INVITATION TO BID

BID NO:

RAF/2026/00049

BID DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, HOSTING, MAINTENANCE, SUPPORT AND ENHANCEMENT OF THE TELVIVA TELEPHONY, QUEUEMETRICS REPORTING, CALL CABINET RECORDING, NICE WORKFORCE MANAGEMENT (WFM) AND CALLBI SPEECH ANALYTICS SOLUTION FOR THE ROAD ACCIDENT FUND (RAF) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

PUBLICATION DATE: 13 AUGUST 2026

BRIEFING SESSION DATE AND TIME: 27 AUGUST 2026 AT 11:00 AM

A NON-COMPULSORY BRIEFING SESSION WILL BE HELD AT:

ROAD ACCIDENT FUND HEAD OFFICE

ECO GLADES 2 OFFICE PARK,

420 WITCH-HAZEL AVENUE,

CENTURION,

0046

CLOSING DATE: 14 SEPTEMBER 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/2026/00049

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 below address:

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

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

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

   Bid Enquiries: Tshiamo Motitswe

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

   Note: No telephonic enquiries will be entertained.

   Closing date and time for Bid questions and enquiries: **31 August 2026**

Publication date for Questions & Answers: **02 September 2026**

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

Important Notes:

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

LEGISLATIVE REQUIREMENTS

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

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

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

PART A
INVITATION TO BID

<table>
<tr><td colspan="6">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROAD ACCIDENT FUND</td></tr>
<tr><td>BID NUMBER:</td><td>RAF/2026/00049</td><td>CLOSING DATE:</td><td>14 SEPTEMBER 2026</td><td>CLOSING TIME:</td><td>11H00</td></tr>
<tr><td>DESCRIPTION</td><td colspan="5">APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, HOSTING, MAINTENANCE, SUPPORT AND ENHANCEMENT OF THE TELVIVA TELEPHONY, QUEUEMETRICS REPORTING, CALL CABINET RECORDING, NICE WORKFORCE MANAGEMENT (WFM) AND CALLBI SPEECH ANALYTICS SOLUTION FOR THE ROAD ACCIDENT FUND (RAF) FOR A PERIOD OF THIRTY-SIX (36) MONTHS</td></tr>
<tr><td colspan="6">BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</td></tr>
<tr><td colspan="6">ROAD ACCIDENT FUND (RAF)
ECO GLADES 2 OFFICE PARK</td></tr>
<tr><td colspan="6">420 WITCH-HAZEL AVENUE</td></tr>
<tr><td colspan="6">CENTURION</td></tr>
<tr><td colspan="6">0046</td></tr>
</table>

<table>
<tr><td colspan="2">BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</td><td colspan="2">TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</td></tr>
<tr><td>CONTACT PERSON</td><td>Tshiamo Motitswe</td><td>CONTACT PERSON</td><td></td></tr>
<tr><td>TELEPHONE NUMBER</td><td></td><td>TELEPHONE NUMBER</td><td></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>N/A</td><td>FACSIMILE NUMBER</td><td></td></tr>
<tr><td>E-MAIL ADDRESS</td><td>Tshiamomo@raf.co.za</td><td>E-MAIL ADDRESS</td><td></td></tr>
</table>

<table>
<tr><td colspan="7">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="6"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="6"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="6"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td></td><td colspan="2">NUMBER</td><td colspan="2"></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="6"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td></td><td colspan="2">NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="6"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="6"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td colspan="2">MAAA</td></tr>
</table>

<table>
<tr><td>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td>☐Yes ☐No

[IF YES ENCLOSE PROOF]</td><td>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</td><td>☐Yes ☐No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
<tr><td colspan="4">QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</td></tr>
</table>

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)

SBD 3.1

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

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:
…………………………………………………………………………………………
…………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:
……………………………………………………………………………….
……………………………………………………………………………….

3. DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

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

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or

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

indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………	..……………………………………………
Signature	Date
………………………………	………………………………………………
Position	Name of bidder

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

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

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

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

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

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

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

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

a. The contractor and the dti will determine the NIP obligation;
b. The contractor and the dti will sign the NIP obligation agreement;
c. The contractor will submit a performance guarantee to the dti;
d. The contractor will submit a business concept for consideration and approval by the dti;

e. Upon approval of the business concept by the dti, the contractor will submit detailed business plans outlining the business concepts;
f. The contractor will implement the business plans; and
g. The contractor will submit bi-annual progress reports on approved plans to the dti.

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

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

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

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

Postal address

………………………………………………………………………………

………………………………………………………………………….

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

Date…………………………………………..

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

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

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

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1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is 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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
South African citizen who had no franchise in	**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 (minimum 51% ownership or more)	**8**	**4**		
Persons with disabilities (minimum 51% ownership or more)	**2**	**1**		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

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

ADDRESS: ………………………………………………………
………………………………………………………
………………………………………………………
………………………………………………………

BID SPECIFICATION: APPOINTMENT OF A SERVICE PROVIDER FOR THE LICENSING, HOSTING, MAINTENANCE, SUPPORT AND ENHANCEMENT OF THE TELVIVA TELEPHONY, QUEUEMETRICS REPORTING, CALL CABINET RECORDING, NICE WORKFORCE MANAGEMENT (WFM) AND CALLBI SPEECH ANALYTICS SOLUTION FOR THE ROAD ACCIDENT FUND (RAF) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. INTRODUCTION

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 to provide 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 RAF serves a diverse customer base comprising claimants, legal representatives, healthcare providers, suppliers, and members of the public across South Africa. To support its service delivery mandate, RAF operates a cloud-hosted Contact Centre environment that enables customer engagement through voice and digital service channels.

The Contact Centre environment relies on an integrated telephony ecosystem comprising the Telviva Cloud Telephony Platform, QueueMetrics Reporting Solution, Call Cabinet Recording Solution, NICE Workforce Management //9WFM) Solution and CallBi Speech Analytics Solution. These platforms collectively support inbound and outbound telephony services, workforce management, reporting, analytics, call recording, quality management and operational oversight.

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 amendments are allowed after the closing of a bid. Bid proposals must be clearly indexed and cross-referenced to a Table of Contents.

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

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

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

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

3. BACKGROUND

The RAF currently operates a fully integrated Contact Centre ecosystem consisting of:

- Telviva Cloud Hosted Telephony Platform
- QueueMetrics Reporting, Dashboards and Wallboards
- Call Cabinet Recording, Playbook and Retention Services
- NICE Workforce Management (WFM) Solution
- CallBi Speech Analytics Solution
- Integrated with the RAF Digital Customer Engagement (DCE) Platform
- Managed voice connectivity and support services

The telephony ecosystem currently supports approximately 130 operational and supervisory users and forms a critical component of the RAF Customer Experience operating model.

As part of the RAF Contact Centre Internalisation Programme, the RAF intends to retain the existing technology ecosystem and therefore requires licensing, hosting, maintenance, support, optimisation and enhancement services. The appointed service provider will be required to take over the solutions support and provision of licences from the incumbent service provider.

This procurement is intended to ensure service continuity, operational stability, business resilience and ongoing support of the existing environment while enabling the successful transition to RAF - operated Contact Centre services.

4. STRATEGIC DIRECTION AND CONTINUITY REQUIREMENTS

The RAF has embarked on a programme to internalise Contact Centre operations and establish a sustainable operating model that strengthens organisational capability while maintaining service continuity.

As part of this strategic direction, the RAF intends to retain and continue utilising the existing Contact Center Telephony Ecosystem while ensuring that the necessary licensing, hosting, maintenance, support, optimisation, and enhancement services are in place to support ongoing operations.

The RAF's objective is not to replace the existing platform, but rather to ensure its continued stability, availability, supportability, and enhancement. The successful bidder will be required to:

- Preserve all existing telephony functionality and capabilities
- Maintain all existing integrations and compatibility between platforms.

