

INVITATION TO BID

BID NO:
RAF/2023/00009

BID DESCRIPTION:

THE ROAD ACCIDENT FUND (RAF) HEREBY INVITES EXPERIENCED AND SUITABLE SERVICE PROVIDER TO PROVIDE OFF-SITE DOCUMENT STORAGE SERVICES FOR A PERIOD OF FIVE (5) YEARS

Publication date: 23 June 2023

Briefing Session: 30 June 2023 @ 11:00am
via Microsoft Teams [Click here to join the meeting](#)

Closing date: 26 July 2023 @ 11h00 am

Note: Faxed and/or Emailed Proposals/ bids will not be accepted, only hand delivered and couriered Proposals/ bids must be deposited in the tender Box on or before the closing date and time.

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IMPORTANT NOTES:

1. Bid documents are available on the website (www.raf.co.za) at no cost.

2. Submission of Proposals

- Bid responses must be placed in the tender box clearly marked with a tender number and description; and
- Bidders are required to submit a soft copy (PDF) of their original Bid Document/Proposal in a USB (To be enclosed in the envelope which contains the Original Bid Document/Proposal)
- The proposal must be deposited in the tender box situated at the reception of RAF at the below address:

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

3. Validity Period

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

4. Enquiries

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

Bid Enquiries: Monare Mashego

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

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **07 July 2023**

Publication date for Questions & Answers: **12 July 2023**

Questions and Answers will be published on the RAF website.

Important Notes:

1. All questions/enquiries must be forwarded in writing to the e-mail address above; and
2. Questions/enquiries received after the above-stated date and time will not be entertained.

MANDATORY/ LEGISLATIVE REQUIREMENTS

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

NB: No points will be allocated at this stage; however, bidders' that do not comply with the pre-qualification requirements below will be disqualified and will not advance to the next stage of evaluation.

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

Note: Some requirements may not be applicable to international suppliers/ bidders and only those suppliers/ bidders will be exempted from these mandatory/ legislative requirements. All SBDs must be submitted (signed) noting where it is not applicable. If any specific SBD is not submitted, documentary proof, clearly stating the reason must be attached.

Bidders must also supply the documents below (where applicable).

Other Requirements	Check list ✓ Tick each box
Valid B-BBEE Certificate attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RAF/2023/000008	CLOSING DATE: 11:00		CLOSING TIME:	11H00
DESCRIPTION	THE ROAD ACCIDENT FUND (RAF) HEREBY INVITES EXPERIENCED AND SUITABLE SERVICE PROVIDER TO PROVIDE OFF-SITE DOCUMENT STORAGE SERVICES FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Road Accident Fund (RAF) Eco Glades 2 Office Park					
420 Witch-Hazel Avenue					
Centurion					
0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

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

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

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
--------------------------	----------	-------------	--

Required by:

At:

Brand and model

Country of origin

Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

Delivery: *Firm/not firm

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

*Delete if not applicable

[illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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 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;

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.

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.

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

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

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

1 PILLARS OF THE PROGRAMME

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

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.
or
- (c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.

1.2

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

1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners, or suppliers

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract

that is in excess of R10 million, submit details of such a contract to the dti for reporting purposes.

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

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the dti in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the dti with the following information:
- Bid/contract number;
 - Description of the goods, works or services;
 - Date on which the contract was accepted;
 - Name, address and contact details of the government institution;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone number (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the dti with the information required, the following steps will be followed:
- a. The contractor and the dti will determine the NIP obligation;
 - b. The contractor and the dti will sign the NIP obligation agreement;
 - c. The contractor will submit a performance guarantee to the dti;
 - d. The contractor will submit a business concept for consideration and approval by the dti;
 - e. Upon approval of the business concept by the dti, the contractor will submit detailed business plans outlining the business concepts;
 - f. The contractor will implement the business plans; and
 - g. The contractor will submit bi-annual progress reports on approved plans to the dti.
- 4.2 The NIP obligation agreement is between the dti and the successful bidder (contractor)

and, therefore, does not involve the purchasing institution.

Bid number

Closing date:

Name of

bidder.....

Postal address

.....

.....

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 **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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:

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

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:

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

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

[illegible]

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

BID SPECIFICATION: PROVISION OF OFF-SITE DOCUMENT STORAGE SERVICES TO THE RAF FOR A PERIOD OF FIVE (5) YEARS

1. BACKGROUND TO THE ROAD ACCIDENT FUND

The Road Accident Fund (RAF) is a schedule 3A Public Entity established in terms of the Road Accident Fund Act, 1996 (Act No. 56 of 1996), as amended. Its mandate is the provision of compulsory social insurance cover to all users of South African roads, to rehabilitate and compensate persons injured as a result of the negligent driving of motor vehicles in a timely and caring manner, and to actively promote the safe use of our roads. The customer base of the RAF comprises not only the South African public, but all foreigners within the borders of the country.

- The damages for which the Fund may be liable include:
- Past and future hospital, medical and related expenses.
- Funeral expenses.
- Past and future loss of earnings.
- Past and future loss of support; and
- General damages

The RAF head office is in Centurion, and the RAF has a national footprint. There will however be Customer Experience Centers in each Province in the country, in the near future. As part of its business operations (the processing of claims against the RAF) RAF staff handle and process high volumes of physical documents and records (files). Physical handling of documents and records introduces challenges of logistics, physical document storage and process inefficiencies.

2. SPECIAL INSTRUCTION TO BIDDERS

- 2.1 The service provider must be an eligible, registered Service Provider in terms of the applicable laws of the Country and included in the National Treasury Central Supplier Database.
- 2.2 The service provider must have a business continuity management program, which must be available for inspection by the RAF during the subsistence of rendering services to the RAF.
- 2.3 Bidders are required to provide full and accurate responses to the mandatory requirements as stated in this document, and, where required explicitly state either "Comply/Not Comply" and where applicable substantiate the responses with the necessary supporting documents.
- 2.4 Bidders are informed that failure to fully comply with Mandatory requirements will nullify their bids for further evaluation. Bid Proposals must be clearly indexed and cross referenced to a Table of Contents.
- 2.5 The Evaluation Criteria that was published with a Request for Proposal/ Bids will be used to assess bidders' responses and no amendment after the closing of a bid.

