# INVITATION TO BID

**BID NO:**

**RAF/2026/00055**

**BID DESCRIPTION:**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE RENTAL OF HIGH-VOLUME DOCUMENT SCANNERS INCLUDING INSTALLATION, MAINTENANCE AND SUPPORT FOR RAF OFFICES NATIONWIDE FOR A PERIOD OF TWO (2) YEARS.**

**PUBLICATION DATE: 25 AUGUST 2026**

**NON-COMPULSORY BRIEFING SESSION DATE AND TIME: 08 SEPTEMBER 2026 @ 11:00 AM**

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

https://teams.microsoft.com/meet/361286317553701?p=PNR6XMNji48vPcBaXT

**CLOSING DATE: 02 OCTOBER 2026 @ 11H00 AM**

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

## TABLE OF CONTENTS FOR BID RAF/2026/00055



**IMPORTANT NOTES:**

1. Bid documents are available on the website (www.raf.co.za) at no cost.
2. Submission of Proposals
   - Bid responses must be placed in the tender box clearly marked with a tender number and description; and
   - Bidders are required to submit an original Bid Document/Proposal and a Copy (To be enclosedin the envelope which contains the Original Bid Document/Proposal
   - The proposal must be deposited in the tender box situated at the reception of RAF at the address given below:

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

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

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

   Bid Enquiries: Bathabile Mahlangu

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

   **Note: No telephonic enquiries will be entertained.**

   Closing date and time for Bid questions and enquiries: **15 September 2026**

   Publication date for Questions & Answers: **21 September 2026**

   Questions and Answers will be published on the RAF website and eTender portal.

**Important Notes:**

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

**LEGISLATIVE REQUIREMENTS**

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

| **Returnable Documents / Information** | **Check list**<br>✓ **Tick each box** |
|---|---|
| SBD 1: Completed, attached and signed | |
| SBD 3.1 or 3.2 or 3.3 Completed, attached and signed | |
| SBD 4: Completed, attached and signed | |
| SBD 5: Completed, attached and signed | |
| SBD 6.1: Completed, attached and signed | |
| Proof of Construction Industry Development Board (CIDB) registration, if applicable. | |
| Specification document | |
| General Condition of contract | |
| Provide Tax TCS Pin to verify Tax Status: Attached<br>(In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax TCS Pin.) | |
| If the bidder is a joint venture, consortium or other unincorporated grouping of two or more persons/ entities, a copy of the joint venture agreement between the members should be provided. | |
| Registered on the Central Supplier Database of National Treasury. (For registration information, go to https://secure.csd.gov.za/) | |

***Note: Some requirements may not be applicable to international suppliers/ bidders and only those suppliers/ bidders will be exempted from these mandatory/ legislative requirements. All SBDs must be submitted (signed) noting where it is not applicable.***

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROAD ACCIDENT FUND | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **RAF/2026/00055** | CLOSING DATE: | **02 OCTOBER 2026** | CLOSING TIME: | **11H00** |
| DESCRIPTION | **APPOINTMENT OF A SERVICE PROVIDER FOR THE RENTAL OF HIGH-VOLUME DOCUMENT SCANNERS INCLUDING INSTALLATION, MAINTENANCE AND SUPPORT FOR RAF OFFICES NATIONWIDE FOR A PERIOD OF TWO (2) YEARS.** | | | | |

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

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|---|---|---|
| CONTACT PERSON | **Bathabile Mahlangu** | CONTACT PERSON | |
| TELEPHONE NUMBER | | TELEPHONE NUMBER | |
| FACSIMILE NUMBER | **N/A** | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | bathabilem@raf.co.za | E-MAIL ADDRESS | |

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

| | | | |
|---|---|---|---|
| **1** ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | ☐Yes ☐No<br>[IF YES ENCLOSE PROOF] | **2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | ☐Yes ☐No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |

| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
|---|---|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES ☐ NO |
| **IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | |

**PART B**
**TERMS AND CONDITIONS FOR BIDDING**

| **1.** | **BID SUBMISSION:** |
|---|---|
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.** |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. | **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |

| **2.** | **TAX COMPLIANCE REQUIREMENTS** |
|---|---|
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 | WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 | NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:……………………………………………

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

## *PRICING SCHEDULE – FIRM PRICES*

**(PURCHASES)**

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

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

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

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

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

- Required by: ………………………………….
- At: ………………………………….
  …………………………………
- Brand and model ………………………………….
- Country of origin ………………………………….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ………………………………….
- Period required for delivery ………………………………….
  *Delivery: Firm/not firm
- Delivery basis ……………………………………

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

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

*Delete if not applicable

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

## 2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| Full Name | Identity Number | Name of organ of state |
|---|---|---|
| | | |
| | | |
| | | |
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| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |

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

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

2.3.1 If so, furnish particulars:

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

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

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

| **Supplier registration number (MAAA)** | **Status (active/inactive/deleted)** |
|---|---|
| | |
| | |
| | |
| | |
| | |

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

## 3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

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

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

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

………………………………… ..……………………………………………
Signature Date

………………………………… ………………………………………………
Designation Name of bidder

**SBD:5**

**THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION**

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

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

**1. PILLARS OF THE PROGRAMME**

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

(a) Any single contract with imported content exceeding US$10 million.

Or

(b) Multiple contracts for the same goods, works or services each with imported content exceding US$3 million awarded to one seller over a two-year period which exceeds US$10 million in total.