- Support continuity of service throughout the contract period.
- Minimise disruption to business operations during onboarding, transition and support activities.
- Support the Contact Centre Internalisation Programme.
- Provide knowledge transfer and capability development services to RAF personnel.
- Support transition and exit management activities as contract expiry or termination.

5. SCOPE OF WORK

The RAF seeks to appoint a qualified service provider to provide licensing, hosting, maintenance, support, optimisation and enhancement services for the Telviva Telephony, QueueMetrics Solution, Call Cabinet, NICE Workforce Management and CallBi Speech Analytics Solutions for a period of thirty-six (36) months.

5.1 Telviva Telephony Services

The successful bidder will be required to provide:

- Telviva telephony licences;
- Licence administration and management services;
- Licence optimisation services;
- Hosted PBX services;
- Inbound Contact Centre services;
- Outbound Contact Centre services;
- Interactive Voice Response (IVR) services;
- Call routing and queue management services;
- Telephony administration and configuration services;
- SIP trunk and voice connectivity services;
- Telephony infrastructure hosting services;
- Telephony maintenance and support services;
- Telephony monitoring and performance management;
- Telephony optimisation services.

5.2 Queue Metrics reporting services

The successful bidder will be required to provide:

- QueueMetrics licenses;
- Licence administration and management services;
- Licence optimisation services;
- Operational reporting services;
- Real-time dashboard capability;

- Historical reporting capability;
- Wallboard functionality;
- Queue performance reporting;
- Agent performance reporting;
- Supervisor reporting capability;
- Reporting administration and configuration;
- Reporting maintenance and support services.

5.3 Call Cabinet Recording Services

The successful bidder will be required to provide:

- Call recording services;
- Call playback services;
- Recording retention management;
- Recording archiving services;
- Recording storage management;
- Compliance recording capability;
- Recording administration services;
- Recording maintenance and support services.
- Upon expiry of the retention period, the successful bidder shall, at the RAF's election:
  - Securely transfer the recordings to the RAF in an agreed format; or
  - Securely destroy the recordings and provide the RAF with written confirmation and evidence of destruction.
  - Upon expiry of the retention period, the successful bidder shall, at the RAF's election:
  - Securely transfer the recordings to the RAF in an agreed format; or
  - Securely destroy the recordings and provide the RAF with written confirmation and evidence of destruction.

5.4 NICE Workforce Management Services (WFM)

The successful bidder will be required to provide:

- NICE Workforce Management licenses;
- Licence administration and management services;
- Licence optimisation services;
- Workforce forecasting capability;
- Staffing optimisation capability;
- Shift scheduling functionality;
- Intraday management capability;
- Schedule adherence monitoring;

- Workforce reporting and analytics;
- Workforce management administration;
- NICE WFM maintenance and support services;
- Software updates and patch management.

5.5 CALLBI Speech Analytics Services

The successful bidder will be required to provide:

- CallBi licenses;
- Licence administration and management services;
- Licence optimisation services;
- Speech analytics capability;
- Automated transcription services;
- Keyword and phrase detection functionality;
- Compliance monitoring capability;
- Quality assurance support functionality;
- Speech analytics reporting and dashboards;
- Data export capability;
- CallBi maintenance and support services.

5.6 Hosting

The successful bidder will be required to provide:

- Production hosting services
- Quality Assurance (Testing) hosting services
- Development (Dev) hosting services
- Disaster Recovery hosting services
- Infrastructure monitoring
- Availability management
- Capacity management

5.7 Platform Administration, Integration and Configuration Services

The successful bidder will be required to provision, support and maintain integrations between the telephony ecosystem and RAF systems, not limited to the following;

- Integration with the RAF Digital Customer Engagement (DCE) platform;
- Integration between Telviva, QueueMetrics, Call Cabinet, NICE WFM and CallBi;
- Application Programming Interface (API) management and support services;
- Identity and access management integrations;

- Data synchronisation and interoperability services;
- Third-party system integration support;
- Integration monitoring and incident management;
- Integration testing and validation services.