- 2.6 It is expected of bidders to have their Tax matters in order when the proposals are submitted. RAF reserves the right to confirm bidders' Tax matters on CSD prior to award. Only Tax compliant bidders will be awarded contracts.
- 2.7 Companies or Director that are included on the National Treasury register of Restricted Suppliers and/ or Tender Defaulters will be automatically disqualified from the bidding process.
- 2.8 As prescribed all Standard Bidding Documents and records (SBD Forms – *Returnable Documents*) must be fully completed and duly signed. All Returnable Documents and records must be submitted with the proposal at the closing of a bid.
- 2.9 In the event that the service provider is not able to assign the allocated resources as per submitted Resume for this bid (the resource that was scored for this bid), the service provider must provide a similar or more experienced resource (s) for this bid

3. PROJECT BACKGROUND

Document handling, including document archiving, short term storage, digitising and processing forms part of the operational requirements and processes within RAF. These processes result in a business requirement to adequately store large volumes of physical records in either long term storage (archiving) or active storage and when required the efficient collection, filing, storage, retrieval, transport, delivery and continuous tracking of documents.

This Request for proposal (RFP) provides details on the scope of work, requirements, and expectations for a File storage and Document Handling Solution. It also outlines the evaluation criteria to be used to assess the bid proposals. The RAF is committed to ensuring the security of its physical records and seeks a bidder that has extensive experience in providing File Storage and Document Handling Solutions. The preferred bidder will have a proven track record of delivering reliable, secure, efficient file storage and document handling solutions and one which may be optimised (customised) for the RAF operational requirements as outlined in this RFP.

The preferred service provider must provide work that meets all applicable regulatory prescripts (notably POPI, PAIA and the National Archives acts) and any appropriate and relevant professional standards for records archiving.

The RAF currently holds and maintains more than 213 300 boxed records (files and documents) nationally. These are stored at RAF offices and the warehouses of the current service provider. Bidders must note that the number of boxes may vary marginally from those stated due to operational demands.

Regional offices	Number of boxes (approximately)	Data tapes
Cape Town	31 500	N/A
Durban	25 500	N/A
East London	9 500	N/A
Eco Glades Office	2 300	<ul style="list-style-type: none"> • 11 Canisters at Client • 14 Canisters at Iron Mountain • 25 x B20 [DLT16] Canisters
Johannesburg	33 500	N/A
Menlyn	111 000	N/A

4. SCOPE OF WORK

The RAF is looking to obtain the services of a service provider to provide a full-service for Offsite File Storage and Document Handling Solution for a period of five (5) years, which will include the following:

- File storage – this entails the safe and secure packaging, identification, cataloguing, and storage of RAF records (files and documents) in a location(s) within the borders of South Africa.
- Electronic records – this entails data tapes, USB Flash Drives, Hard Disk Drives (HDD), compact discs (CD's), digital optical disc (DVD), and other electronic data storage media.
- Document handling – this entails secure handling and movement of documents and records from the storage location(s) to and from the RAF's offices. Document handling includes a document management and tracking solution.
- Document management and tracking system – also refer to simply as 'the system' means the software application(s) to be used for access requests, request approval (authorization), document retrieval instruction, in-transit tracking, delivery confirmation & validation. The solution must maintain an indexing or referencing database. The solution must have search functionality. The solution must produce performance reports and access reports.
- Records – this entails all files and documents and records identified for file storage and document handling. The unit of management for storage, access and retrieval will be the files as well the box-of-records. The box will contain individual files (individual records).
- Record Surrogating – this entails digitization (scanning) of records for the express purpose of immediate record transfer in electronic format.

4.1 Deliverables

The deliverables of the solution include:

- File Storage solution (boxing and secure storage);
- Document handling solution (shelf-to-desk, transportation, tracking);
- Document catalogue and referencing system - including a unique identifier of all records;
- Document management and tracking system – user interface for document access requests and in-transit tracking;
- Electronic records storage;
- Service Level Agreement; and
- File scanning (surrogating) solution.
- Document destruction
- Document retrieval and handling
- Chain of custody
- Document Inventory Management and preparation

4.2 Service Location

The RAF operates nationally with offices in the following locations:

Note: that the location and number of offices may change due to business needs/ requirements and therefore, the allocation of projects leads to offices/ projects may be required. The service provider should be able to meet such requirements.

No	Location	Address
1.	East London	4 th Floor Metropolitan Building Caxton Street
2.	Johannesburg	10 Junction Avenue, Park Town
3.	Menlyn	38 Ida Street Menlyn, Pretoria
4.	Cape Town	No. 1 Thibault Square, Long Street
5.	Durban	12 th Floor, Embassy Building, 199 Anton Lembede Street
6.	Head Office	420 Witch-Hazel Avenue, Eco-Glades Office Park, Centurion

4.3 Relocation of Records

- a) Transitional phase: upon appointment of the successful service provider, the service provider will collect all records intended for File Storage and Document Handling in accordance with the specifications from RAF offices and from the current document storage provider. The transitional arrangements must take no longer than two months from the date of appointment of the service provider.
- b) Operational phase: the service duration will be for an initial period of five (5) years (from the date the contract is signed). A Service Level Agreement (SLA) will be agreed by both parties. The SLA will include performance measures (turn-around-times), system up-time and availability, professional consulting services and reporting and audit requirements.

4.4 On-boarding and transitional arrangements

The service provider is required to submit an implementation plan which must indicate how the on-boarding and transition will be executed. The implementation plan must consider all logistic, human resource and facilities constraints. The service provider must submit a project plan for the transitional phase.

4.5 Business Continuity Management

- The service provider must confirm that it has established and will keep in effect a 'disaster recovery' preparedness plan that sets forth procedures for recovery of critical business functions at minimum operating levels and is designed so that it can be implemented within (24) twenty-four-hour period.
- The service provider agrees to maintain contingency, recovery plans and proper risk controls designed to ensure the Service Provider's continued performance under the envisage SLA. The preferred bidder will be required to discuss any contingency plan or recovery plan and or provide a high-level presentation summarizing any such plan upon reasonable request of the RAF.

4.6 Capacity – Resources

The service provider to propose two (2) project leads as per RAF Regional Offices below:

No.	RAF Offices	Project Leads per Office
1.	East London	1
2.	Johannesburg	2
3.	Menlyn	4

4.	Cape Town	2
5.	Durban	2
6.	Head Office	1

5. FUNCTIONAL REQUIREMENTS

5.1 Document Inventory Management and Preparation

5.1.1 Document Identification

The preferred service provider must ensure that all boxes and files (including boxes and files relocated from the current service provider) are accurately labelled and identified using unique identifiers. The system must allow for easy and accurate tracking of each box and file, including its location, access history, and retention schedule.

5.1.2 Preparing Documents and records for Storage

The preferred service provider must place the files and documents and records in acid-free boxes or folders to prevent degradation or yellowing.

