



**Annexure 1: Bid Specification**

|  |  |
| --- | --- |
| **RFB REF. NO:** | **RFB 3144-2025** |
| **DESCRIPTION** | **Procurement of Kofax Scanning Software Licenses, Professional Services, Maintenance and Support of the Kofax Product for the Department of Defence (DOD) South African Military Health Service (SAMHS) for a Period of Three (3) Years.** |
| **PUBLICATION DATE** | **10 September 2025** |
| **VIRTUAL BRIEFING SESSION** | **Compulsory Virtual Briefing Session**  **Date: 19 September 2025**  **Time: 11:00am**  **Venue: [Join the meeting now](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjYwNThhMjUtMTc1My00ZjU2LTllYTItNmUyZjUyNzE0ZWZj%40thread.v2/0?context=%7b%22Tid%22%3a%2248cd5724-88c7-48c3-a665-945436edd7fc%22%2c%22Oid%22%3a%22d9b1bddc-9f63-4548-84d5-5f08fae64bbb%22%7d" \o "Meeting join link" \t "_blank)**  **Meeting ID: 310 686 162 584**  **Passcode: 9uv62SY9** |
| **CLOSING DATE FOR QUESTIONS AND ANSWERS** | **26 September 2025** |
| **RFB CLOSING DETAILS** | **DATE: 06 October 2025**  **TIME: 11:00am (SOUTH AFRICAN TIME)**  **PLACE: Tender Office, 459 Tsitsa Street, Erasmuskloof, Pretoria, 0105** |
| **PUBLIC OPENING OF RFB RESPONSES** | **N/A** |
| **RFB VALIDITY PERIOD** | **200 Days** |

**NOTE: PROSPECTIVE BIDDERS MUST BE REGISTERED ON NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING BIDS.**

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# Purpose and Background

## Purpose

The purpose of this RFB is to invite Bidders (hereinafter referred to as “bidders”) to submit bids for the provisioning of Kofax scanning Software licenses, Professional services, maintenance and support for the period of three years for the South African Military Health Service (SAMHS).

## Background

The Kofax station and volume licenses were bought as part of the project. SAMHS bought 6.3 million Kofax volume licenses (this is the number of pages that can be scanned within one (1) year). The total number of Kofax volume licenses are allocated automatically on an annual basis on the 1st of January every year. Although there is currently no contract in place, scanning at the Scanning departments continues. However, there is no maintenance or support available on the Kofax product. Upgrades can also not be done by a reseller until a new contract is in place.

# Scope of Bid

## Scope of Work

The scope of work for the bidders is as follows:

1. Provide thirty-five (35) Kofax Capture Station licenses, consisting of:
   * 1. One (1) Kofax Administration license.
     2. Six (6) Kofax site server licenses.
     3. Twenty-eight (28) Kofax Capture Station licenses for users.
2. Provide two and a half million (2.5 million) Kofax Capture Volume licenses per year.
3. Provide eight (8) Kofax Virtual ReScan (VRS) Elite Production licenses.
4. Installation and activation of the Kofax licenses:
   * 1. Thirty-five (35) Kofax Capture Station licenses, consisting of:

* One (1) Kofax Administration license.
* Six (6) Kofax site server licenses.
* Twenty-eight (28) Kofax Capture Station licenses for users.
  + 1. Two and a half million (2.5 million) Kofax Capture Volume licenses per year.
    2. Eight (8) Kofax Virtual ReScan (VRS) Elite Production licenses.

1. Provide maintenance and support of the KOFAX product based on the subscription licensing model for a period of three (3) years. The maintenance contract with Kofax must include upgrades of the product to the latest version, for example bug fixes and improvements to the core Kofax product. The installation at one of the sites (Lyttelton) was not completed and must still be completed. The current Kofax License Serial numbers are ZA02525 and ZA00120. Contract ID: 500218.
2. Provide maintenance and support on the Kofax VRS Elite Production licenses for a period of three (3) years.
3. Professional services by a certified reseller of the Kofax product that is used by the six scanning sites within SAMHS. Issues will be resolved via email, phone or visits from Kofax Certified Technical Support experts. For reactive support, maintenance and ad-hoc services that may arise from time-to-time, the total amount of hours spent must not exceed thirty-two (32) man days for a three (3) year period. The number of days to be requested from the supplier as follows:
   * 1. Year one (1) of the contract: sixteen (16) days. This is to address the problems currently experienced at the scanning departments of two of the scanning sites. (Thaba Tshwane and Wynberg)
     2. Year two (2) of the contract: eight (8) days.
     3. Year three (3) of the contract: eight (8) days.
4. Provide professional services (preventative maintenance and management reporting) on a quarterly basis, including:
   * 1. Performing pro-active maintenance on the production environments.
     2. Provide a health check report detailing the support tickets logged for the quarter, summary of server health; SLA contract status; detailed health check findings per site and Kofax licensing information; and
     3. Participate in meetings with SITA and the DOD to discuss the health status report.
5. Transitioning Out service for handover at the end of the contract.