Or

(b) A contract with a renewable option clause, where should the option be excercised, the total value of the imported content will exceed US$10 million.

Or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US$10 million.

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

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

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

## 2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

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

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

3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the dti in determining the NIP obligation , successful bidders (contractors) are required, immediately after being officially notiied about any successful bid with a value in excess of R10 million, to contact and furnish the dti with the following information:

- Bid/contract number;
- Description of the goods, works or services;
- Date on which the contract was accepted;
- Name, address and contact details of the government institution;
- Value of the contract; and
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane withion five (5) working days after the award of the contract. Mr Malapane may be contacted on the telephone number (012) 394 1401, facsmile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

## 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the dti with the information required, the following steps will be followed:

a. The contractor and the dti will determine the NIP obligation;

b. The contractor and the dti will sign the NIP obligation agreement;
c. The contractor will submit a performance guarantee to the dti;
d. The contractor will submit a business concept for consideration and approval by the dti;
e. Upon approval of the business concept by the dti, the contractor will submit detailed business plans outlining the business concepts;
f. The contractor will implement the business plans; and
g. The contractor will submit bi-annual progress reports on approved plans to the dti.

4.2 The NIP obligation agreement is between the dti and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number ………………………………………………………………………………….

Closing date: ………………………………………………………………………………

Name of bidder: …………………………………………………………………………..

Postal address

………………………………………………………………………………

…………………………………………………………………………

Signature………………………………Name (in print)……………………………..

Date…………………………………………..

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

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

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

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## 1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

| 80/20 | or | 90/10 |
|---|---|---|
| $$Ps = 80\left(1 + \frac{Pt-P\,max}{P\,max}\right)$$ | or | $$Ps = 90\left(1 + \frac{Pt-P\,max}{Pmax}\right)$$ |

Where

| | | |
|---|---|---|
| Ps | = | Points scored for price of tender under consideration |
| Pt | = | Price of tender under consideration |
| Pmax | = | Price of highest acceptable tender |

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

| | | | | |
|---|---|---|---|---|
| national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (minimum 51% ownership or more) | | | | |
| Women<br>(minimum 51% ownership or more) | **8** | **4** | | |
| Persons with disabilities<br>(minimum 51% ownership or more) | **2** | **1** | | |
| | | | | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

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

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

| |
|---|
| ………………………………………… |
| **SIGNATURE(S) OF TENDERER(S)** |
| **SURNAME AND NAME**: ………………………………………………………… |
| **DATE:** ………………………………………………………… |
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**BID SPECIFICATION – APPOINTMENT OF A SERVICE PROVIDER FOR THE RENTAL OF HIGH-VOLUME DOCUMENT SCANNERS INCLUDING INSTALLATION, MAINTENANCE AND SUPPORT FOR RAF OFFICES NATIONWIDE FOR A PERIOD OF TWO (2) YEARS.**

## 1. BACKGROUND OF THE ROAD ACCIDENT FUND

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

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

## 2. SPECIAL INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

- That the bidder is registered on the National Treasury Central Supplier Database (CSD)
- The bidder’s tax status is compliant with the South African Revenue Service (SARS), in cases where the recommended bidder is non-compliant with SARS, the bidder will be allowed seven (7) working days to rectify their tax matters, if the bidder fails to rectify

their tax matters, the bidder will be then disqualified once the 7 working day period lapses.

## 3. BACKGROUND OF THE BID

The RAF claims staff handle and process high volumes of physical documents as part of its business operations. Physical handling of documents introduces challenges of logistics, physical document storage, and process inefficiencies.

RAF seeks to address these challenges by sourcing a high-volume document-scanning solution, thereby introducing efficiency and speed to the process of digitising documents. RAF seeks to secure a scalable, feature-rich, high-volume document scanning solution deployed at all RAF offices through rental for a period of two (2) years.

## 4. SCOPE OF REQUIREMENTS

**4.1** The RAF requires the services of a suitably qualified service provider for the rental of one hundred and twenty (120) high-volume document scanners, including installation, maintenance, and support for RAF offices nationwide for a period of two (2) years with all risk, R0.00 excess insurance.

**4.2** The scope of the RAF scanning service requirements shall include, but is not limited to the following:

4.2.1 Provision of a complete managed service solution or Hardware-as-a-Service for bulk document scanning for the duration of the contract.

4.2.2 All hardware provided under this agreement will be on a rental basis and ownership of the hardware will remain with the service provider. The service provider should tag all scanners with a barcode and their name.

4.2.3 Supply and delivery of scanning devices, including all necessary peripherals, that meet the performance and technical requirements as further detailed in paragraph 4.5 below.

4.2.4 Install, configure, and set up the solution.

4.2.5 Provide user training and ensure skills transfer for the RAF's first-line technical support.

4.2.6 Support and maintain (including all consumables) the solution for the duration of the contract.

4.2.7 Provide monitoring and reporting on the rental devices.

4.2.8 Maintain asset registers.

4.2.9 Provide replacement units as and when required.

4.2.10 Integrate scanners with the existing environment where applicable, for example, SharePoint document repository.

4.2.11 Enter into a Service Level Agreement with performance measures and monthly reporting on key performance indicators.

4.2.12 Provide Project Management services to oversee the roll-out of the solution.

4.2.13 Provide Account Management services to ensure RAF has a single point of contact for the duration of the contract.

4.2.14 Create an installation ISO image encompassing all the necessary drivers and Capture – On- Touch software.

4.2.15 Scanners should be able to scan, auto-index and name scanned documents, including automatic movement of scanned documents to the document repository. RAF is currently using SharePoint Online as a document repository.

