



**PROCUREMENT OF DIGITISATION SERVICE FOR PAPER-BASED RECORDS
OF GCIS FOR TWO (2) YEARS.**

RFB 001 2026/2027

Closing date and time: **28 May 2026 at 11:00**

Bid Validity Period: **120 days**

Non-Compulsory virtual briefing session will be held. The meeting details are as follows:

Platform: Microsoft Teams meeting

Date and Time: 07 May 2026, 10:00 - 11:30

Meeting link: <https://teams.microsoft.com/meet/334307534152076?p=frQs5bNHOss6qjMcyw>

Meeting ID: 334 307 534 152 076

Passcode: ZA3fG2vk

TENDER BOX ADDRESS:

Reception
Tshedimosetso House
1035 Francis Baard Street
C/o Francis Baard and Festival Street
Hatfield
0002

1. PURPOSE

The purpose of this Request for Bid (RFB) is to invite service providers to submit bids for digitisation of paper-based records, archiving of non-active records, and implementation of an archival management system - AtoM (Access to Memory) for the Government Communication and Information System (GCIS) for a period of two (2) years.

2. BACKGROUND

Digitisation is of crucial importance to data processing, storage, and transmission. Digitization means transforming analogue data to digital. The digitization process converts any physical or analogue item, such as paper records, photographs or graphic items, into an electronic representation or image that can be accessed and stored electronically. It allows information of all kinds in all formats to be carried with the same efficiency and also integrated. Though analogue data is typically more stable, digital data has the potential to be more easily shared and accessed.

The mandate of the GCIS is derived from Section 195(g) of the Constitution, which stipulates that South African citizens should be provided with information that is timely, accurate and accessible. The process of digitising records will enable GCIS to ensure easy availability of government information and services to citizens electronically. By digitizing all GCIS records, the department can significantly reduce the reliance on paper-based records, improve records security, improving document traceability, and accelerating approval cycles.

In the context of these requirements, digitization of GCIS records will be done to support GCIS's main objectives for organisational transparency, knowledge sharing and business continuity by providing better access to, and faster retrieval of information, and more cost-effective storage of GCIS's records.

GCIS has conducted benchmark and identified the archival system AtoM (Access to Memory) which has been used by various departments including the National archives of South Africa. AtoM (Access to Memory) is a web-based, open-source archival description application used for managing and providing access to archival holdings online. It is used by the National Archives and Records Service of South Africa and other archival institutions around the world. The single instance of the AtoM system used by National Archives and provincial archives in South Africa is hosted on the State Information Technology Agency (SITA) Private Cloud Foundation Infrastructure (CFI), within the Government Private Cloud Ecosystem (GPCE). This means the

servers and data for the South African AtoM archival system are hosted within a government-controlled cloud environment managed by SITA, not on external commercial cloud servers.

3. SCOPE OF WORK

The services required by Government Communication and Information System (GCIS) are as follows for a period of two (2) years:

- 3.1. Configure and implement AtoM (Access to Memory) Archival System including support and maintain the system.
- 3.2. Provide training as follows:
 - 3.4.1 System Administrators Training (Two groups)
 - 3.4.2 Records Management Officials Training for digitising records (4 sessions)
 - 3.4.3 End-User Training (4 sessions)
- 3.3. Project for digitisation of paper-based records
- 3.4. Rental of three (3) high resolution scanning machines

4. REQUIREMENTS

4.1. Archiving System (AtoM) requirements, Hosting and Configuration.

The AtoM archiving system shall be deployed and hosted within the SITA Private Cloud and configured specifically to support the management and preservation of non-active digitised records. The AtoM archiving system shall be configured and implemented with the following requirements to enable its use and operation.

4.1.1. Functionality Requirements

The system must have the following functionalities:

- 4.1.1.1. Workflow automation and integration with SharePoint Online and other records sources / content management systems.
- 4.1.1.2. Ability to import digitised non-active records from GCIS SharePoint Online and other sources.
- 4.1.1.3. Enable secure retrieval, tracking, and version management of archived records
- 4.1.1.4. Maintain metadata linkage between active records in SharePoint and archived non-active records.
- 4.1.1.5. Support batch uploads.
- 4.1.1.6. Support workflow for automated archival according to GCIS retention policy and application Programming Interface (API) integration for continuous ingestion.
- 4.1.1.7. Metadata Management according to metadata standards (Dublin Core) and Support custom metadata fields for department-specific requirements.
- 4.1.1.8. Configure the system according to GCIS-Approved File Plan.
- 4.1.1.9. Enable tagging, indexing, and version control for efficient search and retrieval.

4.1.1.10. Search and Retrieval

- a) Provide full-text search and advanced filtering based on metadata, keywords, date ranges, and document types.
- b) Support quick retrieval for audit, compliance, and operational purposes.

4.1.1.11. Maintain links to associated active records for cross-referencing.

4.1.1.12. Access Control and Security

- a) Implement role-based access control (RBAC), user authentication, and authorization to ensure that only authorized personnel can access records.
- b) Ensure encryption of data at rest and in transit to protect records from unauthorized access or tampering.
- c) Enforce stricter access restrictions for Confidential records in accordance with MISS guidelines/standards.
- d) Access to records shall be restricted exclusively to designated records management officials.
- e) Provide functionality to share links to specific documents for a defined period, ensuring temporary access is controlled, auditable, and automatically revoked after the expiry period.
- f) Maintain detailed audit trails and activity logs for all access, sharing, and modifications to support compliance monitoring and security oversight.

4.1.1.13. Retention and Disposal Management

- a) Support automated or manual enforcement of records retention schedules based on GCIS policy and National Archives requirements.
- b) Provide controlled disposal workflows for records that reach the end of their lifecycle, with audit logs.