**Note:**

The virtual Kofax Administration server was upgraded to Kofax 11.0.1.1. The scanning sites were being migrated to the new virtual server one site at a time. All the scanning sites, except for one scanning site in Lyttelton, have been upgraded to Kofax 11.1.0.0.0.459. The installation was started at the one scanning site but is not completed.

## Delivery address

The address where the required goods / services / works must be delivered is

|  |  |
| --- | --- |
| **No** | **Physical Address** |
|  | SITA Erasmuskloof, 459 Tsitsa Street, Erasmuskloof, Pretoria, Gauteng |
|  | Thaba Tshwane, Pretoria – This will only be for testing of changes or upgrades to the product |

## Customer Infrastructure and environment requirements

The SAMHS is currently using Kofax Server Solution, including Virtual ReScan (VRS), as part of its digital scanning solution at six (6) scanning sites (see diagram below). The six scanning sites within SAMHS are located throughout the country. The SAMHS digital scanning solution was implemented in Thaba Tshwane, Simonstown, Lyttelton (two (2) sites), Bloemfontein and Wynberg. Clinical records of patients are scanned using the Kofax product.

**The Kofax Server Solution includes:**

1. A virtual Kofax Administration server situated on Hyper Converged Infrastructure at the primary data centre in Pretoria and is used to allocate licensing volumes to the various scanning sites.
2. A Kofax local server at every scanning site, connecting to the primary virtual Kofax Administration server.
3. Five (5) VRS stand-alone licenses; and
4. Three (3) VRS server licenses.
5. The volumes available are 6.3 million pages.
6. The Kofax License Serial numbers are ZA02525 and ZA00120. Contract ID: 500218.
7. The current available volumes must remain in-tact.
8. SAMHS has a single Kofax Maintenance contract for an Enterprise-wide solution.

Virtual KOFAX Admin Server, Pretoria

Scanning site – 1, Thaba Tshwane

(2 scanners)

Scanning site – 6,

Lyttelton

(1 scanner)

Scanning site – 5, Wynberg

(1 scanner)

Scanning site – 4,

Bloemfontein

(1 scanner)

Scanning site – 2,

Simonstown

(1 scanner)

Scanning site – 3, Lyttelton

(1 scanner)

The virtual Kofax Administration server was upgraded to Kofax 11.1.0.0.0.459. The scanning sites were being migrated to the new virtual server one site at a time. The installation at one of the sites (Lyttelton) was not completed and must still be completed.

There is currently a problem at two (2) sites – Thaba Tshwane and Wynberg, whereby the SQL table that stores the digital scanning stats, is full at each site and no scanning can be done at the two scanning sites.

The serial number and product codes for the VRS Elite Production licenses that are operational currently, are:

1. GB05637, CE4HL56BY.
2. GB05638, G6AHX8ZW3.
3. GB05639, 87354B432.
4. BG05640, 5SUNBHFHF.
5. GB05641, 8WSJ57VS3.
6. GB05795, U28V77NY3.
7. GB05796, 6DR3D9UCW.

# Requirements

## Product / Service / Solution Requirements

The following is required:

1. Provide thirty-five (35) Kofax Capture Station licenses, consisting of:
   * 1. One (1) Kofax Administration license.
     2. Six (6) Kofax site server licenses.
     3. Twenty-eight (28) Kofax Capture Station licenses for users.
2. Provide two and a half million (2.5 million) Kofax Capture Volume licenses per year.
3. Provide eight (8) Kofax Virtual ReScan (VRS) Elite Production licenses.
4. Installation and activation of the Kofax licenses:
   * 1. Thirty-five (35) Kofax Capture Station licenses, consisting of:
5. One (1) Kofax Administration license.
6. Six (6) Kofax site server licenses.
7. Twenty-eight (28) Kofax Capture Station licenses for users.
   * 1. Two and a half million (2.5 million) Kofax Capture Volume licenses per year.
8. Eight (8) Kofax Virtual ReScan (VRS) Elite Production licenses.
9. Provide maintenance and support of the KOFAX product based on the subscription licensing model for a period of three (3) years. The maintenance contract with Kofax must include upgrades of the product to the latest version, for example bug fixes and improvements to the core Kofax product.