The successful bidder shall ensure that all existing integrations remain operational and that any changes to the environment do not adversely impact business operations.

5.8 Managed Services

The solution shall be delivered as a fully managed service, including:

- Service desk operations;
- Incident management;
- Problem management;
- Change management;
- Release management;
- Capacity management;
- Availability management;
- Performance management;
- Vendor and OEM management;
- Service reporting and governance;
- Continuous service improvement activities.

The successful bidder shall act as the single point of accountability for the end-to-end management and support of the telephony ecosystem.

5.9 Security and Compliance

Bidders are required to ensure the supported solutions remain secure, monitored and compliant with applicable security standards. On request, the bidders are required to provide information relating to:

- Security monitoring
- Access controls
- Audit logging
- Business continuity
- Disaster recovery
- POPIA compliance

5.10 Continuous Knowledge and Skills Transfer

The successful bidder will be required to provide the following:

- Technical training

- User enablement (train the trainer)
- Documentation
- Operational handover

The knowledge transfer and skills enablement activities shall primarily comprise practical on-the-job knowledge transfer, user enablement and operational handover to RAF personnel to support the effective use and operational management of the existing Contact Centre ecosystem. Formal certification is not required as part of this procurement. Knowledge transfer activities will be planned and agreed between the RAF and the successful bidder during the implementation and transition phase.

5.11 Implementation and Transition services

The successful bidder will be required to provide implementation and transition services to support the onboarding, transition and stabilisation of services, including:

- Transition planning and coordination
- Knowledge transfer activities
- Service take-on activities
- Transition readiness assessments
- Testing and validation support
- Go-live support
- Hypercare and stabilisation support

5.12 Exit Management and Transition Support

The successful bidder will be required to provide comprehensive exit management, handover and transition support to RAF and/or a replacement service provider to ensure continuity of service and minimise operational disruption at the expiry, termination, or conclusion of the contract. This will include, but not be limited to:

- Knowledge transfer and handover of system configurations, integrations, and operational procedures.
- Provision of system documentation, technical specifications, user guides, and administrative manuals.
- Handover of reporting configurations, workflows, templates, and business rules implemented during the contract period.
- Assistance with data extraction, migration, and validation, where required.
- Support for the transfer of platform administration responsibilities.
- Cooperation with RAF and any incoming service provider during the transition period.
- Completion of all exit obligations relating to data security, privacy, retention, return, and destruction in accordance with RAF policies and applicable legislation.

- Provision of an Exit Management Plan no later than six (6) months prior to contract expiry, or upon request by RAF.

5.13 Telephony Support Services

The support services will be measured against the Outcomes-based Service Performance Framework (OSPF,), as attached in Annexure A.

5.14 Service Response Time

Support Tickets relating to Level 2, 3 or 4 support are prioritised according to defined criteria, as shown in the table below, and resolved in order of priority:

Priority	Impact	Definition	Resolution Time
Severity 1	Critical	Non-availability of a critical service impacting Contact Centre operations for which no workaround is available, including: • Telephony platform outages; • Contact Centre service outages; • Call recording failures; • Workforce Management outages; • Speech Analytics service outages. **Partial or Complete system outage/disruption**	2 hours
Severity 2	High	Service degradation, impaired functionality or a material threat to availability, performance, security or compliance to a core service, including: • Intermittent failures/disruptions that impact on the business operations • Partial impact to specific core business functions • Critical business process failures that could result serious business impact ***Significant performance degradation or impaired functionality.***	6 hours
Severity 3	Medium	Non-critical function is unavailable, unusable, or difficult	8 hours

Priority	Impact	Definition	Resolution Time
		to use, with some operational impact but no immediate impact on service delivery or business operations. Business processes or IT services are hindered by any system errors, but workaround measures are in place to ensure business continuity. ***Non-critical issues with operational impact; workaround available.***	
Severity 4	Low	Affects only a few users. The non-critical function is unavailable, usable, or difficult to use with some operational impact, but no immediate impact on service delivery and an alternate bypass is available. ***Minor issues affecting a few users; workaround available.***	24 hours