4.2.16 Scanners should be able to auto-split the scanned PDF files once the file size reaches 50 MB.

## 4.3 Service Locations

The RAF operates offices nationally:

4.3.1 The service provider must deliver, install, configure and provide support for the document scanners at RAF offices in multiple locations as listed in table A below.

4.3.2 The number of scanners required per site varies and is estimated in table A below:

Table A

| No. | Office | Quantity* |
|---|---|---|
| 1. | Cape Town | 21 |
| 2. | Durban | 16 |
| 3. | East London | 12 |
| 4. | Johannesburg | 30 |
| 5. | Pretoria | 41 |
| 6. | **Total** | **120** |

*** Note, the quantities indicated are for pricing purposes and may be amended (increased or reduced) subject to the actual and or changing business needs.**

4.3.3 Additional locations (including but not limited to Mbombela, Mahikeng, Polokwane, Bloemfontein, Kimberly, and Gqeberha) and/or quantities may be required due to changing business needs; therefore, the service provider should take this into consideration.

4.3.4 Reassignment (relocation) and installation of scanners may be required due to changing business needs.

4.3.5 Should the changes mentioned above have financial implications, same shall be agreed upon and approved accordingly prior to implementing these changes.

4.3.6 The bidders must share the rate per Km for the relocation of scanners.

## 4.4 Solution Deployment

The following are detailed requirements for the deployment of the high-volume scanners:

4.4.1 The service provider will install and configure scanners at each of the specified locations and ensure that the solution operates properly. The deployment process should be scheduled in advance and coordinated with the site management to minimize disruptions to business operations.

4.4.2 User tests and integration tests must be performed to validate the correct performance of the delivered solution and obtain user sign-off.

4.4.3 All associated software and peripherals will be installed and set up on the target devices.

## 4.5 Technical and Functional Requirements

The technical and functional requirements portion of this RFB describes the technical and performance specifications of the high-volume scanners to be provided under a managed services contract to RAF.

### 4.5.1 **Scanning Speed**

High-volume scanners must be able to scan large volumes of documents quickly. Detailed requirements for scanning speed are as follows:

4.5.1.1 **Simplex and Duplex Scanning Speed:** High-volume and enterprise-scale scanners should have a fast-scanning speed for both simplex and duplex scanning. Simplex scanning refers to the process of scanning one side of a single sheet of paper, while duplex scanning refers to the process of scanning both sides of a sheet of paper in a single pass.

4.5.1.2 **Required Scanning Speed:** A scanning speed of at least 110 pages per minute (ppm) for simplex scanning, and 220 images per minute (ipm) for duplex scanning is required for high volume and enterprise scale scanners.

4.5.2 **Document Feeder**

The scanner's document feeder should handle a variety of paper sizes and types, including thick- or thin-gauge documents and envelopes. It should also be able to hold many documents at once to facilitate batch scanning. Detailed requirements for document feeders are as follows:

4.5.2.1 **Automatic Document Feeder (ADF):** The scanner should be equipped with an automatic document feeder that allows for the quick and efficient scanning of multiple pages.

4.5.2.2 **Capacity:** The capacity of the ADF should be large enough to handle 500 pages.

4.5.2.3 **Document Size:** The ADF should be capable of handling a wide range of document sizes, including but not limited to letter, legal, A3, A4 and A5 sizes.

4.5.2.4 **Document Thickness:** The ADF should be able to handle documents of different thicknesses, including thin paper, thick paper, and cardstock. The ADF should be designed to prevent paper jams and ensure that all pages are fed through the scanner smoothly.

4.5.2.5 **Document Orientation:** The ADF should be able to handle documents with different orientations, including portrait and landscape.

4.5.2.6 **User Interface:** The ADF should have a clear and easy-to-use user interface that allows the user to select scanning options, adjust settings, and monitor the scanning process.

4.5.3 **Multi-feed Detection**

High-volume scanners should be able to detect and flag multiple sheets feeding through the scanner simultaneously. This is a crucial feature that ensures the integrity of the scanned document set and prevents data loss. Detailed requirements for multi-feed detection:

4.5.3.1 **Multi-feed Detection Technology:** The scanner should use advanced multi-feed detection technology to detect when more than one document is being fed through the scanner at the same time.

4.5.3.2 **Ultrasonic and Infrared Sensors:** The scanner should be equipped with both ultrasonic and infrared sensors, which can detect multi-feed incidents caused by different types of paper, such as glossy paper, thin paper, or carbonless paper.

4.5.3.3 **Adjustable Sensor Sensitivity:** The scanner should allow ICT personnel to adjust the sensitivity of the sensors, which can help minimize false positives and false negatives during scanning.

4.5.3.4 **Error Prevention:** The scanner should have mechanisms in place to prevent scanning errors caused by multi-feed incidents, such as stopping the scanning process, notifying the user, and automatically re-feeding the documents.

4.5.3.5 **Error Handling:** The scanner should have error-handling capabilities in place to help ICT personnel diagnose and resolve any multi-feed errors that may occur during the scanning process.

### 4.5.4 Image Quality

The scanner should produce high-quality images, with a minimum resolution of 200 dpi. It should also include image enhancement features such as automatic colour detection, deskew, and blank-page removal. Detailed requirements for image quality are as follows:

4.5.4.1 **Optical Resolution:** The scanner should have a high optical resolution, which is typically measured in dots per inch (dpi). A minimum optical resolution of 200 dpi is required for high-volume and enterprise-scale scanners.