Note: All the scanning sites, except for one scanning site in Lyttelton, have been upgraded to Kofax 11.1.0.0.0.459. All scanning sites to be upgraded to the latest version on a continuous basis.

1. Provide maintenance and support on the Kofax VRS Elite Production licenses for a period of three (3) years.
2. Professional services by a certified reseller of the Kofax product. Issues will be resolved via email, phone or visits from Kofax Certified Technical Support experts. For reactive support, maintenance and ad-hoc services that may arise from time-to-time, the total amount of hours spent must not exceed thirty-two (32) man days for a three (3) year period. The number of days to be requested from the supplier as follows:
   * 1. Year one (1) of the contract: sixteen (16) days. This is to address the problems experienced at the two scanning departments (Thaba Tshwane and Wynberg).
     2. Year two (2) of the contract: eight (8) days.
     3. Year three (3) of the contract: eight (8) days.
3. Provide professional services (preventative maintenance and management reporting) on a quarterly basis, including:
   * 1. Performing pro-active maintenance on the production environments.
     2. Provide a health check report detailing the support tickets logged for the quarter, summary of server health; SLA contract status; detailed health check findings per site and Kofax licensing information; and
     3. Participate in meetings with SITA and the DOD to discuss the health status report.

## Service Elements

### Fault logging management

1. SITA will adhere to the Suppliers Incident/Problem/Change logging processes.
2. To understand and resolve the Fault in the most expedient way possible it is important that SITA gather information about the problem and have it on hand when discussing the issue with the Service Provider’s Support Agent.

# Bid Evaluation Stages

The bid evaluation process consists of four stages, according to the nature of the bid. A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

Table 1: Bid Evaluation Stages

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid YES/NO** |
| Stage 1 | Mandatory Administrative Responsiveness | YES |
| Stage 2 | Technical Mandatory Responsiveness | YES |
| Stage 3 | Special Conditions of Contract verification | YES |
| Stage 4 | Price and Preference Points Evaluation | YES |

## Mandatory Administrative responsiveness (Stage 1)

### Attendance of briefing session

1. A **compulsory virtual briefing session** will be held. The bidder must sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder’s response document. Any bidder who fails to attend the compulsory briefing session will be disqualified.

### Registered Supplier

1. Only responses from bidders who are registered as a Supplier on National Treasury’s Central Supplier Database (CSD) in terms of National Treasury’s Instruction Note 4A of 2016/17 will be considered for award on this RFB.
2. In the case of joint ventures or consortiums the bidder must demonstrate that at least one of the parties to the bid response attended the briefing session.

## Technical returnable documents

### Instruction and evaluation criteria

1. The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
2. The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
3. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid response to proceed to the next stage of the evaluation.