5.1.3 Labelling, Tagging and Indexing

All boxes and files must be accurately labelled and indexed before being stored. The supporting system must allow for easy and accurate tracking of each document, including its location, access history, and retention schedule. The system must have the capability to mimic the indexing on the physical file.

5.1.4 Quality Control

All files must undergo a thorough quality control check before being stored. This includes ensuring that all files are complete and accurate, that all labels and metadata are correct.

5.1.5 Retention Schedules

The preferred bidder must assign on the document management system the field for retention period of Files.

5.1.6 Document Types

The classification system must consider the different types of file being stored, such as contracts, financial documents, claims files, and legal files. Criteria for record organisation:

- a) Archive records (long term storage): Records with claim status 'closed or inactive' should be stored in long-term archive storage. Archive records do not need to be accessed regularly.

- b) Open claims / active files: Records in the 'open claims' category may require frequent access. These records must be stored close to the centre of operation and must be easily accessible.
- c) Current location of the record: Promotion of Access to Information Act (PAIA) requires that state entities (including the RAF) comply with turn-around times for specific information requests. The preferred bidder's document tracking system must be sufficiently robust to cope with system outages.

5.2 Document Handling and Transportation

The service provider must have protocols in place to ensure proper handling and transport of files to and from the storage facility. The service provider must have a secure transportation system to transfer files to and from the storage facility. The transportation system must include secure vehicles and trained personnel to ensure safe and efficient delivery.

5.2.1 Security Measures

During handling and transport, the files must be kept in secure containers or packaging to prevent loss, theft, or damage. The containers or packaging must be tamper-evident a seals to ensure that only authorised personnel can access the documents.

5.2.2 Trained Personnel

Personnel responsible for handling and transporting the documents and records should be properly trained on how to handle and protect the documents, as well as how to follow security protocols.

5.2.3 Transport Vehicles

The transport vehicles used for document transportation should be secure and equipped with GPS tracking devices to ensure the safety and security of the documents and records in transit.

5.2.4 Transport of records

It is expected that the service provider will provide and maintain an electronic system for record tracking and reporting. The system must be robust, secure, accurate and well maintained throughout the life of the contract and that all meta-data relating to RAF records are transferable to RAF at the conclusion of the contract. Please see Chain of Custody on point 5.7 below.

5.2.5 Documentation

The service provider should maintain proper documentation of all transportation-related activities, including the date and time of transport, the identity of the person responsible for transportation, and the destination.

5.2.6 Environmental Control

The transport vehicles should be equipped with environmental control systems, such as temperature, humidity control and suitable fire extinguishers to ensure that the documents and records are not damaged during transportation.

5.2.7 Custody and care of records in transit

The service provider is responsible for records during transit between the warehouse and RAF office. Collection and retrieval require a signed delivery note from an authorized person, who must also validate the contents. The provider must report any record loss or damage promptly and may be held liable for negligence resulting in such loss or damage, as per the liability clause.

5.3 Document Storage

5.3.1 Establishing off-site storage

The service provider must consider RAF locations, document types, usage patterns and timelines in their technical proposal. Off-site storage and logistics must meet performance requirements. Proposed storage locations must ensure timely retrievals, provide site details, and be within South Africa's borders. The service provider can use single or multiple locations but must outline records management for multiple sites. A well-managed network may optimize cost and logistics if seamless to RAF.

5.3.2 Location and Facility

The storage facility should be in a secure area with limited access. The facility should be equipped with appropriate security measures such as access controls, surveillance cameras, and fire suppression systems. The storage area should be clean, dry, and well-maintained, with appropriate environmental controls to prevent damage to the documents. Classified documents must be locked in a safe storage place and the doors of all offices in which documents are kept must be fitted with security locks.

There must be proper control over access to and effective control over movement within any building or part of a building in which information is handled. The identification of visitors, the issue of visitors' cards or temporary permits, the escorting of visitors, the provision of identity cards for officers/employees working in the building/offices and the use of related documents and registers for this purpose are prerequisites for effective control over access to and within

a building or part of a building. An access register must be instituted and kept up to date for all persons/officers not normally working in these areas.

Where documents are stored, doors, windows, fanlights, passages, stairs, etc., giving access to the room or division should be equipped with locks, bolts, iron bars or metal blinds of adequate strength and equipped with a security lock.

When classified documents are not in use, it must be stored in the following way:

- **Restricted:** Normal filing cabinet.
- **Confidential:** Reinforced filing cabinet.
- **Secret:** Strong room or reinforced filing cabinet.
- **Top Secret:** Strong room, safe or walk-in safe.

5.3.3 Storage Containers

Records should be stored in durable and lockable containers that have tamper proof seals on them e.g., any electronic media such as boxes, or shelving units. The containers should be labelled with unique identifiers and organised in a way that allows for easy and accurate tracking of each document.

The box/container must be properly sealed with high plastic security pull tight seals, box counter signed and with the name of the office of origin clearly stamped on them (seals that can be re-used are not suitable for this purpose).

The reference number of the document, name and address of the addressee and other special instructions for dealing with the document must appear clearly on the front of the box/container. The security classification of the document must be indicated clearly on the front and the back of the box/container by means of a stamp.

5.3.4 Record Keeping

The document storage service should maintain accurate records of each document stored, including its location, access history, and retention schedule. The records should be organised in a way that allows for easy and accurate tracking of each document.

The particulars appearing on the file should be at least: the name/topic of the file, the file number, the classification, and who are/is authorized to have access to that file.

A register should be kept of all files opened/in existence. As and when a file is opened, the particulars must be entered in the register. This register must indicate the number of volumes in existence for any given file number. The classification mark must be affixed on the file as described.

All documents filed in a file must be given a serial or index number, in the sequence as it is filed, but preferably in chronological order. An index page must be fixed in the file, on which should be recorded the index/serial numbers of the documents on that file, as well as the topic/heading of each document.