4.1.1.14. Compliance and Audit

- c) Ensure compliance with the Protection of Personal Information Act (POPIA), Promotion of Access to Information Act (PAIA), National Archives and Records Service regulations, and GCIS information governance standards.
- d) Implement mechanisms to enforce legal and regulatory requirements for record management, access, and retention
- e) Generate reports for audit purposes, including:
 - f) Access logs and user activity tracking
 - g) Metadata integrity verification
 - h) Retention status and lifecycle compliance

4.1.2. Data Storage Environment and Hosting Approach

- 4.1.2.1. Only non-active digitised records (records no longer required for day-to-day business operations but retained for compliance, reference, or historical purposes) shall be transferred to and stored within the AtOM Archiving System hosted in the SITA Private Cloud environment,
- 4.1.2.2. Digitised active records shall be securely stored and managed within the GCIS SharePoint Online environment, hosted under the GCIS Microsoft 365 tenant. This environment will serve as the primary repository for day-to-day operational records that require regular access and collaboration.
- 4.1.2.3. Database platforms must be compatible with enterprise-grade relational database technologies supported within the SITA Private Cloud

- 4.1.2.4. Digitised non-active records shall be classified as per the GCIS file plan and classifications and stored in the AtoM archival system, in compliance with, national data protection and information management standards.
- 4.1.2.5. The Service provider must ensure that metadata and record references remain linked to the AtoM Archival system for seamless retrieval.
- 4.1.2.6. The system should be scalable, allowing for future inclusion of additional directorates, provinces, or departments as identified in the GCIS Digitisation Roadmap.

4.1.3. Data Residency, Ownership and Hosting Restrictions

- 4.1.3.1. The AtoM Archival System shall be deployed, hosted, and configured exclusively within the SITA Private Cloud, using only SITA-approved hosting, storage, and database services
- 4.1.3.2. Hosting of the AtoM Archival System on supplier-owned infrastructure or public cloud platforms shall not be permitted.
- 4.1.3.3. All GCIS data, including digitised records, metadata, system databases, and digital assets generated or stored as part of this project, shall remain the sole property and intellectual property of GCIS
- 4.1.3.4. Access to all GCIS data shall be restricted to authorised and designated GCIS officials only.
- 4.1.3.5. Any data, metadata, system configurations, customisations, and modifications made to the archival system during the contract period shall remain the exclusive intellectual property of GCIS
- 4.1.3.6. The appointed service provider shall collaborate with the GCIS IT component to support system configuration, integration, security alignment, and compliance requirements, where applicable
- 4.1.3.7. The appointed service provider shall provide GCIS with documented minimum end-user IT requirements, including workstation specifications and supported software, required for optimal system performance

4.1.4. Database and Hosting Configurations requirements

The appointed service provider will be responsible for the following:

- 4.1.4.1. Configuring storage and database components within the SITA Private Cloud
- 4.1.4.2. Provisioning, configuration, and deployment of the AtoM Archiving System on the SITA Private Cloud infrastructure.
- 4.1.4.3. Configuring and customising the solution to comply with government archiving standards, the GCIS records classification standards, and the GCIS file plan.
- 4.1.4.4. Implement secure data transfer mechanisms (such as encrypted APIs, VPN tunnels, or secure file transfer protocols)

4.2. Training and Knowledge Transfer

- 4.2.1. The Service provider shall deliver comprehensive training to ensure that GCIS personnel are fully equipped to perform, manage, and support the digitisation of physical records

and the operation of the AtoM system. Training must be structured, practical, and tailored to the roles and responsibilities of the participants. At a minimum, the training requirements include:

4.2.2. System Administrators Training (Two groups)

4.2.2.1. AtoM Archival System and metadata structures.

4.2.2.2. System configuration, user permissions, and maintenance on AtoM Archival System

4.2.2.3. Configure scanning software on workstations, integrations and permissions

4.2.3. Records Management Officials Training for Digitising records (4 sessions)

4.2.3.1. Hands-on training covering document preparation, scanning and scanner operation, metadata capture, digitisation workflows, and batch processing

4.2.3.2. Training on metadata capture, indexing, and quality assurance of digitised records

4.2.3.3. Training on the end-to-end digitisation process, including secure upload, system integration, and archiving of non-active records on AtoM.

4.2.4. End-User Training for Digitising Process (4 sessions)

4.2.4.1. Document preparation and scanner operation for digitising paper-based records

4.2.4.2. Scanning procedures, including single and batch scanning.

4.2.4.3. Image quality checks, error handling, and rescanning of incomplete or poor-quality documents

4.2.4.4. Metadata capture and indexing for digitised records.

4.2.4.5. Digitisation workflows and status tracking, including user roles and permissions.

4.2.4.6. Quality assurance and compliance requirements related to digitisation activities.

4.2.4.7. Delivery: Minimum four (4) sessions.

4.2.5. End-User Training for AtoM Archival System (4 sessions)

The Service provider shall deliver hands-on training to GCIS Officials to ensure effective use of the AtoM Archival System. Training must include the following:

4.2.5.1. System access and navigation within the AtoM Archival System

4.2.5.2. Searching and browsing archival records using descriptions, metadata fields, and hierarchies

4.2.5.3. Viewing and retrieving digitised records, including associated metadata.

4.2.5.4. Understanding archival descriptions, including fonds, series, and item-level records.

4.2.5.5. Use of metadata filters and advanced search functions to refine results.

4.2.5.6. Accessing linked digital objects and related records within AtoM.

4.2.5.7. User roles, permissions, and access controls applicable to archival records.

4.2.5.8. Audit trail and record history awareness, including viewing changes and access logs where applicable

4.2.5.9. Exporting and sharing records in accordance with approved access and security controls.

4.2.5.10. Delivery: Minimum four (4) sessions, conducted virtually or on-site.

4.2.6. Training Materials and Knowledge Transfer

4.2.6.1. User manuals, quick reference guides, step-by-step instructions, and video tutorials.

4.2.6.2. Practical examples and scenarios specific to GCIS record types.

4.2.6.3. Ensure participants are capable of independently managing digitisation and archival process on AtoM

4.2.6.4. Ensure proper knowledge transfer to enable GCIS officials to manage the digitisation process and AtoM Archival System independently.