### Technical mandatory requirements (Stage 2)

Table 2: Technical Mandatory Requirements

| **Mandatory Requirements** | **Substantiating evidence of compliance (used to evaluate bid)** | **Evidence reference (to be completed by bidder)** |
| --- | --- | --- |
| **1. Bidder Certification/ Affiliation Requirements** | | |
| The bidder must be accredited with the OEM/OSM as a reseller to provide Kofax solution. | Attach to **ANNEX A**, a copy of valid certificate as proof that the bidder is accredited with the OEM/OSM as a reseller to provide Kofax solution.  **The certificate must have the following information:**   1. The bidder’s name, 2. Confirmation that the bidder is an accredited reseller of the Kofax Solution. 3. Date on which the certificate was issued.   **NOTE (1):**  SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.1**> |
| **2. Bidder Experience and Capability Requirements** | | |
| The bidder musthave provided professional services, maintenance and support including software licenses of Kofax solution to at least one (1) customer in the last five (5) years from publication date of this bid. | Provide to **ANNEX A**, reference details and reference letter/s from at least one (1) customer to whom professional services, maintenance and support including software licenses of KOFAX Solution was delivered in the last five (5) years from publication date of this bid.  **NOTE (1):**  The Bidder **must provide all** of the following information when completing **Table 6:**   1. Company name; and 2. Contact person, telephone **and/or** e-mail address; **and** 3. Project scope of Work; **and** 4. Project start and End date.   **NOTE (2):**  The reference letter/s should be on a company letterhead and include all of the following information:   1. Company Name; and 2. Contact person, telephone and/or e-mail address; and 3. Project scope of Work; and 4. Project start and End date.   **NOTE (3):**  Failure to complete **Table 6** fully and to submit reference letters as indicated above will result in disqualification.  **NOTE (4):**  SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.2, table 6** |
| **3.Special Conditions of Contract Verification** | | |
| Bidder must accept ALL the Special Conditions of contract. | The Bidder must accept ALL the Special Conditions of Contract by completing and signing the declaration of Acceptance in the Declaration of Compliance and Acceptance under the Special Conditions (**Section 4.3.2**).  **NOTE (1):**  Failure to accept ALL the Special Conditions of Contract will result in disqualification. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.3** |

## Special Conditions of Contract Verification (Stage 3)

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
2. SITA reserves the right to:
   1. Negotiate the conditions; or
   2. Automatically disqualify a bidder for not accepting these conditions.
3. In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 4.3. (b) above.

### Special Conditions of Contract

#### Contracting Conditions

1. **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
2. **Right to Audit** - SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

#### Delivery Address

1. The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address.

#### Services and Performance Metrics

* 1. The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):

| **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  | | |
|  | Provide, install and activate thirty-five (35) Kofax Capture Station licenses, consisting of:   1. One (1) Kofax Administration license. 2. Six (6) Kofax site server licenses. 3. Twenty-eight (28) Kofax Capture Station licenses for users. | Within three (3) weeks from issuing of Purchase Order. |
|  | Provide, install and activate two and a half million (2.5 million) Kofax Capture Volume licenses per year. | Within three (3) weeks from issuing of Purchase Order. |
|  | Provide, install and activate eight (8) Kofax Virtual ReScan (VRS) Elite Production licenses | Within three (3) weeks from issuing of Purchase Order. |
|  | Provide maintenance and support of the Kofax product. The maintenance shall include upgrades of the product, for example bug fixes and improvements to the core Kofax product.  Note: All the scanning sites, except for one scanning site in Lyttelton, have been upgraded to Kofax 11.1.0.0.0.459.  All scanning sites to be upgraded to the latest version on a continuous basis. | Upgrades to be done whenever a new version is released during the three (3) year contracting period. Upgrades will only be done to production after thorough testing by SITA/DOD. |
|  | Provide maintenance and support on the Kofax VRS Elite Production licenses for a period of three (3) years. The maintenance shall include upgrades of the product, for example bug fixes and improvements. | Upgrades to be done whenever a new version is released during the three (3) year contracting period. Upgrades will only be done to production after thorough testing by SITA/DOD. |
|  | Provide professional services technical production support (end user support) on an ad hoc basis. Issues will be resolved via email or telephone, failing which it must be provided from the SITA offices at Erasmuskloof, by trained Technical Support experts. For reactive support, maintenance and ad-hoc services that may arise from time-to-time, the total amount of hours spent must not exceed thirty-two (32) man days for a three (3) year period. The number of days to be allocated as follows:   1. Year one (1) of the contract: sixteen (16) days. This is to address the problems experienced at the two scanning departments (Thaba Tshwane and Wynberg). 2. Year two (2) of the contract: eight (8) days. 3. Year three (3) of the contract: eight (8) days.   Provision for S&T must be made for a maximum of 32 trips over the three (3) year period. S&T must be in accordance with National Treasury rates, which will be provided at the time of the bid. S&T can only be claimed for actual trips and must be invoiced after the trip.  It must be clearly stipulated how the S&T will be recovered. | As and when support is required by SITA/DOD during the three (3) years contracting period, as per the service and performance metrics table in paragraph 4.3.1.3 (b). |
|  | Provide professional services (preventative maintenance and management reporting) on a quarterly basis, including:  Performing pro-active maintenance on the production environments.  Provide a health check report detailing the support tickets logged for the quarter, summary of server health; SLA contract status; detailed health check findings per site and Kofax licensing information. The template will be provided on point of contracting, which must be formally signed off; and  Participate in meetings with SITA and the DOD to discuss the health status report.  S&T must be included in the amount. S&T includes obtaining the data for the report from SITA Erasmuskloof, once per quarter over the three (3) year period, and one meeting per quarter over the three (3) year period. S&T must be in accordance with National Treasury rates, which will be provided at the time of the bid.  It must be clearly stipulated how the S&T will be recovered. | Every quarter. First quarter will be three months after the signing of the contract/ agreement.  Refer to paragraph 4.3.1.4 (a and b) for delivery timelines for obtaining of data and providing the report.  Meetings must be attended on a quarterly basis. |

