP, ISO 27001, or CISM) or proposed products/OEM certification).	10

7.2.2.3 Change and Training Management Specialist

Scoring Matrix	
Years of experience, and Certification of the Resource	**Score**
Resource, experience, and certification not provided/ Resource, experience, and certification provided do not meet the minimum requirements	0
Resource, experience, and certification provided meets and/or exceed the minimum requirements (5 years of experience and both relevant product/OEM certification or relevant risk/security certification)	5

7.2.3 Solution Proposal (Maximum 100 Points)

100

The bidder must submit a detailed technical proposal addressing the functional requirements.
Scoring will be based on the number of requirements fully met in each category.
The bidder must provide a detailed technical proposal of the Third-Party Risk Management solution addressing the functional requirements.
Scoring will be based on the number of requirements fully met in each category.
Only requirements clearly addressed in the proposal will be scored.

Category	Description	Scoring Matrix	Points		
Third-Party Risk Assessment and Due Diligence	• Due diligence template library • Configurable questionnaires • Attestations / certifications • Automated due diligence workflow • Questionnaire deployment and tracking • Third-party self-assessment • Risk scoring • Risk tiering • Aggregation of risk descriptions and metrics • Assessment output/report generation	**0 Points – Less than 4** Requirements Met **5 Points – 4 to 7** Requirements Met **7 Points – 8 to 9** Requirements Met **10 Points – All 10** Requirements Met	**10**		
Third-Party Risk Monitoring and Risk Intelligence	• Continuous or periodic monitoring • Detection alerts for triggered risks • Automatic documentation of red flags • Escalation of high-risk third parties • Contract expiry alerts • Recertification / renewal alerts • Monitoring / performance / issue dashboards • Risk-control-owner mapping • Audit trail of monitoring actions • Reassessment / renewal functionality	**0 Points – Less than 4** Requirements Met **5 Points – 4 to 7** Requirements Met **7 Points – 8 to 9** Requirements Met **10 Points – All 10** Requirements Met	**10**		

	Third-Party Profile Management and Inventory	• Central third-party repository • Third-party profile record • Contract / performance / risk information • Self-service profile updates • Automated screening / background checks • Data cleansing / de-duplication • Risk-change alerts • Business owner assignment	**0 Points – Less than 3** Requirements Met **3 Points – 3 to 5** Requirements Met **5 Points – 6 to 7** Requirements Met **8 Points – All 8** Requirements Met	**8**		
	Third-Party Onboarding, Renewal and Offboarding	• Onboarding portal • Onboarding status tracking • Approval gates • Information capture • Due diligence initiation • Renewal / recertification workflow • Offboarding / termination workflow • Checklist completion / termination evaluation	**0 Points – Less than 3** Requirements Met **3 Points – 3 to 5** Requirements Met **5 Points – 6 to 7** Requirements Met **8 Points – All 8** Requirements Met	**8**		
	Workflow Customisation and Collaboration	• Configurable workflows • Conditional approvals • Role-based routing / RACI • Task allocation • Reminders / notifications • Escalations • Template workflows • Collaboration with internal functions / email tools	**0 Points – Less than 3** Requirements Met **3 Points – 3 to 5** Requirements Met **5 Points – 6 to 7** Requirements Met **8 Points – All 8** Requirements Met	**8**		

	Exception, Issue and Remediation Management	• Exception logging • Exception approval / follow-up • Issue logging • Risk status tracking / history • Remediation action plans • Action owners / due dates • Evidence upload • Escalation and closure tracking	**0 Points – Less than 3** Requirements Met **3 Points – 3 to 5** Requirements Met **5 Points – 6 to 7** Requirements Met **8 Points – All 8** Requirements Met	**8**		
	Dashboards, Analytics and Governance Reporting	• Operational dashboards • Management dashboards • Onboarding / monitoring / recertification status • Performance review reporting • Issue / remediation reporting • Risk trend reporting • Audit-readiness reporting • Scheduled reports • Ad hoc reports / drill-down • Governance reporting for EXCO / ARC / Board	**0 Points – Less than 4** Requirements Met **5 Points – 4 to 7** Requirements Met **7 Points – 8 to 9** Requirements Met **10 Points – All 10** Requirements Met	**10**		
	Integration, Connectors and Configurability	• APIs / connectors • Secure data import / export • Integration with relevant RAF systems • Third-party data feeds • External / news / risk intelligence feeds • Validation on import • Record updates and alerts • Configurable fields / templates • Configurable workflows / dashboards / reports • Code-free configuration where available	**0 Points – Less than 4** Requirements Met **5 Points – 4 to 7** Requirements Met **7 Points – 8 to 9** Requirements Met **10 Points – All 10** Requirements Met	**10**		