5.3.5 Electronic Data – Storage and Handling

a) Electronic Records Storage

- The Back-up tapes must be contained in Digital Linear Tape (DLT) - Trunks or Case containers.
- DLT-Tape Trunks or Cases must be locked and sealed with barcoded or uniquely numbered seals that reflect the RAF Account and container number.
- All backup Tapes must be stored in an environmentally and security-controlled vault with the following:
 - Humidity levels maintained at 25% and 35%.
 - Temperature maintained to 20 degrees Celsius (tolerance +/- 3degrees Celsius).
 - Positive internal pressure to reduce ingress of dust.
 - Carbon Dioxide fire suppression system.
 - 24-hour security monitoring.

b) Access to Electronic Records (Back-up Tapes)

- Access to Electronic Data (DLT-Tape Trunks or Case containers) should only be made by authorised persons. These records should only be handed to authorised persons.
- A security feature (password, pin-code or OTP) must be incorporated to ensure that only authorised persons receive the electronic data tapes.
- The authorised person taking delivery of the tapes must sign a transfer note or delivery note in electronic or paper form to confirm receipt of the tapes. These records must be securely stored.

c) Vault retrievals, collections, and rotation

- RAF Tapes will be collected weekly, on Monday before 13:00 and stored off-site until the next rotation or re-call schedule.
- Same day retrieval will be made within 4 hours if request was made before 12:00; and
- The service provider must provide after-hours emergency services should the need arise to gain access to stored data records at short notice or outside of normal operating/business hours.

5.4 Document Retrieval and Handling

5.4.1 Secure Retrieval

The service provider should use secure protocols for retrieving the documents, including verifying the identity of the requester and ensuring that the documents and records are transported securely.

5.4.2 Record Keeping

The service provider should maintain a detailed record of all retrieval activities, including the date and time of the activity, the identity of the requester, and the reason for the activity.

5.4.3 Access and retrieval of records

The service provider's proposal should address RAF locations, document categories, usage and timelines. Off-site storage and logistics must fulfil requirements of the RAF. Storage locations must offer retrievals, site details, and be within South Africa. The service provider can use single or multiple sites with clear records management plans. A well-managed network may improve cost and logistics if seamless to RAF:

- Effective and efficient placement, retrieval, handling and tracking of records between the storage facilities and the RAF document owners.
- The unit of management will be the box of records (containing the individual files or records).

5.4.4 Patterns of use

a) Retrieval Timeframe

- The service provider should establish a timeframe for retrieving documents and records based on the urgency of the request and the availability of the documents.

b) Timeframes

- Delivery timescales, retrieval request frequency, and expected volumes are shown in the table.
- Document management operating hours: 08:00 to 16:00

No.	Document Request Category	Delivery Timescale	Frequency of requests	Request type as a percentage	Volumes of retrieval (per request)
1.	Normal request	Next business day delivery.	CTN – daily MNL – daily DBN – daily JHB – daily EL – daily	CTN – 90% MNL – 40% DBN – 80% JHB – 80% EL – 90%	CTN 200/week MLN 100/week DBN 200/week JHB – 200/week EL - 200/week
2.	Same day delivery	Same day (provided request is made	CTN – N/A MNL – daily DBN – N/A	CTN – 0% MNL – 20% DBN – 0%	CTN MLN 50/week DBN

		before 12h00).	JHB – daily EL – NA	JHB – 10% EL – 0%	JHB – 20/week EL
3.	Express/Urgent request	Delivery within 3-hours.		CTN – 10% MLN – 40% DBN – 20% JHB – 10% EL – 10%	CTN – 20/week MLN – 100/week DBN – 20/week JHB – 20/week EL - 75/week
4.	Scanned Document (surrogating)	Scanned copy of record scanned and e-mail within 2-hours.	JHB – seldom CTN – never MLN – weekly DBN - never		MLN – 10 files

* the quantities indicated are typical and may vary due to business needs.

* the quantities indicated represent ‘average’ demand and not demand during peaks periods.

* should the volumes exceed the average demand, the service provider will be required to deliver within the required timeframes.

c) Active Records Usage:

- Daily requests.
- Regional offices request records for their operational centre.
- 24-hour turnaround time (next business day).

d) Urgent/Express/Priority Retrieval:

- Occasional immediate record retrieval requests.
- In exceptional cases, deliver records urgently per the requirements.

e) Request and authorization Method:

- Use automated web-based application for requests.
- Follow approval process for each request.
- Turnaround time starts after approval.
- The unit of management will be at file level/box.

The system must be able to identify and report on patterns of RAF’s request behaviour, patterns of response and turn-around-times achieved.

5.5 Manual Document Destruction

When documents and records are no longer needed, they need to be destroyed in a secure and confidential manner. This may involve shredding or incinerating the documents, depending on the requirements and type of documents and records being destroyed.

5.5.1 Destruction Requests

The service provider should have a process for receiving and fulfilling destruction requests, including clear requirements for submitting a request and verifying the identity of the requester.

5.5.2 Destruction Timeframe

The service provider should destroy records in line with the RAF destruction requirements.

5.5.3 Secure Destruction

The service provider should use secure protocols for destroying documents, including ensuring that the documents and records are not accessible by unauthorised personnel and that they are destroyed in a secure manner.

5.5.4 Record Keeping

The service provider should maintain a detailed record of all destruction activities, including the date and time of the activity, the identity of the requester, and the reason for the activity.

5.5.5 Document Destruction Certificates

After the documents and records have been destroyed, a certificate of destruction should be issued to provide proof that the documents and records have been securely and compliantly destroyed.

5.5.6 Document labelling / tagging and tag-readers

- a) The service provider will ensure that all files and boxes have a unique identifier or tag securely attached to it.
- b) A barcode or QR code (or similar) tag must be placed on all files and boxes.
- c) The tag (barcode) should allow for the easy search and retrieval of a record.
- d) The tag (barcode) should allow for easy identification of a record to determine its specific details against the document index.
- e) The tag reader (scanning device) must be linked to the Document Management system and be able to update the document management system.
- f) The scanning devices must be supplied by the service provider.
- g) The tag (barcode) generator device (printer) must be supplied and maintained by the service provider.

5.6 Tracking the records

- The service provider must ensure precise tracking of records at rest, in transit, and at user desks, offering authorized RAF staff online access to near-real-time tracking information. They should propose an integrated tracking system(s) and supply all necessary devices for record identification, tracking, scanning, authentication, and cataloguing.
- Before deployment, the service provider must confirm and test integration between scanning, tracking devices, and the document management system, possibly demonstrating their compatibility. The service provider retains ownership and responsibility for maintenance and support of electronic devices under contract. The tracking system should auto-update document location status in the document management system.
- The tracking system must generate secure, tamperproof audit reports for document movements and update location information with no more than one-hour lag time. It should provide clear evidence of record movements and retain audit information, including previous, current, and intended locations, metadata changes, requester names, and request, receipt, or move dates.

5.7 Chain of Custody

There should be a clear chain of custody for all documents, including a record of who accessed them, when, and for what purpose.

5.7.1 Tracking

The service provider should track the movement of all physical documents, including when they are received, where they are stored, and when they are retrieved.

5.7.2 Access Control

The service provider should have policies and procedures in place to control access to the physical documents, including who is authorised to handle or view them.