* 1. The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

| **SBS** | **Service Element** | **Service Grade** | **Service Level** |
| --- | --- | --- | --- |
|  | Call Centre | Normal | 8h x 5days, Monday – Friday,  08:00 – 16:30 |
|  | Incident Response | Normal | Maximum 4 hours |
|  | Incident Repair time | Normal | Maximum 24 hours |
|  | Standards software upgrades and/or updates | Normal | Upgrades to be done whenever a new version is released during the three (3) year contracting period. Upgrades will only be done to production after thorough testing by SITA/DOD. |

#### Supplier Performance Reporting

1. The bidder will be required to submit quarterly Health check reports containing the minimum information (detailing the support tickets logged for the quarter; summary of server health; SLA contract status; detailed health check findings per site; Kofax licensing), the template will be provided on point of contracting, which must be formally signed off. Data must be obtained during the last week of the quarter, and the report must be provided within 5 working days to be reviewed by SITA/DOD.
2. The bidder will be required to attend quarterly meetings with SITA and DOD representatives. SITA representatives will schedule the meeting. This will be two (2) working days after the report has been received.

#### Certification, Expertise and Qualification

1. The bidder certifies that:
   1. it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition
   2. it is committed to provide the Products or Services; and
   3. perform all obligations detailed herein without any interruption to the Customer
   4. it has been certified for the Products and Services required
2. The supplier must provide the service in a professional and timely manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services.
3. The supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.
4. Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work. The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer.
5. Professional Services. The bidder must be an authorised reseller of the Kofax product and must have the necessary skills to undertake the work required in terms of the Statement of Work.

#### Logistical Conditions

1. **Hours of Work**
   1. Office hours are defined as business working hours of the customer and is Mondays to Fridays between 08:00 and 16:30
2. **Client environment**

In the event that SITA/DOD grants the Supplier permission to access SITA/DOD’s Environment including hardware, software, data, and/or telecommunication facilities, the Supplier must adhere to SITA/DOD’s relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.

1. **Tools of Trade**

The Supplier is expected to use its own resources (cell phone, laptops etc) to communicate with its on offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.

1. **Support and Help Desk**

The Supplier must provide a support/help desk, to which all support requirements must be reported to, in order to ensure that appropriate action is taken by the Supplier.

#### Company and Personnel Security Clearance requirements

1. **Company security screening: The Bidder may 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:**
   1. **Copy of company registration documentation.**
   2. **Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);**
   3. **Copy of valid tax clearance certificate.**
2. **Security suitability check for individuals: SITA 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 SITA in order 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:**
   1. **Copy of identity document.**
   2. **Copy(ies) of qualification(s) if SITA requires verification thereof.**
   3. **Fingerprints – will be taken electronically.**
   4. **Signed consent form for the conduct of background checks.**
3. **Security clearance: A security clearance, issued by either the SSA or Defence Intelligence (DI) is required if any employee of the supplier will have or may gain access to classified information throughout the duration of the project or in the process of delivering a service. The level of security clearance required – Confidential, Secret or Top Secret, will be determined at the sole discretion of SITA. The supplier will have to replace any employee who do not qualify for a security clearance or is found not suitable by the SSA or DI. The following documentation will be required for the security clearance process:**
   1. **Completed Z204 or DD1057 security clearance application form.**
   2. **Fingerprints.**
   3. **Personal documentation of the applicant, including but not limited to, identity document, passport, marriage certificate (if applicable), divorce order (if applicable), qualifications, salary advice and bank statements.**

#### Confidentiality and non -disclosure conditions

1. The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information
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, including information or data which is prohibited from disclosure by virtue of:
   1. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
   2. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract.
   3. being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality.
   4. being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party.
   5. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person.
   6. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party.
   7. being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
   8. being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
   9. information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
3. Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure.
4. Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute.
5. Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

#### Guarantee and warranties

1. The supplier confirms that:
   1. The warranty of goods supplied under this contract remains valid for the duration of the contract after the goods were delivered, installed and commissioned with a sign off, including the clients signature
   2. as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever.
   3. the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period.