	Access Control, Security and Audit Trail	• SSO / MFA capability • RBAC / personalised access • Privileged / administrator controls • Access permissions by role / workflow • Relationship mapping between users / roles / risks / controls • User activity tracking • Administrator activity tracking • Object / data access and session history	**0 Points – Less than 3** Requirements Met **3 Points – 3 to 5** Requirements Met **5 Points – 6 to 7** Requirements Met **8 Points – All 8** Requirements Met	**8**		
	Document Management and Evidence Repository	• Document upload / capture • Document storage and linkage to records • Version control / metadata / retention • Approval workflow / audit trail • Browser viewing / commenting or collaboration • Evidence repository / document templates	**0 Points – Less than 3** Requirements Met **3 Points – 3** Requirements Met **4 Points – 4 to 5** Requirements Met **6 Points – All 6** Requirements Met	**6**		
	Search, Filtering and Reporting	Search across records and documents Filtering by multiple criteria Saved searches / custom reports Pre-built / scheduled reports Export or integration with reporting tools	**0 Points – Less than 3** Requirements Met **3 Points – 3 to 4** Requirements Met **5 Points – All 5** Requirements Met	**5**		
	AI and Advanced Analytics	• Document classification / metadata extraction • Document summarisation • Risk indicator identification / predictive insights • Natural language search or guided automation	**0 Points – Less than 2** Requirements Met **3 Points – 2 to 3** Requirements Met **4 Points – All 4** Requirements Met	**4**		

User Interface, Navigation and Mobility	• User interface layout, ease of navigation and usability • Visualizations and drill-down capability • Search and navigation functionality • Browser/device accessibility or responsive/mobile access • Overall user experience and ease of use	**0 Points – Less than 3** Requirements Met **3 Points – 3 to 4** Requirements Met **5 Points – All 5** Requirements Met	**5**
Total			**100**

Minimum Threshold	**84**
Total	**120**

Only bidders who score a minimum threshold of 84 out of 120 points on Technical/Functional Evaluation will be considered for further evaluation on Demonstration requirements (Phase 3 Part B).

7.3 Demonstrations (PHASE 3 – PART B)

Bidder/s who achieve the minimum threshold of 84 points for Technical / Functional Requirements (Phase 3 Part A) will proceed to the Technical Demonstration (Phase 3 – Part B) for further evaluation.

Bidders must achieve a minimum score of 70 out of 100 points in the Technical Demonstrations to proceed to Phase 4 (price and specific preferential goals).

In this demonstration phase, bidders will be required to present/conduct live demonstration of the proposed solution. Bidders will be given a maximum notice of 5 business days to prepare for this demonstration. The demonstration must reflect the actual proposed solution, including any modules, extensions or third-party components included in the bidder's proposal and pricing schedule. **Although OEMs can support bidders during the demonstrations, bidders are expected to lead the demonstration sessions to demonstrate its understanding and ability to implement and support the proposed solution, and for the RAF to be able to gauge the bidders' solution proficiency.**

Scoring rule: Only functionality demonstrated during this phase may be scored. Functionality that is claimed in the proposal but cannot be demonstrated may be scored as non-compliant or downgraded. Future roadmap functionality, conceptual functionality or unsupported claims must not be scored as fully compliant.

Demonstration Area	Requirement to be demonstrated	Scoring Matrix	Points	Comments
Third-Party Risk Assessment and Due Diligence	• Due diligence template library • Configurable questionnaires • Attestations / certifications • Automated due diligence workflow • Questionnaire deployment and tracking • Third-party self-assessment • Risk scoring • Risk tiering • Aggregation of risk descriptions and metrics • Assessment output/report generation	**0 Points – Less than 4** Requirements Demonstrated **5 Points – 4 to 7** Requirements Demonstrated **7 Points – 8 to 9** Requirements Demonstrated **10 Points – All 10** Requirements Demonstrated	**10**	

Third-Party Risk Monitoring and Risk Intelligence	• Continuous or periodic monitoring • Detection alerts for triggered risks • Automatic documentation of red flags • Escalation of high-risk third parties • Contract expiry alerts • Recertification / renewal alerts • Monitoring / performance / issue dashboards • Risk-control-owner mapping • Audit trail of monitoring actions • Reassessment / renewal functionality	**0 Points – Less than 4** Requirements Demonstrated **5 Points – 4 to 7** Requirements Demonstrated **7 Points – 8 to 9** Requirements Demonstrated **10 Points – All 10** Requirements Demonstrated	**10**	
Third-Party Profile Management and Inventory	• Central third-party repository • Third-party profile record • Contract / performance / risk information • Self-service profile updates • Automated screening / background checks • Data cleansing / de-duplication • Risk-change alerts • Business owner assignment	**0 Points – Less than 3** Requirements Demonstrated **3 Points – 3 to 5** Requirements Demonstrated **5 Points – 6 to 7** Requirements Demonstrated **8 Points – All 8** Requirements Demonstrated	**8**	

Third-Party Onboarding, Renewal and Offboarding	• Onboarding portal • Onboarding status tracking • Approval gates • Information capture • Due diligence initiation • Renewal / recertification workflow • Offboarding / termination workflow • Checklist completion / termination evaluation	**0 Points – Less than 3** Requirements Demonstrated **3 Points – 3 to 5** Requirements Demonstrated **5 Points – 6 to 7** Requirements Met **8 Points – All 8** Requirements Demonstrated	**8**	
Workflow Customisation and Collaboration	• Configurable workflows • Conditional approvals • Role-based routing / RACI • Task allocation • Reminders / notifications • Escalations • Template workflows • Collaboration with internal functions / email tools	**0 Points – Less than 3** Requirements Demonstrated **3 Points – 3 to 5** Requirements Demonstrated **5 Points – 6 to 7** Requirements Demonstrated **8 Points – All 8** Requirements Demonstrated	**8**	