5.7.3 Secure Storage

The physical documents and records should be stored in secure containers or areas to prevent unauthorised access or tampering.

5.7.4 Record Keeping

The service provider should maintain a detailed record of all activities related to the physical documents, including who has handled them, when they were handled, and for what purpose.

5.7.5 Identification

The service provider should use unique identification numbers or barcodes to track and identify the physical documents, which should be recorded in the record-keeping system.

5.7.6 Audit Trail

The service provider should maintain an audit trail that provides a complete history of all activities related to the physical documents, including who handled them and when.

5.7.7 Verification

The service provider should verify the authenticity of the physical documents and records upon receipt and retrieval, to ensure that they have not been altered or tampered with.

6. TECHNICAL / SYSTEM REQUIREMENTS

The service provider will provide a Document Management System (the system) for the effective indexing, search, retrieval/collection request, tracking and reporting of the status of all RAF records. The system must have a user friendly and easy-to-use interface. The system must have security and access control features to ensure only authorised usage of the platform. The system must be configurable to RAF requirements and business processes. Detailed system specifications are included below.

6.1 Document Management System

Requirement	Description	Details
Document indexing system	Indexing allows for the ease of search and retrieval of a file based on a set of index criteria. The service provider should have an indexing system (electronic record) that allows for easy identification and retrieval of physical documents. The indexing system should be consistent and reliable, and it should be designed to minimise the risk of misplacing or losing documents.	<ul style="list-style-type: none">• All files and boxes must have a unique identifier (barcode, QR Code, or other pattern).• The unique identifier must reference the index.• The index must include at a minimum the following data;<ul style="list-style-type: none">a) Link numberb) Serial numberc) Tag code (file tag / box tag)d) Special transactionse) Transaction numberf) Additional information (text fields)
Retrieval Request System (off site)	Retrieval Request System is used for the process to request	<ul style="list-style-type: none">• An authorised user (AD domain authenticated) should be able to

	<p>a record(s) from the off-side storage.</p>	<p>access the system and submit a request for a record to be retrieved from stores and delivered to the appropriate site.</p> <ul style="list-style-type: none"> • The system must be able to allow for an indexed search and selection of records. • The requester must specify the type of delivery request (normal, same-day, express/urgent etc.). • The system must allow for single or multiple record requests however certain configurable limits should apply. • If applicable, the request must be approved by an authorised user (team lead, supervisor, etc.) before acted upon by the service provider. • An escalation process must be available if authorization (approval/rejected) is not made within set time parameters. • Upon approval of the request the service provider will act on the request and the delivery of the record(s) must be aligned to the RAF requirements for the type of request made.
Collection Request System (off site)	<p>Collection Request System to be used to request the service provider to Collect records from RAF offices for further storage.</p>	<ul style="list-style-type: none"> • An authorised user (AD domain authenticated) should be able to access the system and submit a request for a record to be collected and transferred to

		<p>off-side storage.</p> <ul style="list-style-type: none"> • If it is a first-time request then: <ul style="list-style-type: none"> a) Assess the status of the file. b) Attach tag to the box (part of placing file in box). c) Update Document Index system. d) Send collection request to the service provider. e) Bidder to validate the files collected. • If it is a return of a file then: <ul style="list-style-type: none"> a) Assess the status of the file. b) Attach tag to the box (part of placing file in box). c) Update Document Index system. d) Send collection request to the service provider. e) Bidder to validate the files collected.
Inter-office Transfer system (on site)	Inter-office transfer means; the movement and tracking of records held by RAF staff and transferred between staff / regions / business units including off-side storages.	<ul style="list-style-type: none"> • An authorised user should be able to access the system and submit a request for a record to be transferred from one location and be delivered to the appropriate site / requestor. • The system must be able to allow for an indexed search and selection of records. • The requestor must specify the type of delivery request (normal, same-day, express/urgent etc.).

		<ul style="list-style-type: none"> • The system must allow for single or multiple record requests however certain configurable limits should apply. • If applicable, the request must be approved by an authorised user (team lead, supervisor, etc.). • An escalation process must be available if authorization (approval/rejected) is not made within set time parameters. • A user must not be able to request a file on behalf of another user.
Record Tracking System Requirements	The service provider must have the capability to track the location of records. The tracking system must provide and maintain the relevant information referred to in the details.	<ul style="list-style-type: none"> • Index number • Current location of the records • Owner of the record • Control point report (hand-over) authenticated. • Date and timestamp at each transfer point. • Estimated Time of Delivery (ETA) to the requesting site. • The tracking system must be viewable by authorised users. • The tracking system must automatically update the document location description (status) on the document management system. • The tracking system must produce secure, tamperproof audit reports of the document movements during transit.

		<ul style="list-style-type: none"> • Document location information (tracking information) must be continually updated and should be no older (lag time) than one-hour. • The tracking system must provide clear evidence on the movement of records and be capable of retaining the following audit information. • The service provider will provide guidance (including reference guides) on the use, points of integration and process of the offsite store/tracking system. • The tracking system must report records that are “lost” or “in-audit” status.
	At a minimum the document management system must provide and maintain the following information:	<ul style="list-style-type: none"> • Title • Category • Responsible business unit • Access permissions • Location status (integrated from tracking system and warehousing system)
Document Tag System Requirements	The service provider will provide a document tagging system for the identification of all records. The system should use a barcode or RFID tracking system to monitor the location and movement of physical documents. This system should be accurate and reliable, and it should allow for real-time tracking of documents	<p>The tagging system should meet the following requirements:</p> <ul style="list-style-type: none"> • All electronic devices required to identify (unique identifier), track, scan, authenticate and catalogue the records must be provided by the service provider. • Integration between the compatibility of the scanning and tracking devices with the document management system must be confirmed and tested prior to

		<p>deployment. The service provider may be requested to demonstrate how this will be achieved.</p> <ul style="list-style-type: none"> Any electronic devices (handheld scanners, PC's, barcode generators, etc.) provided under the scope of this contract will remain the property of the service provider and this will include its maintenance and support requirements for the duration of the contract. Scanning devices must be available at all sites and at all transfer points to allow for the continual scanning and tracking (validation) of records.
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6.2 Hardware Requirements

- The service provider must specify the hardware that will provide under the scope of this contract. The following minimum hardware requirement must be noted.