#### Intellectual Property Rights

1. SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
   1. termination or expiration date of this Contract.
   2. the date of completion of the Services; and
   3. the date of rendering of the last of the Deliverables
2. If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control
3. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
4. Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier’s pre-existing Intellectual Property that is used or supplied in connection with the Products or Services
5. Provide SITA with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance).

#### General

1. The supplier will be bound by Government Procurement: General Conditions of Contract.
2. (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
3. SITA reserves the right to:
   1. Negotiate the conditions, or
   2. Automatically disqualify a bidder for not accepting these conditions, or
   3. Before entering into a contract, conduct or commission an external service provider to audit or conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.

#### Counter Conditions

1. Bidders’ attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

#### Fronting

1. The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA will not condone any form of fronting.
2. The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

#### Business Continuity and Disaster Recovery Plans

1. The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder’s operations, regardless of the cause of the disruption.

#### Supplier Due Diligence

1. SITA reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced / non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

#### Preference Goal Requirements conditions

1. The Bidder’s commitment for the Preference Goal Requirements in this tender will be legally binding and the Bidder needs to perform against their commitment for the duration of the contract which will form part of the Contractual Agreement.
2. The Bidder must sustain or improve the company’s BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
3. Performance of Preference Goal Requirements will be determined annually. Bidders must submit their Preference status report indicating progress against the Bidder’s Preferential commitments within 30 days of the yearly anniversary of the contract.
4. Bidders need to keep auditable substantive records / evidence and upon request by SITA/Department must be made available for audit and, or due diligence purposes.
5. SITA reserves the right to require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
6. SITA reserves the right to verify information / evidence provided by the Bidder.
7. SITA/Department reserves the right to introduce a **penalty of 1%** of the overall annual year spent by SITA/Department for the prior year if the Bidder fails to comply to **paragraphs (a), (b) and (c) above**.

### Declaration of compliance and acceptance SCC

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par 4.3.1 above and shall comply with all stated obligations:

Name of Bidder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Costing and Preference Points Evaluation (Stage 4)

### Costing and Preference Evaluation

1. In terms of the SITA Preferential Procurement Policy (PPP), the following preference point system is applicable **for this** Bid:
   1. the 80/20 system (80 Price, 20 Specific Goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
2. The Bidder must complete **the 80/20 preference point system** based on the offer submitted by the Bidder and submit proof of documentation required in terms of this tender.
3. Points will be allocated for each of the **Preferential Goal Requirements** for this tender as indicated in **table 4.**
4. Points for this tender shall be awarded for:
   1. Price; and
   2. Preference points for specific goals.

Table 3: Points allocation

|  |  |
| --- | --- |
| **Description** | **Points** |
| Price | 80 |
| Preference points for specific goals | 20 |
| Total points for Price and preference points for specific goals | 100 |

### Costing and Pricing Conditions

1. **South African Pricing**

The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

1. **Total Price**
   1. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
   2. All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
   3. All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, Bidders will be required to supply these accessories at no cost to the client.
   4. All maintenance service costs are inclusive of traveling, labour, material, spares, tools, accessories and consumables. The Rate must include the specified service pack, and to perform the specified services.
   5. All the maintenance services will be on work order basis and actual quantities might change.
   6. SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities
2. These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.
3. The bidder must complete the declaration of acceptance as per **par 4.4.5** below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
4. **Rate of Exchange Pricing Information**

Provide the TOTAL BID PRICE for the duration of Contract and clearly indicate the Local Price and Foreign Price, where –

1. **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and.
2. **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
3. **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.

### Bid Exchange Rate Conditions

The bidders must use the exchange rate provided below to enable SITA to compare the prices provided by using the same exchange rate:

|  |  |
| --- | --- |
| **Foreign currency** | **South African Rand (ZAR) exchange rate** |
| 1 US Dollar | **R17.72** |
| 1 Euro | **R20,62** |
| 1 Pound | **R23,74** |

**Note (1):**

This bid is subject to ROE.