4.2.7. Training Evaluation and Support

4.2.7.1. Competency assessments to verify participant understanding.

4.2.7.2. Post-training support for queries, troubleshooting, and clarifications

4.2.7.3. Post-Training Support with ongoing assistance and provision of manuals, guides, and digital resources.

4.3. Project for Digitisation of paper-based records

The service provider will be required to assess the volume of paper-based records and scan accordingly for the following business units and save the records into the archival system-(AtoM). The digitisation process will only be done at GCIS head office for the following sections:

4.3.1. Supply Chain Management (SCM) records (including requisitions, invoices, contracts, and Service provider documents).

4.3.2. Records from other sections.

The Service provider shall perform end-to-end digitisation of GCIS paper-based records, covering the whole process from assessment, preparation, high-resolution scanning, OCR processing, metadata tagging, quality assurance, configuring workstations and store digital records to GCIS Enterprise Content Management System in SharePoint Online or archival system-(AtoM).

The process must ensure accuracy, completeness, document integrity, and searchability, while complying with GCIS's classification, retention, and information governance standards.

4.4. Scanning Machines

4.4.1. The Service provider must supply all necessary equipment and tools to carry out high-quality digitization, and configuring the identified workstations to connect to the scanners,

Terms of reference for the Digitisation Paper Based Records for Two Years

including the rental of three (3) High-resolution document scanners for the duration of the contract with the following specifications:

4.4.1.1. Flatbed scanners (2 Units)

Two (2) flatbed scanners for scanning standard A4 paper documents with the following features:

- i. **Model:** Ricoh fi-7700 scanner or equivalent.
- ii. **Scanning Speed:** High-speed duplex (double-sided) scanning of up to 100 pages per minute.
- iii. **Document Scanning:** Documents must be scanned at 300 dpi resolution, with Optical Character Recognition (OCR) enabled and saved in PDF/A format.
- iv. **Image Scanning:** Images must be scanned at 600 dpi resolution and saved in TIFF format.

4.4.1.2. Overhead Scanner (1 Unit)

One (1) overhead scanner for scanning photographs, bound materials, and fragile documents with the following features:

- i. **Model:** Book2net Ultra II Scanner or equivalent.
- ii. **Scan Area:** 635 mm × 451 mm (A2 size).
- iii. **Software:** BookExpert v3.09 or the latest available version.
- iv. **Scanning Specifications:**
 - File format: TIFF
 - Resolution: 300–600 dpi
 - No compression
 - Full colour (RGB) scanning.

4.4.2. All scanners must have OCR (Optical Character Recognition) feature for searching, tracking and indexing.

4.4.3. Scanner must have features for uploading digitised content to SharePoint Online and the Archival System (AtoM).

4.4.4. Quality control features, including software for image validation, color correction, document with metadata verification.

4.4.5. File handling, cleaning, and preparation tools

4.4.6. Include maintenance of the scanning machines.

4.4.7. Billing of the above machines should be per usage.

4.5. Project Management

The project plan must comprehensively address GCIS's requirements for digitisation and records lifecycle management including archival process.

The service provider shall implement a structured project management approach to ensure timely and quality delivery of the digitisation and archival project. This includes planning, scheduling, risk management, reporting, stakeholder engagement, and coordination with GCIS throughout all project phases.

The service provider will be responsible for the following key deliverables and activities:

4.5.1. Records Assessment and Project Planning

- 4.5.1.1. Conduct a comprehensive assessment to determine the volume and condition of the records to be scanned and provide assessment report.
- 4.5.1.2. Develop a detailed Digitisation and Archival Project Plan, outlining timelines, processes, resource allocation, and risk mitigation measures.
- 4.5.1.3. Establish quality assurance protocols, metadata schema, and file-naming conventions in line with GCIS classification and governance requirements.

4.5.2. Document Preparation

- 4.5.2.1. Perform unbinding, cleaning, sorting, repairing, and batching of records for scanning.
- 4.5.2.2. Unique identifiers for tracking, indexing, and audit trail purposes.
- 4.5.2.3. Establish document handling procedures to maintain the integrity and confidentiality of records.

4.5.3. Scanning and Digitisation

- 4.5.3.1. Conduct high-resolution scanning of all documents, including double-sided and large-format pages.
- 4.5.3.2. Ensure all scanned documents are OCR-enabled and converted into searchable PDF formats.
- 4.5.3.3. Maintain clear image quality and accurate file orientation throughout the process.

4.5.4. Metadata Tagging and Indexing

- 4.5.4.1. Apply metadata based on GCIS's approved classification schemes and record management standards.
- 4.5.4.2. Ensure that all active records are digitized, saved accurately and indexed for efficient retrieval within the GCIS SharePoint Online environment as per GCIS approved file plan.
- 4.5.4.3. Ensure that all archival records are digitised and saved accurately, and indexed for efficient retrieval within the archival system (AtoM) for lifecycle management and audit readiness.