No.	Device(s)	Region	Quantity
1.	Scanners (keyboard scanner)	CTN	10
		DBN	12
		EL	16
		JHB	12
		HO	5
		MLN	25
2.	Hand-held scanner	CTN	10
		DBN	12
		EL	25
		JHB	22
		HO	5
		MLN	35
3.	Barcode/QR Code printers	CTN	1
		DBN	1

		EL	1
		JHB	1
		HO	1
		MLN	1

- All hardware and maintenance thereof remains the property of the service provider .
- The number of devices required may vary over time based on patterns of use.

7. INSURANCE AND LIABILITY

The service provider should have adequate insurance and liability coverage to protect against loss or damage to records.

7.1 Insurance Coverage

The service provider should have appropriate insurance coverage to protect against loss, theft, or damage to the records while they are in their custody.

7.2 Document Valuation

The service provider should establish a process for RAF to declare the value of their documents and records and purchase additional insurance coverage if necessary.

7.3 Record Keeping

The service provider should maintain a detailed record of all insurance and liability activities, including any claims or incidents that occur.

7.4 Compliance with Applicable Laws

The service provider should comply with all applicable laws and regulations related to insurance and liability, including those related to data protection, privacy, and RAF's rights.

8. PROFESSIONAL SERVICES REQUIREMENTS

8.1 Document Management Consulting

8.1.1 Needs Assessment

The service provider should conduct a needs assessment to understand RAF's specific document management requirements, including document types, volume, retention schedules, and compliance requirements.

8.1.2 Compliance Expertise

The service provider should have expertise in relevant regulations and policies related to document management, such as POPIA and General Data Protection Regulation (GDPR), and should be able to advise RAF on compliance requirements and best practices.

8.1.3 Process Optimisation

The service provider should be able to advise RAF on process optimisation, including document workflow analysis, process re-engineering, and technology recommendations to optimise document management and storage processes.

8.1.4 Information Security

The service provider should be able to advise RAF on document retention policies and procedures, including legal requirements and best practices for document retention and disposal.

8.1.5 Document Retention

The service provider should be able to advise RAF on document retention policies and procedures, including legal requirements and best practices for document retention and disposal.

8.1.6 Cost Optimisation

The service provider should be able to advise RAF on cost optimisation strategies, including document scanning and digital storage, as well as optimised retrieval and delivery processes.

8.1.7 Change Management

The service provider should be able to advise RAF on change management strategies to facilitate a smooth transition to offsite document storage and ensure user adoption of new processes and technologies.

8.2 Records Management Consulting

Records management consulting services can provide guidance and advice on how to effectively manage records in compliance with legal and regulatory requirements. This can include assistance with records retention and disposal policies, as well as advice on compliance with industry-specific regulations.

8.2.1 Regulatory Compliance

The Records Management Consulting service should ensure that the initiative is in compliance with all relevant laws, regulations, and industry standards for record keeping, such as POPIA, GDPR and others.

8.2.2 Document Classification

The service should assist the initiative in developing a document classification scheme that categorises documents and records based on their importance, sensitivity, and retention requirements. This will help ensure that documents and records are stored and managed appropriately throughout their lifecycle.

8.2.3 Retention Schedule

The service provider should work with the RAF on to identify the records due for disposal in line with the records retention schedule and how they should be disposed of. This will help ensure that the initiative is only retaining necessary documents and records and not retaining them for longer than required by law or business needs.

8.2.4 File Plans

The service provider should work with the RAF to describe the records in line with the file plan that specify how documents and records are organised, labelled, and stored. This will help ensure that documents and records are easy to locate and accessed when needed.

8.2.5 Access Controls

The service provider should work with the RAF to provide guidance on the secure destruction of documents and records that have reached the end of their lifecycle. This will help ensure that documents and records are disposed of in a secure and compliant manner.

8.2.6 Document Destruction

The service provider should work with the RAF to provide guidance on the secure destruction of documents and records that have reached the end of their lifecycle. This will help ensure that documents and records are disposed of in a secure and compliant manner.

8.2.7 Audit and Review

The service provider should work with the RAF to assist the initiative in conducting periodic reviews and audits of its records management processes to ensure ongoing compliance and identify areas for improvement.

8.3 Document Restoration Services

Document restoration services can help restore damaged or degraded documents and records to a usable state. This can include services such as cleaning, acidification, and preservation.

8.3.1 Restoration Technologies

The service provider should have state-of-the-art restoration technologies that can handle a wide range of document types and conditions, including fire, water, and mould damage.

8.3.2 Preservation Expertise

The service provider should have expertise in document and records preservation techniques and should be able to advise RAF on best practices for document handling, storage, and preservation.

8.3.3 Restoration Process

The service provider should have a well-defined restoration process that includes document and records assessment, cleaning, drying, and other restoration techniques as needed.

8.3.4 Quality Control

The service provider should have a quality control process in place to ensure that all restored documents and records are of high quality and legible, with no missing pages or other errors.

9. NON-FUNCTIONAL REQUIREMENT

9.1 Accessibility and Availability

The service provider should provide timely and efficient access to stored documents and records upon request.

9.1.1 Retrieval Process

The service provider should have a process in place for retrieving documents and records and records upon request, with clear guidelines for requesting documents and records and escalation process for retrieval.

9.1.2 Secure Access

The physical documents and records and records should be accessible only to authorised personnel, and the service provider should have policies and procedures in place to ensure that access is controlled and monitored.

9.1.3 Regular Maintenance

The service provider should conduct regular maintenance and testing of their storage facilities and systems to ensure that files remain accessible and available.

9.1.4 Staffing

The service provider should have sufficient staffing to ensure that documents and records can be retrieved and delivered in a timely manner.

9.2 Environmental Controls

The storage facility should be equipped with environmental controls to prevent damage to documents and records due to temperature, humidity, or other environmental factors.

9.2.1 Temperature Control

The storage facility should maintain a consistent temperature within a specific range that is suitable for the type of documents and records being stored.

9.2.2 Humidity Control

Humidity levels in the storage facility should be maintained within a specific range to prevent damage to the documents.

9.2.3 Ventilation

The storage facility should have proper ventilation to ensure that air circulates adequately and prevents the build-up of mould or mildew.

9.2.4 Lighting

The storage facility should have low-intensity lighting to prevent fading or discoloration of the documents.

9.2.5 Pest Control

The storage facility should have measures in place to prevent infestations by insects, rodents, or other pests that can damage the documents.

9.2.6 Fire Suppression

The storage facility should have a fire suppression system in place, fire extinguishers with carbon dioxide, to prevent damage or loss of documents and records in the event of a fire.

9.2.7 Water Control

The storage facility should be equipped with measures to prevent water damage from flooding or leaks, such as drainage systems or waterproof barriers.