4.5.4.2 **Colour Depth**: The scanner should be capable of capturing images with a high colour depth, which refers to the number of colours that can be represented in each pixel of an image. A colour depth of at least 24 bits is recommended, which can represent over 16 million colours.

4.5.4.3 **Grey-Scale Depth:** The scanner should also be able to capture images in greyscale with a high depth, which refers to the number of shades of grey that can be represented in each pixel. A grey-scale depth of at least 8 bits is recommended, allowing up to 256 shades of grey.

4.5.4.4 **Image Enhancement:** The scanner should be equipped with features that enhance the quality of scanned images, such as auto-cropping, auto-straightening, and auto-colour correction. These features can help ensure that the scanned images are clear and legible.

4.5.4.5 **Noise Reduction:** The scanner should be able to reduce noise in scanned images, which can be caused by factors such as dust on the scanner bed or imperfections in the original document. This can be achieved through features such as automatic thresholding and noise reduction (despeckling).

4.5.4.6 **Sharpness and Contrast:** The scanner should be able to capture images with sharp details and high contrast, which can be important for documents with fine print or intricate designs. The scanner should have features such as sharpness filters, contrast adjustment, and image edge enhancement.

4.5.4.7 **File Format:** The scanner should be able to save scanned images in a wide range of file formats, including but not limited to TIFF, PDF, JPEG, and BMP. The chosen file format should support high-quality images with high resolution, colour depth, and greyscale depth.

### 4.5.5 Scanning Volumes

The scanner should handle a high volume of documents and operate continuously for extended periods without overheating. Detailed requirements for the duty cycle are as follows:

4.5.5.1 **Daily Duty Cycle:** The duty cycle of a scanner is defined as the number of scans it can perform in a day or a month. High volume and enterprise scale scanners should have a high duty cycle to handle large volumes of documents with a minimum of 70,000 per day.

4.5.5.2 **Duty Cycle Rating:** The duty cycle rating of the scanner should be provided by the manufacturer.

## 4.6 Connectivity, Integration, and Security

### 4.6.1 Connectivity

The scanner should be compatible with a range of operating systems and have multiple connectivity options, including USB and Ethernet. Detailed requirements for connectivity are as follows:

4.6.1.1 **Wired Connectivity:** The scanner should support wired connectivity, such as USB and Ethernet, to enable fast data transfer and reliable connectivity.

4.6.1.2 **Network Integration:** The scanner should be able to integrate with existing networks and software applications, such as document management systems and cloud storage services. This can enable efficient workflow management and document sharing.

### 4.6.2 Software Integration

The scanner should be compatible with a range of software applications, including document management systems, OCR software, and email clients. It should also be able to integrate with enterprise content management systems and business process automation software. Detailed requirements for software integration are as follows:

4.6.2.1 **Document Capture Software Integration:** The scanner should be able to integrate with popular document capture software, for example, Kofax, Knowledgelake or OpenText.

4.6.2.2 **Optical Character Recognition (OCR) Software:** The scanner should support OCR function, which can convert scanned documents into searchable and editable formats.

4.6.2.3 **Advanced Image Processing Software:** The scanner should have advanced image processing software that can automatically crop, deskew, and rotate images, as well as remove unwanted backgrounds and enhance image clarity.

4.6.2.4 **Batch Scanning Software:** The scanner should support batch scanning, which can allow ICT personnel to scan large numbers of documents quickly and easily.

4.6.2.5 **Barcode, QR code, and Patch code Recognition: The scanner should be able to recognize barcodes, QR codes,** as well as patch codes, which can help automate the scanning process and facilitate document indexing.

4.6.3 **Reporting**

4.6.3.1 **Usage Reports**: The scanner should provide comprehensive usage reports indicating hours of operation, user logs, volumes of documents scanned, and other related utilization reports.

Device Reporting: Provide proactive monitoring reports such as device performance analytics and predictive failure detection.

4.6.4 **Security**

Enterprise-scale scanners should include built-in security features such as user authentication, data encryption, and secure erasure to protect sensitive information. Detailed requirements for security are as follows:

4.6.4.1 **User Authentication:** The scanner should require user authentication to ensure that only authorized personnel have access to the scanned documents. Authentication methods may include password protection, smart cards, or biometric scanning (such as fingerprint or facial recognition or a secure login process that requires a password or smartcard authentication. The scanner should have the capability to limit access to authorized personnel only.

4.6.4.2 **Robust Security Features:**

Details of robust security features are as follows:

4.6.4.2.1 **Encryption:** The scanner should support encryption to protect against unauthorized access and data breaches. The scanner should use strong encryption, such as AES or RSA, to protect data both in transit and at rest.

4.6.4.2.2 **Secure Erase:** The scanner should support secure erase capabilities to ensure that scanned documents are completely erased from the device's memory once they are no longer needed.

4.6.4.2.3 **Firmware Updates:** The scanner should receive regular firmware updates to patch vulnerabilities and maintain device security.

## 4.7 Non-functional Requirements

4.7.1 **Scalability**

The scanner should be capable of scaling to meet increasing demands and changing business needs, without compromising performance, image quality, or reliability.

4.7.1.1 High-volume scanners must also be designed to work with various system architectures and deployment models, including on-premises, cloud-based, and hybrid environments.