4.5.5. Quality Control and Validation

- 4.5.5.1. Perform quality assurance checks to verify image clarity, completeness, orientation, and metadata accuracy.
- 4.5.5.2. Conduct sampling and validation to ensure compliance with digitisation standards and project deliverables.
- 4.5.5.3. Produce detailed quality reports for submission to GCIS at each project phase.

4.5.6. Secure Upload and System Integration

- 4.5.6.1. Migrate and securely upload digitised records to SharePoint Online within GCIS's Microsoft 365 tenant.
- 4.5.6.2. Ensure metadata integrity, access permissions, and folder structures are retained during migration.
- 4.5.6.3. Classify records according to GCIS's records management policy, distinguishing active and non-active records.
- 4.5.6.4. Ensure non-active records are archived in a secure, separate storage location, linked and retrievable through the Archival System (AtoM).
- 4.5.6.5. The solution must provide role-based access control (RBAC), audit trails, and multi-factor authentication (MFA) to protect sensitive government records.
- 4.5.6.6. Data in transit and at rest must be encrypted using approved encryption protocols.

4.6. Records Management

Service providers must provide a comprehensive Records Management Strategy detailing the methodology, standards, and controls for digitisation, metadata capture, storage, and archiving. The strategy should include:

- 4.6.1. Metadata schema and indexing standards.
- 4.6.2. Version control and audit trail management.
- 4.6.3. Access control and security permissions within the archival management system.
- 4.6.4. Archival transfer procedures for handling active records (SharePoint Online) and non-active records (Archival System - AtoM)
- 4.6.5. Records retrieval and searchability mechanisms.

All processes must comply with the Protection of Personal Information Act (POPIA) and the National Archives and Records Service of South Africa Act.

4.7. Human Resources

The service provider will be required to provide below resources:

- 4.7.1. One (1) Project Manager
- 4.7.2. One (1) Records Specialist
- 4.7.3. Two (2) Scanning Technicians
- 4.7.4. Two (2) Metadata & Indexing Specialists
- 4.7.5. One (1) System Developer/Technician
- 4.7.6. One (1) Trainer and support specialist.

The required resources and skills are as per table 1 below.

The service providers must provide Curriculum Vitae (CVs) of all proposed project personnel who will be responsible for the successful execution of the project as per the roles defined on Table 1 Below:

Required Resources	No. of Resources Required	Required Service	Required Skills Set	Years of Experience (Minimum)
Project Manager (Per activity)	One (1)	Project Management Services	• Qualification/Certificate in Project Management • Proven experience in ICT projects management for a minimum of 3 years.	3 years
Records Specialist (Per activity)	One (1)	Oversee records classification, metadata standards, Quality assurance and compliance with GCIS and national archival regulations.	• Qualification/Certificate in Archives and Records Management / Document and Information Management • Proven experience in records and information management, and archival system • Solid understanding of public sector records management frameworks and policies.	3 years
Scanning Technician s (full time per contract)	Two (2)	Prepare, scan, and process physical records while ensuring image quality and completeness. Configure PC and workstations with Scanner.	• Qualification/Certificate related to Records Management/ Archives and Records Management / Document and Information Management and Computer literacy • Digitisation/scanning certificate	3 years

Metadata & Indexing Specialists (full time per contract)	Two (2)	Tag, index, and validate metadata for accurate retrieval, integration, and archival and also Conduct quality checks on scanned images and metadata; compile quality assurance reports and recommend corrective actions	• Qualification in information management, records management or quality assurance • Demonstrated knowledge of metadata standards such as Dublin Core, ISO 23081, or MoReq, and hands-on experience applying metadata within document management systems. • With relevant experience in document verification and data accuracy validation.	3 years
System Developer for AtoM configurations and Support and Maintenance	One (1)	Implement and integrate the digitisation and archival systems, manage metadata mapping, and ensure secure data transfer and access control.	• Degree or certification in Information Technology, • With practical experience in Microsoft SharePoint Online, Microsoft 365 integration, • Experience with AtoM system configurations, customisation and implementation.	3 Years
Training and Support Specialist (Per activity)	One (1)	Prepare training materials and provide training on GCIS the Archival Management System and scanning machines	• Qualification or certification in user training, system administration, or IT support, • Proven skills and knowledge on Archival Management System • with experience in end-user training. • Compiling training materials	3 Years

4.7.7. Human resources provided by the service provider will later be released upon completion of the project. The relevant resources should be available when required and issued with instructions to perform the work for digitizing records and AtoM system support.

4.7.8. GCIS internal team will work together with the resources provided by the service provider for this project and records management perspective.

4.8. Maintenance and Support

- 4.8.1. The appointed service provider shall provide two (2) years of maintenance and support for all delivered components, including hardware, software, integrations, and related systems.
- 4.8.2. The appointed service provider shall perform regular quarterly system health checks, updates, and configuration changes for the AtoM Archival System to ensure continued system performance, stability, and security.
- 4.8.3. The appointed service provider shall provide technical and user support for the AtoM Archival System, scanning equipment, and all related software.
- 4.8.4. The appointed service provider shall apply required patches and updates to the AtoM system and maintain scanning equipment, and associated software to ensure continued optimal performance and availability.
- 4.8.5. The appointed service provider shall implement system enhancements in response to evolving GCIS business and operational requirements, subject to agreed change control processes.
- 4.8.6. Provide online and telephonic support to GCIS officials as per agreed SLA terms.