Exception, Issue and Remediation Management	• Exception logging • Exception approval / follow-up • Issue logging • Risk status tracking / history • Remediation action plans • Action owners / due dates • Evidence upload • Escalation and closure tracking	**0 Points – Less than 3** Requirements Demonstrated **3 Points – 3 to 5** Requirements Demonstrated **5 Points – 6 to 7** Requirements Demonstrated **8 Points – All 8** Requirements Demonstrated	**8**	
Dashboards, Analytics and Governance Reporting	• Operational dashboards • Management dashboards • Onboarding / monitoring / recertification status • Performance review reporting • Issue / remediation reporting • Risk trend reporting • Audit-readiness reporting • Scheduled reports • Ad hoc reports / drill-down • Governance reporting for EXCO / ARC / Board	**0 Points – Less than 4** Requirements Demonstrated **5 Points – 4 to 7** Requirements Demonstrated **7 Points – 8 to 9** Requirements Demonstrated **10 Points – All 10** Requirements Demonstrated	**10**	

Integration, Connectors and Configurability	• APIs / connectors • Secure data import / export • Integration with relevant RAF systems • Third-party data feeds • External / news / risk intelligence feeds • Validation on import • Record updates and alerts • Configurable fields / templates • Configurable workflows / dashboards / reports • Code-free configuration where available	**0 Points – Less than 4** Requirements Demonstrated **5 Points – 4 to 7** Requirements Demonstrated **7 Points – 8 to 9** Requirements Demonstrated **10 Points – All 10** Requirements Demonstrated	**10**	
Access Control, Security and Audit Trail	• SSO / MFA capability • RBAC / personalised access • Privileged / administrator controls • Access permissions by role / workflow • Relationship mapping between users / roles / risks / controls • User activity tracking • Administrator activity tracking	**0 Points – Less than 3** Requirements Demonstrated **3 Points – 3 to 5** Requirements Demonstrated **5 Points – 6 to 7** Requirements Demonstrated **8 Points – All 8** Requirements Demonstrated	**8**	

	• Object / data access and session history			
Document Management and Evidence Repository	• Document upload / capture • Document storage and linkage to records • Version control / metadata / retention • Approval workflow / audit trail • Browser viewing / commenting or collaboration • Evidence repository / document templates	**0 Points – Less than 3** Requirements Demonstrated **3 Points – 3** Requirements Demonstrated **4 Points – 4 to 5** Requirements Demonstrated **6 Points – All 6** Requirements Demonstrated	**6**	
Search, Filtering and Reporting	Search across records and documents Filtering by multiple criteria Saved searches / custom reports Pre-built / scheduled reports Export or integration with reporting tools	**0 Points – Less than 3** Requirements Demonstrated **3 Points – 3 to 4** Requirements Demonstrated **5 Points – All 5** Requirements Demonstrated	**5**	
AI and Advanced Analytics	• Document classification / metadata extraction • Document summarisation • Risk indicator identification / predictive insights • Natural language search or guided	**0 Points – Less than 2** Requirements Demonstrated **3 Points – 2 to 3** Requirements Demonstrated **4 Points – All 4** Requirements Demonstrated	**4**	

	automation			
User Interface, Navigation and Mobility	• User interface layout, ease of navigation and usability • Visualizations and drill-down capability • Search and navigation functionality • Browser/device accessibility or responsive/mobile access • Overall user experience and ease of use	**0 Points – Less than 3** Requirements Demonstrated **3 Points – 3 to 4** Requirements Demonstrated **5 Points – All 5** Requirements Demonstrated	**5**	
Total			**100**	

7.4 Price And Specific Goals (Phase 4)

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

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

7.5 PRICING SCHEDULE

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

NB: BIDDER MUST ENSURE THAT THEIR PRICING FOR YEAR 2 AND YEAR 3 IS INCLUSIVE OF ANNUAL ESCALATION RATES.

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

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

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

Deliverables	**Price Year 1 (Supply, Installation & Configuration)**	**Price Year 2**	**Price Year 3**
Subscription Licenses (SaaS) The bidder must provide licenses pricing for each module/function	R	R	R
Business Requirements Gathering, Solution Design and Integration and Design Workshops. **(120 Hours Once Off)**	R	R	R
Initial Solution Implementation	R	R	R

Monthly Post-Implementation Support Hours **(30 hours monthly payable on a usage basis) Price to indicate 360 Hours per annum**	R	R	R
Training and Skills Transfer **10 RAF ICT personnel.**	R	R	R
SUB -TOTAL		R	R
VAT (15%)	R	R	R
TOTAL BID PRICE (INCLUSIVE OF VAT)			

Bidder's Name: ....

Signature: ....

Date: ....

NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF

CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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