9.3 Security including secure facility

The service provider should work in consultation with RAF security in relation to all security related aspects for RAF records. The facility should have a secure perimeter with controlled access and surveillance systems. The storage area should have secure doors, locks, and alarms to prevent unauthorised access. Security personnel should be trained to respond to security breaches and emergencies.

9.3.1 Background Checks

The service provider should provide details of employees who will have access to the stored documents and records; to RAF Security to conduct the background checks, to ensure that employees are trustworthy and have no history of criminal activity.

9.3.2 Physical Security

The document storage facility must have physical security measures in place to ensure the safety and security of the documents, including controlled access points, surveillance

cameras, and 24/7 security monitoring. The service provider must always ensure the physical security of records in their possession. All document storage facilities must be adequately protected against unauthorised access. The service provider will be required to demonstrate (prove) all measures in place to secure their facilities. Should there be any real, attempted, or suspected breach of physical security the service provider will be obliged to inform the RAF and provide any CCTV footage, police report and linked alarm system records of the incident.

9.3.3 Secure Storage Environment

The document storage facility must maintain a secure storage environment that meets industry standards for temperature, humidity, and light levels, to prevent damage to the documents.

9.3.4 Document Access Control

Access to the documents and records must be tightly controlled, with only authorised personnel permitted to handle, view, or transport the documents.

9.3.5 Access Monitoring and Control

The service must have robust access monitoring and control procedures in place to ensure that only authorised personnel are granted access to the documents and records and the storage facility.

9.3.6 Network Security

The digital document storage systems must have appropriate technical security measures in place, such as firewalls, intrusion detection, and encryption, to protect against unauthorised access or attacks.

9.3.7 Electronic data and systems security

a) All electron records (meta data or scanned image data) held by the service provider must be securely stored.

- The service providers document tracking system must be sufficiently robust to cope with system outages or failure.
- System redundancy must be built into the solution to ensure high availability.
- Data back-up practices must be in place with a restore-point objective of no more than one week.

b) Electronic Access Management and control

- Identity and Access Management (IAM) to all RAF data. With access logs and password controlled. Must be capable of integration with the OMADA IAM solution and AD authentication from AD domain.

9.4 Compliance with Regulations and Standards

9.4.1 Legal and Regulatory Compliance

The document storage service must comply with all applicable laws and regulations, such as data privacy laws, electronic signature laws, and records retention laws. This includes complying with standards and regulations such as POPIA, GDPR, ISO 9001 and ISO 27001.

9.4.2 Compliance Reporting

The service provider should provide regular compliance reports to the organisation to demonstrate that they are meeting all regulatory requirements.

10. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process entails the following phases:

Phase 1: Initial Screening Process: At this phase bidders responses are reviewed to check if bidders have responded according to the RAF RFP document. (Bidder/s who complies with the screening process will be evaluated on mandatory requirements).

Phase 2: Evaluation of bid responses as per the evaluation criteria specified in the RFP document, i.e., mandatory, and functional / technical requirements. (Bidder/s who met the mandatory requirements will be further evaluated for technical functional criteria).

Phase 3: Evaluation of bid responses as per the evaluation criteria specified in the RFP document, i.e., Functional / Technical Requirements. (Bidder/s who score the minimum stipulated threshold of **50** points out of **80** points for Technical Requirements will further be evaluated on Demonstration (Bidders must score **a minimum of 15 out of 20** for demonstration in order to be evaluated further on Price and Specific Preference Points Goals).

Phase 4: Price and Specific Preference Point Goals evaluation.

10.1 Mandatory requirements (Phase 1)

Please note that due diligence will be conducted on all the requirements to ensure the validity of supporting evidence received prior to the evaluation process. All Bidders who do not meet mandatory requirements will be disqualified and will not be considered for further evaluation on the functional requirements.

Bidder must indicate by ticking (✓) correct box indicating that they Comply or do not comply. In the event that no tick is made it will be accepted that the service provider does “not comply” and will be disqualified.

10.1.1 Mandatory	Comply	Not Comply
<p>The service provider must be able to provide services :</p> <ul style="list-style-type: none"> • In Gauteng, Kwazulu Natal, Western Cape and • where RAF operations are. <p>Please provide a lease agreement/municipal or subcontracting lease in the name of the sub-contractor statement in the name of the service provider as proof.</p>		

10.1.2 Mandatory	Comply	Not Comply
<p>The service provider must have proof of experience in records relocation. Proof must be submitted from previous client/s in the form of a letter not older than three (3) years and cover all the points as indicated below.</p> <ul style="list-style-type: none"> • Total number of boxes of records relocated; number of boxes relocated per day • Data Importation of relocated records • Management of Databases of relocated records 		

10.1.3 Mandatory	Comply	Not Comply
<p>The service provider must be fully accredited/certificate with NARS (National Archives and Records Services of South Africa)</p> <p>The service provider must provide a certified copy of a valid certificate issued by NARS to substantiate the above.</p>		

10.1.4 Mandatory	Comply	Not Comply
<p>The service provider must have handheld electronic equipment (scanners) with software and a minimum of 3G connectivity.</p> <p>Note: The service provider must provide confirmation letter to confirm the availability handheld electronic equipment (scanners) with software and a minimum of 3G connectivity. The confirmation letter must be signed by the Chief Executive Officer or Managing Director.</p>		

10.1.5 Mandatory	Comply	Not Comply
<p>The service provider must have resources to be able to meet the RAF's requirements to transport records for collection and delivery from the RAF offices in various Regions to different Off-site facilities.</p> <p>NB: This service is not to be outsourced to courier services</p> <p>Note: The service provider must provide confirmation letter to confirm availability of vehicles to transport records in all RAF regions. The confirmation letter must be signed by the Chief Executive Officer or Managing Director.</p>		

10.1.6 Mandatory	Comply	Not Comply
<p>Project implementation plan on the document management system</p> <p>The service provider must provide a system implementation plan which details how the system will be implemented. The project implementation plan must have deliverables and time frames of the system implementation. The project implementation plan must cover the following deliverables:</p> <ul style="list-style-type: none"> • Project Scope Definition • Stakeholder Identification and Communication Plan • Project Schedule and Milestones • Develop a detailed project schedule with milestones • Resource Allocation and Management • Risk Assessment and Management: • Quality Assurance and Testing • Training and Support: • Project Monitoring and Reporting: • Data Migration Plan • Post Implementation Review and Continuous Improvement 		

10.1.7 Mandatory	Comply	Not Comply
<p>Business Continuity Plan</p> <p>The Service Provider shall provide proof that they have a Business Continuity Management (BCM) Plan, which should include, but not be limited to, a business continuity plan that reflects on emergency management planning, crisis management and continuation of operations, during a disruptive incident.</p> <p>Note: The Service Provider confirms that it has established and will keep in effect a ‘disaster recovery’ preparedness plan that sets forth procedures for recovery of critical business functions at minimum operating levels and is designed so that it can be implemented within (24) twenty-four hour period.</p>		

Note: Bidder(s) who do not comply with the mandatory requirements will not be considered for the Technical / Functional Criteria evaluation.