4.9. Project Documentation

The following documentation must be provided and approved for the project:

- 4.9.1. Project Charter and Plan
- 4.9.2. Records Assessment, digitisation procedures, and quality assurance documentation
- 4.9.3. System configuration, integration, and technical architecture documentation for digitising software and AtoM Archival System
- 4.9.4. User manuals, training materials, and training attendance records for document preparations, scanners, digitising software and AtoM Archival System
- 4.9.5. AtoM Archival System handover, maintenance and support
- 4.9.6. Maintenance and Support Plan
- 4.9.7. Final Project Close-Out Report

4.10. Bid Proposal

The service provider must provide a comprehensive proposal including the following in the proposal:

- 4.10.1. A company profile and a detailed proposal outlining the service provider's:
 - i. Years of experience the company has configured AtoM Archival System and implemented digitisation
 - ii. Past and current clients, especially for government departments
 - iii. Provide at least three contactable references where the digitisation services including the system AtoM have been used for similar purposes, at least one reference letter from a government department / non-profit organisation
- 4.10.2. The reference letters must be on past and current client's letterhead.

- 4.10.3. The service provider must provide the minimum IT requirements on end-user's PC for optimal functioning of the AtoM
- 4.10.4. CV's for Human Resources

The service provider must provide Curriculum Vitae's (CVs) with relevant qualifications/ certificates of the technical team that will be assisting GCIS in terms of technical support, highlighting their experience in working on the system. The following resources must be stated and their CV's attached to the proposal. Further to this the resources must possess the required skill set coupled by related qualifications with NQF level 5 or more.

- a) One (1) Project Manager
- b) One (1) Records Specialist
- c) Two (2) Scanning Technicians
- d) Two (2) Metadata & Indexing Specialists
- e) One (1) System Developer/ IT/System administrator for AtoM Archival System
- f) One (1) Trainer and support specialist

4.10.4.1. The prospective service provider should submit proposals with page numbers and check the page numbers to satisfy themselves that no pages are missing or duplicated. GCIS will not accept any liability arising from pages that are missing or duplicated. The prospective service provider is responsible for all the costs that shall be incurred during the preparation and submission of the bidding documents.

4.10.4.2. All the documentation submitted in response to this bid must be in English.

5. MONETARY (PRICING) LIMIT AND INVOICING

Prices must be provided for:

- 5.1. A fixed cost for two-year leasing three (3) Scanning machines (2 x Flatbed Scanners and 1 x Overhead Scanner) including maintenance;
- 5.2. A fixed cost for the Project: Digitisation of paper-based records
- 5.3. A fixed cost for AtoM configuration, implementation, system support and maintenance for two years
- 5.4. A fixed cost for training, prices must be quoted as Rand value and VAT inclusive. Prospective service providers must use the following format as per the table below for presenting the breakdown of the pricing information on the quotation. The total cost for the services required (including VAT) should take into consideration all the requirements of the services and products for a period of two (2) years.
- 5.5. **Prospective service provider to take into considerations escalation of prices when submitting final price/offer to the department. No further escalation will be considered during the running of the contract post award.**

Item No	Item Description	Qty/ Sessions	Year 1 Price	Year 2 Price	Total
1.	AtoM configurations and implementation		R	N/A	R
2.	AtoM support and maintenance		R	R	R
3.	Training		R	N/A	R
4.	Digitisation of paper-based records		R	R	R
5.	Rent Flatbed Scanners including Maintenance	2	R	R	R
6.	Rent Overhead Scanner including Maintenance	1	R	R	R
7.	File handling, cleaning, and preparation tools.		R	R	R
8.	Assessment of the GCIS records		R	N/A	R
Grand Total (VAT Inclusive)			R	R	R

5.6. Payment for service rendered will be managed over a two-year period and payments for services rendered will be made within 30 days of receiving the compliant invoice for the service after confirmation of the satisfactory delivery of the service.

6. SPECIAL CONDITIONS OF THIS BID

- 6.1. GCIS may before award or cancel this Request for Bid (RFB) due to:
 - 6.1.1. Changes circumstances where there is no longer a need for the services specified in the invitation and/or;
 - 6.1.2. Funds are no longer available to cover the total envisaged expenditure; and/or
 - 6.1.3. No acceptable offer is received; and/or
 - 6.1.4. There is a material irregularity in the RFB process and or specifications;
 - 6.1.5. GCIS reserves the right to reduce or increase the scope of work
- 6.2. GCIS may negotiate the price offered by the successful service provider/s if the price offered is deemed not market-related or may make use of alternative and or service provider/s who also provided offers for this RFB should the price offers be market related, or the service provider/s be willing to negotiate.
- 6.3. The contract will be constituted for a duration of two years. A service level agreement (SLA) will be signed between the successful bidding company and GCIS. The SLA must be in line with GCIS Supply Chain Management guidelines and Legal Services. Upon receipt of a written notification of the award letter, the awarded service provider will be required to sign a Service Level Agreement (SLA) with GCIS within 21 days of the award.
- 6.4. Supplier Performance Management is viewed by GCIS as a critical component in ensuring value for money and ensuring good supplier relations between GCIS

and all its suppliers. The SLA will also serve as a tool to measure, monitor and assess the supplier 's performance level and ensure effective delivery of service, quality and value-add to GCIS' business.

- 6.5. Only Service providers that comply with the requirements will be considered for evaluations.
- 6.6. Failure to comply with any condition of these Terms of Reference will invalidate the respective proposal.
- 6.7. Service providers must declare possible conflict of interest with the GCIS prior to the proposed appointment.
- 6.8. If any conflict of interest is discovered during the appointment, GCIS reserves the right to cancel the agreement.
- 6.9. GCIS reserves the right to cancel the appointment of a Service provider/s and remove such Service provider/s, if such Service provider/s do not meet the standards agreed upon and/or expected. Service providers will be given a written warning after the first service delivery failure and will be removed after the second service delivery failure in accordance with signed SLA.