4.7.2 **Robustness**

4.7.3 The scanner should be built to withstand high-volume use with durable components. Details of the robust scanner are as follows:

4.7.3.1 **Durability:** A robust scanner should be built to withstand heavy use, with a sturdy construction that can resist wear and tear. The scanner should be made of high-quality materials that can withstand repeated use.

4.7.3.2 **Shock and vibration resistance:** A robust scanner should be designed to handle shocks and vibrations, which can be caused by transportation or during operation. The scanner should have a sturdy frame and components that are securely mounted to prevent damage or displacement due to vibrations or jarring movements.

4.7.3.3 **Temperature and humidity resistance:** A robust scanner should be designed to handle various temperature and humidity conditions, which can be encountered in different environments. The scanner should have a temperature-controlled environment and be equipped with humidity sensors to ensure that the components are protected from moisture.

4.7.3.4 **Protection against dust and debris:** A robust scanner should be designed to handle dust and debris, which can accumulate over time and damage the internal components. The scanner should have a protective cover or a filter to prevent the accumulation of dust and debris inside the scanner.

4.7.4 **Interoperability**

The scanner should be able to seamlessly integrate with other systems and technologies, including software applications, servers, and network infrastructure. It ensures that the scanner can work seamlessly with other hardware and software systems in the organization's ICT infrastructure. This is critical for ensuring that the scanner can be easily integrated with existing systems and workflows, which can help reduce implementation costs and increase efficiency. To meet the interoperability requirement, high-volume scanners should be designed with the following key features:

4.7.4.1 **Compatibility with different operating systems:** The scanner should be designed to be compatible with different operating systems, including Windows, Mac OS, and Linux, to ensure that it can work seamlessly with a wide range of different computer systems.

4.7.4.2 **Compatibility with different software:** The scanner should be designed to work seamlessly with a wide range of different software, including document management systems, OCR software, and image processing software. This can help ensure that the scanner can be easily integrated into existing workflows, reducing the time and cost required for implementation.

4.7.4.3 **Support for network scanning:** The scanner should be designed to support network scanning, which enables it to be easily shared across a network and accessed by multiple users. This can help increase efficiency and reduce costs by eliminating the need for multiple scanners in different locations.

### 4.7.5 Usability

The scanner should be designed for ease of use, with an intuitive interface, clear instructions, and minimal training required for users. This ensures that the scanner is easy and efficient to use, even with high volumes of documents. A scanner with high usability can minimize the risk of user errors, reduce training time, and increase productivity. To meet the usability requirement, high-volume scanners should be designed with the following key features:

4.7.5.1 **User-friendly interface:** The scanner should be designed with a user-friendly interface that is intuitive and easy to navigate. This can include touchscreens, large buttons, and clear labelling to ensure that users can quickly and easily understand how to use the scanner.

4.7.5.2 **Customizable settings:** The scanner should be designed with customisable settings that allow users to adjust settings such as resolution, colour, and file format to meet their specific needs. This can include the ability to save user preferences for future use, and the ability to easily switch between different settings.

4.7.5.3 **Document editing and manipulation:** The scanner should be designed with document editing and manipulation features that can help users to quickly and easily manipulate scanned documents. This can include features such as cropping, rotating, and deskewing.

### 4.7.6 Availability

The scanner should have a high level of availability, with minimal downtime and fast recovery from any system or hardware failures. It ensures that the scanner is always available and ready for use when needed. A scanner with high availability can minimized the risk of downtime and loss of productivity and ensure that critical business processes are not disrupted. To meet the availability requirement, high-volume scanners should be designed with the following key features:

4.7.6.1 **Redundancy:** High-volume scanners should be designed with redundancy features that can ensure continuous operation even in the event of a hardware or software failure. This can include redundant power supplies, backup systems, or failover mechanisms that can take over if the primary system fails.

4.7.6.2 **Fault-tolerance:** The scanner should be designed with fault-tolerant systems that can detect and recover from errors quickly and automatically. This can include error detection and correction mechanisms that can detect and correct errors in real-time.

4.7.6.3 **Monitoring and alerting:** The scanner should be equipped with monitoring and alerting systems that can detect and notify users of any issues that may impact availability. This can include performance monitoring tools that can detect bottlenecks and resource constraints before they cause downtime.

## 4.8 Support and Maintenance

### 4.8.1 Training and Skills Transfer

4.8.1.1 **Technical Training:** The service provider will provide skills transfer to RAF technical teams to ensure competency to provide first line technical support (problem identification and reporting).

4.8.1.2 **Training for Users:** The service provider to provide training for allocated users of the scanners. The training should cover topics such as how to operate the scanner, how to maintain it, and how to troubleshoot common issues. The training should be provided on-site and should be tailored to the specific needs of the users. Furthermore, on-demand eLearning (self-paced learning) must be made available to all users at no additional cost to RAF.

4.8.1.3 **Documentation:** The service provider to provide detailed documentation for the scanner, including user manuals, maintenance guides, and technical specifications. The documentation should be provided in either electronic or hardcopy formats.