10.2 Technical / Functional Criteria (Phase 2 – Part 1)

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

Technical / Functional Criteria	Points
<p>10.2.1 Experience of the service provider - Similar projects previously executed</p> <p>Bidders must have a minimum of 10 years’ experience in successfully executing similar magnitude of work in provisioning of off-site storage. The service provider must provide a reference letter to prove a minimum years of experience.</p> <p>The letters must be presented in a format containing the following:</p> <ul style="list-style-type: none"> a) the name of the organisation where work was conducted; b) type of service/s provided; c) the duration of contract; d) year that work was conducted; and e) Contact information of client whom the RAF can verify the work 	40

Technical / Functional Criteria	Points												
<p>completed.</p> <p>f) The number of volumes that were handled for retrieval by the service provider. See table at 5.4.4. for retrieval of records per Region. Please provide proof for a period of a year.</p> <table border="1"> <thead> <tr> <th colspan="2">Experience: Scoring Matrix</th></tr> <tr> <th>Number of years of experience</th><th>Score</th></tr> </thead> <tbody> <tr> <td><10</td><td>0</td></tr> <tr> <td>10 - 11 years' experience</td><td>25</td></tr> <tr> <td>12 - 14 years' experience</td><td>30</td></tr> <tr> <td>15 years and more</td><td>40</td></tr> </tbody> </table> <p>Please Note:</p> <ul style="list-style-type: none"> • In the event that the RAF cannot validate the statements submitted by the service provider, the service provider will be scored zero (0). • Failure by the service provider to submit references as per the matrix above with relevance to Off-site document storage will lead to zero (0) points being awarded; • Please provide accurate contact details of the clients' representative(s) that can verify the statements of the service provider • RAF will contact the references before the scoring begins. 	Experience: Scoring Matrix		Number of years of experience	Score	<10	0	10 - 11 years' experience	25	12 - 14 years' experience	30	15 years and more	40	
Experience: Scoring Matrix													
Number of years of experience	Score												
<10	0												
10 - 11 years' experience	25												
12 - 14 years' experience	30												
15 years and more	40												

<p>10.2.2 Experience of the resource/s to be allocated to RAF.</p> <p>The resource/s to be deployed to the RAF must be suitably qualified and skilled in leading an off-site storage project. The resource/s to be deployed to the RAF must each have a minimum of five (5) years' experience in leading off-site storage project. The service provider to propose two (2) project leads as per RAF Regional Offices.</p> <table border="1"> <thead> <tr> <th colspan="2">Experience: Scoring Matrix</th></tr> <tr> <th>No of years' experience</th><th>Score</th></tr> </thead> <tbody> <tr> <td>< 5 years</td><td>0</td></tr> <tr> <td>≥ 5 and ≤ 6 years</td><td>25</td></tr> <tr> <td>≥ 7 and ≤ 8 years</td><td>30</td></tr> <tr> <td>> 9 years and more</td><td>40</td></tr> </tbody> </table> <p>Proof: Summary of CV for the resources detailing Personal</p>	Experience: Scoring Matrix		No of years' experience	Score	< 5 years	0	≥ 5 and ≤ 6 years	25	≥ 7 and ≤ 8 years	30	> 9 years and more	40	40
Experience: Scoring Matrix													
No of years' experience	Score												
< 5 years	0												
≥ 5 and ≤ 6 years	25												
≥ 7 and ≤ 8 years	30												
> 9 years and more	40												

<p>information, Qualification, work experience and references.</p> <p>Please Note: Failure to meet the minimum of 5 years' experience, the CVs will not be considered further.</p> <p>In the event that the service provider is unable to meet the requirements to assign the allocated resources as per submitted CV for this bid (the resource that was scored for this bid), the service provider must provide a similar or more experienced resource (s) for this bid.</p>	
Total technical/functional	80
Threshold	50

Bidders who score a minimum threshold of **50 out of 80** points on phase 1 of technical/functional evaluation will be considered for further evaluation on demonstration of the proposed system which will be out of **20**. The total score of functionality will add to **100**. Bidders must score a **minimum of 15 out of 20** for demonstration in order to be evaluated further on price and specific goals. Total score for functionality should be **65** out of **100**.

Demonstration: Phase 2 – Part 2

Demonstration will look at the following:

Technical / Functional Criteria	Score
<p>10.2.5 Compliance to Scope – Product Demonstration</p> <p>The service provider must:</p> <ol style="list-style-type: none"> 1) Provide a demonstration of the actual system for the workflow of document storage process from collection until retrieval 2) The demonstration must cover all requirements as per the scope provided in this bid document; 3) Failure by the service provider to attend and demonstrate to the RAF will result in the service provider being disqualified; 4) Bidder's must meet a minimum of 20 points in the demonstration in order to qualify for price and preference evaluation; 5) Demonstration to include display of the storage system functionality; 	20

Demonstration Requirements	Score		
Functional aspects: <ul style="list-style-type: none"> ○ Document Management; (2) ○ Reporting aspects: (2) ○ Turnaround times for document/file retrievals/collections (1) <p>If an aspect is not covered a bidder will score Zero (0).</p>	5		
System requirements Bidders must display examples on; <ul style="list-style-type: none"> ○ Security (2) ○ Audit (2) ○ Integrity (2) ○ Maintainability (2) ○ Documentation (2) 	10		
Document Management Functionality <ul style="list-style-type: none"> ○ Capturing (1) ○ Locating (1) ○ Requesting, retrieval, dispatching and delivery (1) ○ Uploading of scanners (1) ○ Filling (receiving, auditing, put away and position of the file) (1) 	5		
Note: Bidders will be disqualified if their demonstration differs from the aspects stated above.			
Phase 2 – Part 2: Total Points			20

11. PRICE EVALUATION – Phase 4

The evaluation for Price and B-BBEE shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows:

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

ANNEXURE A

The attached annexure A is the list of the requirements from the RAF. Please quote as per all items listed in the pricing schedules.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL

CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incident al services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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.

- 21.4 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.
- 21.5 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.6 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.

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.

23.3 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. Governin g 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. Applicabl e law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. Nation al Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

- 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.