6.10. Personnel Security Clearance

6.10.1 Company security screening: The supplier will be required to undergo a company security screening conducted by the State Security Agency (SSA). Should the SSA find the supplier not suitable after the conduct of the security screening, the business relationship will be terminated. The following documentation will be required for the company security screening process to be conducted:

- i. Copy of company registration documentation.
- ii. Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);
- iii. Copy of valid tax clearance certificate.

6.10.2 Security suitability check for individuals: GCIS may, at its own discretion and in line with its policies and procedures, require employees of the supplier to be subjected to a security suitability check before commencement of a project or delivering of a service. The security suitability check is conducted by SSA to ensure that individuals meet the minimum-security requirements and also to verify personal information. The supplier will be required to replace any employee(s) who is found to be not suitable after the conduct of the security screening. The following documentation will be required for the security suitability check:

- i. Copy of identity document.
- ii. Copy(ies) of qualification(s) if GCIS requires verification thereof.
- iii. Fingerprints – will be taken electronically.
- iv. Signed consent form for the conduct of background checks.

6.11 Confidentiality and non -disclosure conditions

6.11 .1 The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information

6.11.2 Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain, and which becomes available or accessible to a Party as a consequence of this Contract.

7. PROPOSAL SUBMISSION PROCESS

Submission from bidding service provider /s should be in the form of a proposal providing specific information based on the requirements and deliverables, System Functionality and configuration documentation and the evaluation criteria indicated above. The proposal/s must clearly reflect the costs (inclusive of VAT). Prospective service providers must refer to paragraph 4 of the specification on the requirements for costs.

All standard bidding documents should be fully and accurately completed and signed. These documents must be submitted together with the bid proposal/s of prospective service provider/s.

8. SPECIFIC/RDP GOALS INFORMATION AND DOCUMENTS TO BE SUBMITTED BY POTENTIAL SERVICE PROVIDERS WILL BE APPLICABLE.

SPECIFIC/RDP GOALS (Preference points)

In line with, the Preferential Procurement Regulations of 2022 and the GCIS Supply Chain Management policy, GCIS has identified the RDP goals that will be utilised for this RFB.

8.1.1.1 Promotion of enterprises that are 40% or more owned by women;

- I. To claim preference points in this regard, potential service providers / suppliers are to provide the following information.
- II. To claim preference points in this regard, potential service providers must submit a valid B-BBEE Certificate issued by an approved company, or a valid B-BBEE sworn affidavit also issued by the relevant authorities as per the legislative requirements.

8.1.1.2 Promotion of enterprises that are 20% or more owned by youth.

- I. To claim preference points in this regard, potential service providers / suppliers are to provide the following information.
- II. To claim preference points in this regard, potential service providers must submit a valid B-BBEE Certificate issued by an approved company, or a valid B-BBEE sworn affidavit also issued by the relevant authorities as per the legislative requirements.

8.1.1.3 Promotion of enterprises that are 20% or more owned by persons living with disabilities (PwD).

- I. To claim preference points in this regard, potential service providers / suppliers are to provide the following information.
- II. To claim preference points in this regard, potential service providers must submit a valid B-BBEE Certificate issued by an approved company, or a

valid B-BBEE sworn affidavit also issued by the relevant authorities as per the legislative requirements.

9. RETURNABLE DOCUMENTS FROM THE POTENTIAL SERVICE PROVIDERS

Standard Bidding Documents

The following documents must be fully and accurately completed, and signed by the duly authorised representative of the potential service provider:

- (I) SBD 1 – Invitation to Bid.
- (II) SBD 3.3 – Pricing schedule
- (III) SBD 4 – Service provider's disclosure.
- (IV) SBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations of 2022;
- (V) GCC initialled on every page and;
- (VI) Checklist.

Registration on the Central Supplier Database (CSD)

Potential Service providers / suppliers must be registered on the CSD and provide proof of CSD registration in a form of a MAAA number or CSD report. If a service provider is not registered, the service provider must complete the CSD registration of the company prior to submitting a proposal for this bid using the link: <https://secure.csd.gov.za/>.

It is the responsibility of the potential service providers to ensure that their companies are registered on the CSD prior to submitting their proposal.

10. BID EVALUATION PROCESS

GCIS has set minimum standards (Gates) that a service provider needs to meet in order to be evaluated and selected as a successful service provider. The minimum standards consist of the following:

Functional Evaluation Criteria (Gate 1)	Price and B-BBEE (Gate 2)
Service provider(s) are required to achieve a minimum functionality score of 60% or more. Service providers that scored 60% or more will move to the Gate:2 (price and points).	Service providers will be evaluated on price and B-BBEE. Service providers can only claim B-BBEE credential points provided they submit proof of a valid certified copy of B-BBEE certificate or a sworn affidavit indicating the service providers B-BBEE level contributor.