### 4.8.2 Service Levels

The service provider is expected to provide a Service Level Agreement (SLA) which outlines their commitments to support the equipment and maintain its performance. The following must be incorporated into the Service Level Agreement:

| **Service Level Element** | |
|---|---|
| Minimum scanner availability target | 98% uptime per month |
| Technical Support Availability | During business hours |
| Maximum Response Time | 60 min |
| Maximum Resolution Time | 4 hours |
| Onsite Support | two (2) years onsite support and Warranty (Includes 2 years Accident Damage) |
| Monthly SLA Review | Yes |
| Penalty for breach of SLA | Yes, including service credits or financial penalties |

| | |
|---|---|
| Device Provisioning | Device delivered to the RAF Office within three business days of order |
| Device Maintenance | Quarterly Preventive maintenance and servicing |
| Hardware Replacement | Service provider to provide Loan/backup scanning equipment if repairs cannot be done within the agreed SLA time frames (4 Hours).<br>Critical offices may require same-day replacement |
| Software updates and patches | Automatic updates and patches applied within 5 working days after release. |
| End-of-life Management | Devices securely wiped of all data and responsibly disposed of at the end of the rental agreement. Certificate to be issued per device in confirmation. |
| Environmental Compliance | Devices comply with all applicable environmental regulations and certifications, such as Energy Star and Electronic Product Environmental Assessment Tool (EPEAT) |
| Helpdesk | Call Logging process in place to monitor and track calls logged. |
| Reporting | Monthly updates on metrics such as uptime, response time, uptime percentage and resolution time, as well as critical incidents that occurred and how they were resolved.<br>Device performance reporting and analytics must be provided Service provider to hold monthly SLA Meetings and provide Minutes and Reports<br>Service provider must attend the Quarterly Performance Review meetings with ICT management for strategic alignment and overall account health status |

4.8.3 **Maintenance**

The scanner should be easy to maintain, with simple user-replaceable parts and easy access for cleaning. Detailed requirements for maintenance:

4.8.3.1 **Easy Cleaning:** The scanner should be designed for easy cleaning, with components that are easy to remove and clean. This can help ensure that the scanner is free of dust and debris, which can degrade image quality and lead to malfunctions.

4.8.3.2 **Replaceable Parts:** The scanner should have easily replaceable parts, such as rollers and pads, to reduce downtime and keep the scanner functioning at optimal levels.

4.8.3.3 **Proactive Monitoring and Self-Diagnostics:** The scanner should have monitoring capabilities and self-diagnostics features that can help detect and identify any issues with the scanner. This can help ICT personnel troubleshoot include monitoring capabilities and self-diagnostics to detect and identify issues quickly and reduce downtime.

4.8.3.4 **Remote Diagnostics:** The scanner should support remote diagnostics, which can allow ICT personnel to diagnose and resolve issues remotely, without the need to be physically present.

4.8.3.5 **Warranty and Service Agreements:** The scanner should come with a warranty and service agreement that covers repairs and replacement of parts in case of any malfunction.

4.8.4 **Support**

The scanner should come with a comprehensive support package, including technical support, warranty, and on-site service options. Detailed requirements for support are as follows:

4.8.4.1 **Dedicated Technical Support:** The service provider should provide a dedicated technical support team that can help resolve any issues that may arise in line with the SLA.

4.8.4.2 **Knowledge Base:** The service provider should provide a comprehensive knowledge base with frequently asked questions (FAQs), troubleshooting guides, and user manuals.

4.8.4.3 **On-Site Support**: The service provider should provide on-site support if necessary, such as for installation or troubleshooting.

4.8.4.4 **Escalation Process:** The service provider should have an escalation process in place to ensure that all issues are addressed quickly and effectively.

4.8.4.5 **Proactive Support**: The service provider should provide proactive support, such as firmware updates and notifications, to ensure that the scanner is always functioning at optimal levels.

4.8.5 **Replacement Requirements**

4.8.5.1 Where repairs cannot be completed within the resolution times, i.e. 4 hours:

4.8.5.1.1 Temporary replacement units must be supplied.

4.8.5.1.2 Swap-out services must be available.

4.8.5.1.3 Loan devices must be provided.

4.8.5.2 Critical office may require same-day replacement and/or onsite spare units. The service provider must indicate the replacement logistics model, the spare pool strategy and the logistics model, spare pool strategy and regional stock holding approach.

4.8.6 **Insurance Requirements**

4.8.6.1 The bidders must provide a comprehensive All Risk insurance coverage for the duration of the rental agreement. The insurance policy must have coverage sufficient to fully indemnify the RAF against any potential loss or damage to the scanners.

4.8.6.2 The bidder must provide evidence of the "All Risk" insurance coverage, including copies of the insurance policy. The bidder shall ensure that the insurance coverage complies with all applicable laws and regulations governing insurance in the relevant jurisdiction.

4.8.6.3 The bidder must promptly manage claims associated with all risks under their supervision, ensuring no disruption to business operations of the RAF.

4.8.6.4 The RAF does not provide indemnification directly or indirectly for losses stemming from leased assets.

## 5. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process shall be conducted under the following phases:

**Phase 1: Initial Screening Process -** At this phase, Bidders' responses are reviewed to check for compliance with the submission of RAF RFB documents. **NB: Non-Compulsory Briefing Session.**

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

**Phase 3: Technical/ Functional Evaluation Process –** At this phase Bidder(s) who met the minimum threshold of 70 points out of 100 points allocated at Technical Evaluation will be further evaluated on Price and Specific Goal points.

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

## 5.1 MANDATORY REQUIREMENTS

All bidders who do not comply with the mandatory requirements will be disqualified and will not be considered for further evaluation on the functional requirements.