### Bid Pricing Schedule

* 1. Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided and upload this as part of their submission. The Excel spreadsheet consist of one (1) Sheets:

### Declaration of Acceptance

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in **par 4.4.2** above by indicating with an “X” in the “ACCEPT ALL” column, or 2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in **par 4.4.2** above by -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and.    2. Provide reason and proposal for each of the condition not accepted. |  |  |
| **Comments by bidder:**  Provide the condition reference, the reasons for not accepting the condition. | | |

## Preference Requirements

1. The bidder must complete in full all the PREFERENCE requirements.
2. Allocation of points per requirements:The points allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each PREFERENCE requirement as per the criteria set in **table 5** based on the offer submitted by the Bidder.
4. **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as “NOT COMPLY”. The evidence needs to be attached to **Annex A**.
5. **Preference Goal Requirements**
   1. The applicable Preference Point system for this tender and points claimed is **80/20**.
   2. The specific Preferential Goal Requirements for this tender is indicated in **Table 4** below.
   3. Failure on the part of a bidder to **complete 80/20** preference point systems and submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements**, will be interpreted to mean that preference points for specific goals are not claimed.
   4. The Bidder **must** indicate how they claim points **for each of the preference points**.
   5. Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
   6. The Bidder’s **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
   7. The Bidder **must sustain, or improve** the company’s BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
   8. **Performance of Preference Goal Requirements will be determined annually**. Bidders must submit their Preference status report indicating progress against the Bidder’s Preferential commitments within 30 days of the yearly anniversary of the contract.
   9. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
   10. **SITA reserves the right** **to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
   11. **SITA reserves the right to** verify information / evidence provided by the Bidder.
   12. **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to paragraphs (g), (h) and (i) above.

Table 4: Preference Goal Requirements (Specific Goals)

| **Preference Goal Requirement #** | **Preferential Goal Requirements** | **Preferential Goal Requirements** | |
| --- | --- | --- | --- |
|  | **Preferential Goal Requirements allocated for this tender** | **Substantiating evidence and evidence reference to be completed by bidder.  Evaluation per requirement: Each requirement indicated in the table below must be completed and points will be allocated based on the evidence required below** | **Evidence Reference** |
|  | **B-BBEE Requirements** |  | |
| 1) | **B-BBEE Requirements**  Promotion of Transformational Objectives. | **Evidence:** The Bidder must provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for:   1. **Columns A, B, C and D in table 5**   Copy of relevant proof of the following to confirm the B-BBEE status of the contributor as defined in the Broad-Based Black Economic Empowerment Act:   * + - * 1. ***B-BBEE certificate*** *(from a SANAS Accredited Agency/ the department.*   **or**  ***Sworn affidavit*** in the format provided by CIPC - ***Applicable to EMEs and QSEs only.***  **and/ or**   1. **Column D in table 5**   Copy of ***South African Identification Document (ID)***; **and/ or**   1. **Column E in table 5**   Copy of ***Medical Certificate*** ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.  **Note:**  The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.  **Points allocation:** Points will be allocated for bidders that meets the requirements as indicated in **table 5.** | <provide unique reference to locate the substantiating evidence in the bid response – **Annex A, par 5.4**> |

Table 5: B-BBEE Points as part of the Preference Goal requirements (Preferential Goal Requirements for (80/20) system)