BID EVALUATION CRITERIA

10.1.1.1 Gate 1: Technical Evaluation Criteria

CRITERIA	DESCRIPTION	WEIGHT	VALUE
1 Relevant company experience	The service provider must provide a company profile demonstrating experience in implementing the proposed digitisation services, equipments and AtoM which meets GCIS requirements. The service provider must have a minimum of three (3) years' experience • 5 years and above (5 Points) • 4 years (4 Points) • 3 years (3 Points)	2	
2 System Functionality and configuration of AtoM	The service provider must submit AtoM system documentation that clearly demonstrates system functionalities and configurations. The document must include relevant screenshots as evidence that the system meets the requirements outlined in paragraph 4.6.1 (sections 4.6.1.1 to 4.6.1.14). Evaluation Criteria: • Functionalities meet all specified requirements and exceed expectations (5 Points) • Functionalities meet at least 12 requirements (4 Points) • Functionalities meet at least 8 requirements (3 Points) • Functionalities meet at least 6 requirements (2 Points) • Functionalities meet at least 4 requirements (1 Points) • No submission provided (0 Points)	20	
3 Contact References	The service provider must provide contactable references where the proposed services for digitisation, equipment and AtoM implementation have been implemented for their clients, at least one reference must be from the public sector during the past five (5) years: Evaluation Criteria: Table 2: Contactable Reference Information • 5 or more contactable references (5 Points) • 4 contactable references (4 Points) • 3 contactable references (3 Points)	5	

CRITERIA	DESCRIPTION	WEIGHT	VALUE
	• 2 contactable references (2 Points) • 1 contactable reference (1 Points) • Non-submission (zero point) Contactable Reference from Public Sector • 5 or more references from the public sector (5 Points) • 4 references from the public sector (4 Points) • 3 references from the public sector (3 Points) • 2 references from the public sector (2 Points) • 1 reference from the public sector (1 Point) • Non-submission (zero point)	5	
4 Capacity, skills and expertise of the required Human resources	Provide an overview of the project team structure and expertise, and the CVs for the project team members. The service provider must provide CVs of team, giving information on skills and years of experience. NB: The CVs submitted by the service provider will be evaluated separately. For the roles which require more than one resource, the final score will be calculated in average. If more CVs provided for the specific role, the best CV(s) for the role will be applied. Evaluation criteria: Evaluation of the CVs is based on qualifications, certifications, relevant experience, and demonstrated skills applicable to the project. 5 - Points CV provided demonstrates relevant qualifications and/or certifications, with more than six (6) years of relevant experience, and fully meets or exceeds all required skills and competencies for the role. 4 - Points CV provided demonstrates relevant qualifications and/or certifications, with four (4) to six (6) years of relevant experience and meets the required skills and competencies for the role. 3 - Points CV provided demonstrates partially relevant qualifications or certifications, with three (3) years of relevant experience and meets the required skills and competencies for the role.	23	

CRITERIA	DESCRIPTION	WEIGHT	VALUE
	3.1 One (1) Project Manager CV must have the required experience and skills as indicated on Table 1 Paragraph 4.5	(4)	
	3.2 One (1) Records Specialist CV must have the required experience and skills as indicated on Table 1 Paragraph 4.5	(4)	
	3.3 Two (2) Scanning Technicians CVs must have the required experience and skills as indicated on Table 1 Paragraph 4.5	(3)	
	3.4 Two (2) Metadata & Indexing Specialists CVs must have the required experience and skills as indicated on Table 1 Paragraph 4.5	(4)	
	3.5 One (1) System Developer CV for AtoM configuration must have the required experience and skills as indicated on Table 1 Paragraph 4.5	(5)	
	3.6 One (1) Trainer must have the required experience and skills as indicated on Table 1 Paragraph 4.5	(3)	
5 Digitisation equipment and scanning Machines	The service provider must submit verifiable evidence confirming their ability to supply, configure, and maintain all required digitisation equipment, including scanners, software, and supporting tools, in accordance with paragraph 4.1 Evaluation Criteria: 5.1) Fully compliant with all specified requirements, including provision of all equipment, full integration and additional features/equipment (5 Points) 5.2) Fully compliant with all specified requirements, including provision of all equipment and full integration (4 Points) 5.3) Supply of 3 scanners (2 x flatbed and 1 x overhead) with quality assurance features, digitisation handling tools, maintenance and support (3 Points)	25	
5 Project Management	Provide a high-level project plan addressing the records lifecycle management, and the archival process, as outlined in paragraph 4.3.	10	
6 Knowledge and skills transfer	6.1) Documentation as per paragraph 4.8 of the specifications	10	
	6.2) A detailed training programme/plan covering system functionality and the operation of digitising equipment.	(5) (5)	
	Total	100	

All prospective service providers are to ensure that they attend to all areas of the requirements of the specification including, information to be submitted and aspects of the bid evaluation criteria to avoid unnecessary loss of points during the evaluation process.

GCIS will assess the functionality of each proposal taking into account the following values:

TECHNICAL	WEIGHT	VALUE
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Values: 0 = Non submission **1** = Poor; **2** = Average; **3** = Acceptable; **4** = Very good; **5** = Excellent

The percentage for functionality will be calculated as follows:

$$\frac{A}{B} \times 100$$

B

Where:

A = total score of the proposal

B = maximum score, i.e. 500

Preferential Procurement and Evaluation Points

10.1.2 The proposal will be evaluated in terms of the Preferential Procurement Regulations of 2022 (PPR-2022) and the GCIS Supply Chain Management policy. The service providers will be evaluated in terms of the 80/20 preference point system, where 80 points for price and the 20 points for RDP/specific goals.

10.1.3 Service providers wishing to claim points in terms of the Preferential Procurement Regulations 2022 (PPR2022) should complete the SBD 6.1 and note the breakdown of points indicated on SBD 6.1.

10.1.4 Service providers who do not submit supporting documents for the preference points claimed will not be allocated points for the specific goals claimed as per below allocated points.

10.1.5 The breakdown of points for this phase will be as per the table below:

Area of evaluation	Points
1. Price	80
2. Promotion of enterprises that are 40% or more owned by women;	10
3. Promotion of enterprises that are 20% or more owned by youth	5
4. Promotion of enterprises that are 20% or more owned by persons living with disabilities	5
Total	100

11. INTELLECTUAL PROPERTY

The Supplier is responsible for all expenses and other liabilities in regard to Intellectual Property rights possessed or used by the Supplier in the performance of the Services rendered by it to the GCIS and subject to the terms of the SLA. The Supplier indemnifies the GCIS against any claims that may arise from the infringement of intellectual property rights of any third party in the performance of the Services to the GCIS.