**Bidders must indicate by ticking (√) the correct box indicating that they Comply OR Do not Comply.**

| **5.1.1. OEM Accreditation** | **Comply** | **Not Comply** |
|---|---|---|
| The bidder must be an OEM or accredited by OEM (Original Equipment Manufacturer) as a distributor/ partner/reseller.<br><br>The bidder must submit a valid proof of accreditation in the form of a certificate, or a letter in the letterhead of an OEM, or any other documentary proof as issued by the OEM. **The RAF reserves the right to seek clarity from the OEM with regards to the validity and scope of the OEM certificate/letter.** | | |
| **5.1.2 Functionalities of the Scanning Machine** | **Comply** | **Not Comply** |
| **5.1.2.1** The bidder must indicate that they will develop a script to automatically split scanned PDF files when the file size reaches 50 MB.<br><br>**Notes:**<br>• **The bidder must indicate compliance with this requirement by ticking either comply or not comply.**<br>• **In the case where the bidder does not tick neither comply nor not comply, the bidder will be non-compliant with this requirement.** | | |
| **5.1.2.2** The bidder must indicate that they will create an installation ISO image that includes all necessary drivers and Capture-On-Touch software or equivalent.<br><br>**Notes:**<br>• **The bidder must indicate compliance with this requirement by ticking either comply or not comply.**<br>• **In the case where the bidder does not tick neither comply nor not comply, the bidder will be non-compliant with this requirement.** | | |

| | | |
|---|---|---|
| **5.1.2.3** The bidder must indicate that they will develop a script that enables auto-indexing and naming of scanned documents and automatically moves them to the designated OneDrive location.<br><br>**Notes:**<br>• **The bidder must indicate compliance with this requirement by ticking either comply or not comply.**<br>• **In the case where the bidder does not tick neither comply nor not comply, the bidder will be non-compliant with this requirement.** | | |

**Bidders are required to confirm compliance with the technical requirements in the below table (Please indicate if you comply to every line item):**

| **5.1.3 Mandatory** | | **Requirements** | **Comply** | **Not Comply** |
|---|---|---|---|---|
| **5.1.3.1** | Scanner Type | ADF (Automatic Document Feeder) – NB: No flatbed scanners will be considered | | |
| **5.1.3.2** | ADF Capacity | The scanner should be able to load 500 pages or more at a time | | |
| **5.1.3.3** | Scanning Speed | 110ppm or more for simplex scanning and 220ipm or more for duplex scanning | | |
| **5.1.3.4** | Duty Cycle | The scanner should be able to scan 70 000 pages or more per day | | |
| **5.1.3.5** | Connectivity | Support for wired connectivity i.e., USB, Ethernet | | |
| **5.1.3.6** | Integration | Integrate with standard Enterprise Content Management applications. Eg. SharePoint, Kofax | | |
| **5.1.3.7** | Optical Resolution | Not less than 200dpi (dots per inch) | | |
| **5.1.3.8** | Optical Character Recognition (OCR) Functionality | The scanner should support OCR functionality, | | |
| **5.1.3.9** | Usage Reports | The scanner should provide comprehensive usage reports indicating hours of operation, users' logs, | | |

| | | | | |
|---|---|---|---|---|
| | | volumes of documents scanned, and other related utilization reports | | |
| **5.1.3.10** | Software / Drivers | Twain/Isis Drivers as well as OEM software | | |
| **5.1.3.11** | Operating System | Support for all Microsoft Windows platforms | | |
| **5.1.3.12** | Image Processing Functions | Multi image output, Automatic colour detection, Blank page detection, Static threshold, Hole punch removal, Cropping, De-Skew, noise removal, Auto-Indexing. | | |
| **5.1.3.13** | Confirm if you have appropriate support structure in all the provinces | Eastern Cape | | |
| | | Free State | | |
| | | Gauteng | | |
| | | KwaZulu Natal | | |
| | | Limpopo | | |
| | | Mpumalanga | | |
| | | Northern Cape | | |
| | | Northwest | | |
| | | Western Cape | | |

**NOTE: BIDDERS WHO DO NOT COMPLY WITH ONE OF THE ABOVE STATED MANDATORY REQUIREMENTS WILL NOT BE CONSIDERED FOR THE TECHNICAL/FUNCTIONAL CRITERIA EVALUATION.**

## 5.2 TECHNICAL / FUNCTIONAL CRITERIA

Functionality is equal to a total of 100 points. The minimum threshold is 70 points. Bidders who score less than 70 points on functionality will be disqualified.

| Technical/Functional Criteria | Points |
|---|---|
| **5.2.1 Track Record**<br><br>The bidder must provide a list of reference clients. The bidder must have supplied a minimum of 20 high-volume document scanners in total for all the reference clients. | **20** |

| **Track Record: Scoring Matrix** | |
|---|---|
| Number of references | Points |
| 0 References | 0 |
| 1 Reference with the minimum of 20 high-volume document scanners in total. | 5 |
| 2 References with the minimum of 20 high-volume document scanners in total. | 10 |
| 3 References with the minimum of 20 high-volume document scanners in total. | 15 |
| 4 or more References with the minimum of 20 high-volume document scanners in total. | 20 |

Please provide a similar table with the required information as shown below:

| **Client Company Name** | **Client Name and Surname** | **Client Email Address** | **Client Contact Number** | **Date Supplied** | **Number of Scanners** |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Notes:

- Any missing information for a client will result in that client reference being disqualified.
- RAF reserves the right to verify the information with the relevant clients.