**Note: Bidder to select the section for points they wish to claim (Mark as Y=Yes) in the table below.**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Ownership** | | | |  |  |  |
|  | **Reference #** | **Contributor Level as defined in the Broad-Based Black Economic Empowerment Act** | **EME/QSEs** | **Black Owned (BO) (51% or more)** | **Black Woman Owned (BWO) (More than 30%)** | **Youth Owned** | **Owned by People living with disabilities** | **Score** | **Bidder to select the section for points they wish to claim (Mark as Y= Yes)** |  |
|  |  |
|  |  |  | **(A)** | **(B)** | **(C)** | **(D)** | **(E)** | **(F)** |  |  |
|  | **1** | **Level 1** | **6** | **4** | **4** | **4** | **2** | **20** |  |  |
|  | **2** | **Level 1** | **6** | **4** | **2** | **2** | 0 | **14** |  |  |
|  | **3** | **Level 1** | **6** | **4** | **2** | 0 | 0 | **12** |  |  |
|  | **4** | **Level 1** | **6** | **4** | 0 | 0 | 0 | **10** |  |  |
|  | **5** | **Level 2 and 3** | **4** | **2** | **1** | **1** | **1** | **9** |  |  |
|  | **6** | **Level 2 and 3** | **4** | **2** | **1** | **1** | 0 | **8** |  |  |
|  | **7** | **Level 2 and 3** | **4** | **2** | **1** | 0 | 0 | **7** |  |  |
|  | **8** | **Level 2 and 3** | **4** | **2** | 0 | 0 | 0 | **6** |  |  |
|  | **9** | **Level 4 and 5** | **2** | **1** | **0,5** | **0,5** | **0,5** | **4,5** |  |  |
|  | **10** | **Level 4 and 5** | **2** | **0,5** | **0,5** | **0,5** | 0 | **3,5** |  |  |
|  | **11** | **Level 4 and 5** | **2** | **0,5** | **0,5** | 0 | 0 | **3** |  |  |
|  | **12** | **Level 4 and 5** | **2** | **0,5** | 0 | 0 | 0 | **2,5** |  |  |
|  | **13** | **Level 6** | 0 |  | 0 | 0 | 0 | **0** |  |  |
|  | **14** | **Level 7** | 0 |  | 0 | 0 | 0 | **0** |  |  |
|  | **15** | **Level 8** | 0 |  | 0 | 0 | 0 | **0** |  |  |
|  | **16** | **Non-Contributor** | 0 |  | 0 | 0 | 0 | **0** |  |  |
|  | **Total Maximum Score Allocation:** | | **20** |  |  |  |  |  |  |  |

1. Bidder substantiating evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification / Affiliation Requirements

Attach a copy of valid certificate as proof that the bidder is accredited with the OEM/OSM as a reseller to provide Kofax solution **here.**

**The certificate must have the following information:**

a. The bidder’s name,

b. Confirmation that the bidder is an accredited reseller of the Kofax Solution.

c. Date on which the certificate was issued.

**NOTE (1):**

SITA reserves the right to verify information provided.

## Bidder Experience and Capability Requirements

Provide reference details and reference letter/s from at least one (1) customer to whom professional services, maintenance and support including software licenses of KOFAX Solution was delivered in the last five (5) years from publication date of this bid **here**.

**NOTE (1):**

The Bidder **must provide all** of the following information when completing **Table 6:**

1. Company name; and
2. Contact person, telephone **and/or** e-mail address; **and**
3. Project scope of Work; **and**
4. Project start and End date.

**NOTE (2):**

The reference letter/s should be on a company letterhead and include all of the following information:

1. Company Name; and
2. Contact person, telephone and/or e-mail address; and
3. Project scope of Work; and
4. Project start and End date.

**NOTE (3):**

Failure to complete **Table 6** fully and to submit reference letters as indicated above will result in disqualification.

**NOTE (4):**

SITA reserves the right to verify information provided.

Table 6: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company Name** | **Reference person name, contact details** | **Project Scope of Work** | **Project start and end date** |
| 1 | <Company name> | <Person Name>  <Tel>  <email> | < Provide scope details of a project from a customer to whom professional services, maintenance and support including software licenses of KOFAX Solution was delivered in the last five (5) years | Start Date:  End Date: |

## Special Conditions of Contract

The Bidder **must accept ALL** the Special Conditions of Contract by completing and signing the declaration of Acceptance in the Declaration of Compliance and Acceptance under the Special Conditions **(Section 4.3.2)** and attaching **here**.

**NOTE (1):**

Failure to **accept ALL** the Special Conditions of Contract will result in disqualification.

## Preference Points Preferential Goals Evidence

The Bidder must provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for:

1. **Columns A, B, C and D in table 5**

Copy of relevant proof ***(B-BBEE certificate or sworn affidavit)*** of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act:

* + - * 1. ***B-BBEE certificate*** *(from a SANAS Accredited Agency);*

**or**

* + - * 1. ***Sworn affidavit in the format provided by CIPC -*** *Applicable to EMEs and QSEs only;*

**and/ or**

1. **Column D in tables 5**

Copy of ***South African Identification Document (ID***);

**and/ or**

1. **Column E in tables 5**

*Copy of Medical Certificate* ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.

**Note:**

The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.

**Points allocation:** Points will be allocated for bidders that meets the requirements as indicated in **table 5 in section 4.5.**