The Supplier shall at any time furnish, on request, adequate security to the satisfaction of the GCIS for the payment of all such claims, which may arise, and costs, including attorney and client costs, in cases where proceedings are instituted against the GCIS in respect of the alleged breach of intellectual property rights.

The GCIS shall give the Supplier written notice of all such claims, actions, proceedings or suits alleging infringement or violation of any intellectual property rights. The Supplier shall furnish the GCIS with all reasonable assistance, furnish all reasonable information available to Supplier and the Supplier shall co-operate in every reasonable way to facilitate the defense and/or settlement of any such claim, action, proceeding or suit. The Supplier will reimburse the GCIS for all costs so incurred.

If the GCIS's use of Intellectual Property is enjoined or, in the opinion of the Supplier is likely to be enjoined, the Supplier will, at its expense and its option, either:

- a) Replace the affected service or other item furnished pursuant to the SLA with a suitable substitute, free of any infringement or violation;
- b) Modify it so that it will be free of the infringement or violation; or
- c) Procure for the GCIS a licence or other right to use it, provided that, if none of the foregoing options are practical, the Supplier will remove the enjoined Services or other item and refund to the GCIS any amounts paid to the Supplier without prejudice to any rights the GCIS may have.
- d) Any Intellectual Property created, conceived or developed by the Supplier during the implementation of the contract shall remain the sole and exclusive property of the GCIS.
- e) Both Parties' obligations in terms of this clause shall survive the completion or termination of the SLA.

12. POPI ACT

By submitting the tender documents, the Supplier agrees and consents in terms of paragraph 11(1) of the Protection of Personal Information Act, 2013 (POPIA), to your personal information which you provide to the GCIS being processed by the GCIS and its employees, agents, cabinet committees, and sub-contractors for procurement purposes, in accordance with the POPIA.

13. SUBMISSION OF PROPOSAL

All service providers must submit their proposals to GCIS tender box, all relevant documentation and forms attached to this bid, by no later than closing date 28 May 2026 at 11:00. Late and email submission will not be considered, and will be disqualified from the bidding process.

Postal address:

OR

Physical address

The Head: Supply Chain Management
GCIS
Private Bag X 745
Pretoria
0001

GCIS Head Office
Tshedimosetso House
C/O Francis Baard & Festival Str
Hatfield
Pretoria
0001

ENQUIRIES:

FOR SPECIFICATIONS-RELATED QUESTIONS ONLY

Contact Persons: Octovia Maripana
Tel: (012) 473-0031

Pinki Moepi
Tel: (012) 473 0257

BIDDING PROCEDURES ONLY

Contact Persons: Namane Mahlaba
Tel: (012) 473 0093

Lebogang Molayi
Tel: (012) 473-0143

APPROVED BY:

Mr Sathasivan Vandayar
Chairperson
Date:

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB 001 2026/2027	CLOSING DATE: 28 May 2026	120 DAYS	CLOSING TIME:	11:00
DESCRIPTION	PROCUREMENT OF DIGITISATION SERVICE FOR PAPER-BASED RECORDS OF GCIS FOR TWO (2) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GCIS Head Office					
Tshedimosetso House					
1035 C/O Francis Baard and Festival Streets					
Hatfield					
Pretoria					
0002					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NAMANE MAHLABA / LEOGANG MOLAYI		CONTACT PERSON	PINKI MOEPI / OCTOVIA MARIPANA	
TELEPHONE NUMBER	012 473 0093 / 0143		TELEPHONE NUMBER	012 473 0257 / 012 473 0031	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Namane@gcis.gov.za /Lebogangm@gcis.gov.za		E-MAIL ADDRESS	Pinki@gcis.gov.za / Octovia@gcis.gov.za	
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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	
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, 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).**

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)

DATE:

.....

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: ...RFB 001 2026/2027
CLOSING TIME 11:00	CLOSING DATE 28 May 2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)
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PROCUREMENT OF DIGITISATION SERVICE FOR PAPER-BASED RECORDS OF GCIS FOR TWO (2) YEARS

1. The accompanying information must be used for the formulation Of proposals.
2. Bidders are required to indicate a ceiling price based on the total Estimated time for completion of all phases and including all Expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

- 5.1 Travel expenses (specify, for example rate/km and total km, class Of air travel, etc.). Only actual costs are recoverable. Proof of the Expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----			R.....
-----			R.....
-----			R.....
-----			R.....

TOTAL: R.....

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

Bid No.:

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, e.g. three Star hotel, bed and breakfast, telephone cost, reproduction cost, Etc.). On basis of these particulars, certified invoices will be checked For correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....

TOTAL: R.....

6. Period required for commencement with project after Acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.
-
-
-

Any enquiries regarding bidding procedures may be directed to the –

GCIS
Tshedimosetso House Building
1035 Francis Baard Street
Hatfield

For bidding information

Namane Mahlaba / Lebogang Molayi
Tel: 012 473 0093 / 012 473 0143

Or for technical information
Pinki Moepi / Octovia Maripana
012 473 0257 / 012 473 0031

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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:

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

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of enterprises that are 40% or more owned by women;		10		
Promotion of enterprises that are 20% or more owned by youth		5		
Promotion of enterprises that are 20% or more owned by persons living with disabilities		5		

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:	
	
	
	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	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.

Js General Conditions of Contract (revised July 2010)