| Technical/Functional Criteria | Points |
|---|---|
| **5.2.2 Support and Maintenance Experience**<br>The Bidder(s) must have experience in the Support and Maintenance of High-Volume Scanners in the last 6 years which will be calculated from the closing date of this bid. Please indicate experience by submitting a listing of reference clients indicating Support and Maintenance contract dates. For a justifiable calculation of years of experience, bidders must indicate months and years of experience.<br><br>**Please note**: Any missing information for a client will result in that client reference being disqualified. RAF reserves the right to verify the information with the relevant clients. Scoring will be done on accumulative experience, so overlapping contract duration will be counted once.<br>Please provide a similar table with the required information as shown below: | **40** |

| **Client Company Name** | **Client Name and Surname** | **Client Email Address** | **Client Contact Number** | **Description of Services** | **Start Date of Contract \Support (DD/MM/YYYY)** | **End Date of Contract \Support (DD/MM/YY)** | **Experience in Months** |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| **Accumulative Experience of the Company** | **Points** |
|---|---|
| Less than 12 Months | 0 |
| 12 – 18 Months | 10 |
| 19 – 24 Months | 20 |
| 25 – 36 Months | 30 |
| 37 Months or more | 40 |

| Technical/Functional Criteria | Points |
|---|---|
| **5.2.3 Ability to Deliver on time**<br>The bidder must provide a Delivery Plan which clearly states by when the one hundred and twenty (120) high-volume Document Scanners will be delivered, installed and configured.<br><br>**Delivery Plan: Scoring Matrix**<br>**Number of days from the order placement date. — Points**<br>Within 10 working days from the order placement date. — 40<br>Between 11 and 15 working days from the order placement date. — 30<br>Between 16 and 20 working days from the order placement date. — 20<br>More than 20 working days from the order placement date. — 0<br><br>**Note: If no Delivery Plan stating the period you would take to deliver, install and configure the high-volume Document Scanners is provided, the bidder will score zero (0).** | **40** |
| **Total** | **100** |

| Delivery Plan: Scoring Matrix | |
|---|---|
| **Number of days from the order placement date.** | **Points** |
| Within 10 working days from the order placement date. | 40 |
| Between 11 and 15 working days from the order placement date. | 30 |
| Between 16 and 20 working days from the order placement date. | 20 |
| More than 20 working days from the order placement date. | 0 |

**Bidders scoring a minimum of 70 points out of 100 points on functional / technical criteria will further be evaluated on price and specific goals evaluation.**

**5.3 PRICE AND SPECIFIC GOALS EVALUATION (Phase 3)**

The evaluation for Price and Specific Goals shall be based on the 80/20 or 90/10 preference point system and points will be allocated as follows:

| Evaluation criteria | | Points |
|---|---|---|
| **1.** | **Price** | **80/90** |
| **2.** | **Specific Goals** | **20/10** |

| # | Specific Goal | Proof | Points Allocation |
|---|---|---|---|
| 1 | South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republicof South Africa, 1996.<br>(minimum 51% ownership or more) | CSD Report | 10/05 |
| 2 | Women<br>(minimum 51% ownership or more) | ID copy / CSD report | 08/04 |

| | | | | | |
|---|---|---|---|---|---|
| | 3 | Persons with disabilities<br>(minimum 51% ownership or more) | Valid medical certificate issued by an accredited medical practitioner | 02/01 | |

## 6. PRICING SCHEDULE

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

**Notes: The bidder must ensure that their pricing for year 2 includes annual escalations.**

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

All quoted amounts MUST be all inclusive. This means, all direct and indirect related costs must be included in the management fee. No additional costs will be considered post award.

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

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

### FIXED PRICING

| **Service** | **Quantity** | **Unit Price per scanner** | **Total per month** | **Year 1 (VAT Incl.)** | **Year 2 (VAT Incl.)** |
|---|---|---|---|---|---|
| Installation (once-off) | 120 | | | | |
| Rental | 120 | | | | |
| Support and maintenance | 120 | | | | |
| **TOTAL BID PRICE FOR 2 YEARS (including VAT)** | | | | | |

**N.B: The unit price per scanner for each year, shall remain the same should the need arise for additional locations and or quantities as indicated below.**

The number of scanners required per site varies and is estimated in the table below:

| No. | Office | Quantity* |
|---|---|---|
| **1** | Cape Town | 21 |
| 2 | Durban | 16 |
| 3 | East London | 12 |
| 4 | Johannesburg | 30 |
| 5 | Pretoria | 41 |
| | **Total** | **120** |

*** Note, the quantities indicated are for pricing purposes and may be amended (increased or reduced) subject to changing business needs.**

**Additional Costs (Ad-hoc):**

The bidder must indicate the cost to decommission, relocate and reinstall a device for instances where the RAF may change offices.

| Service | Rate |
|---|---|
| Relocation | R ………………… (per KM) |
| Decommissioning and Reinstallation | R ………………… (per Hour) |

**Bidder's Name: ........................................................................................................**

**Signature: ..............................................................................................................**

**Date: .......................................................................................................................**

# NATIONAL TREASURY

## Republic of South Africa

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# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

**July 2010**

## NOTES

The purpose of this document is to:

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

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

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

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

# TABLE OF CLAUSES

## General Conditions of Contract

**1. Definitions**

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

**7. Performance security**

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

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

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

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

(b) a cashier's or certified cheque

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

**8. Inspections, tests and analyses**

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

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

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

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

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

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

**14. Spare parts**

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

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

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

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

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

**15. Warranty**

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

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

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

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

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

**16. Payment**

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

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

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

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

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

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

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

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

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