5.15 Service Level Agreements Requirements

a) Service Desk and Incident Management

- Service Desk logging and triage of incidents, service requests and queries submitted by the RAF.
- Incident management and resolution in accordance with agreed service levels.
- Escalation management and vendor coordination where required.

b) Support Services

- 12x7 support for critical incidents and prioritised service requests.
- Support during planned maintenance windows and after-hours activities where required.
- Monitoring and proactive management of platform availability and performance.

c) Application Maintenance and Optimisation

- Perform routine platform health assessments and performance reviews.
- Identify opportunities to optimise system performance, stability and user experience.
- Provide recommendations to improve platform utilisation and operational efficiency.

d) Patch and Release Management

- Review, recommend and implement critical patches, updates and software releases.
- Ensure platform currency and alignment with OEM best practices.

- Maintain release schedules and communicate planned changes to the RAF.

e) Vendor and Subscription Management
   - Liaise with OEMs and third-party service providers on behalf of the RAF.
   - Manage channel subscriptions, licences and associated services.
   - Manage service requests and escalations with third-party providers where applicable.

f) Security and Compliance
   - Implement and maintain security controls in accordance with OEM recommendations and RAF requirements.
   - Conduct periodic compliance assessments and technical reviews.
   - Support RAF privacy, security and audit requirements.

g) Continual Service Improvement
   - Develop and maintain a Continual Service Improvement (CSI) Plan.
   - Identify opportunities to improve service availability, performance, resilience and cost optimisation.

h) Reporting and Governance
   - Produce monthly service reports detailing:
     - Incidents and service requests
     - SLA performance
     - Platform availability
     - Security and compliance activities
     - Improvement initiatives
   - Facilitate and participate in monthly service review meetings with RAF stakeholders.

5.16 Support Structure

The appointed service provider will be required to start immediately after signing the contract and provide the support of the solution from Monday to Friday (from 06:30am to 18:30pm SA Time).

Additionally, the service provider is expected to avail the resources on monthly basis for scheduled maintenance as per the approved schedule in Annexure B.

6. EXPECTED OUTCOMES

The successful bidder shall support the achievement of the following outcomes:

- Uninterrupted operation of the existing Contact Centre telephony ecosystem;
- Preservation of existing functionality, integrations and business capabilities;
- Support for the RAF Contact Centre Internalisation Programme;

- Improved operational stability, performance and resilience;
- Enhanced reporting, workforce management and analytics capabilities;
- Compliance with applicable legislative, regulatory and information security requirements;
- Successful knowledge transfer and capability development within the RAF;
- Establishment of a sustainable support and maintenance model;
- Effective transition support at contract commencement and contract expiry;
- Continuous optimisation and enhancement of the telephony ecosystem throughout the contract period.
- Enable ongoing optimisation and innovation of the platform over the contract period.

7. 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 if Bidders have responded according to RAF RFB document.

Briefing Session: The procurement process shall include a non-compulsory bidder briefing session prior to the bid closing date. The purpose of the briefing session is to provide prospective bidders with an overview of the business requirements, scope of work, procurement process and an opportunity to seek clarification on the requirements.

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 / Functionality Requirements.

Phase 3: Technical / Functionality Evaluation - At this phase, Bidder(s) who meet the minimum threshold of 70 points out of 100 points allocated at Technical Evaluation will be further evaluated in the Price and Specific Goals.

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

7.1 Mandatory Requirement (Phase 2)

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

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

7.1.1 OEM LETTER / OEM PARTNER LETTER	Comply	Do Not Comply
The bidder must be the Original Equipment Manufacturer (OEM) of the Telviva Telephony Platform **<u>or</u>** A partner authorised by the relevant OEM for the Telviva Telephony Platform The bidder must submit either: • A letter (or any documentary proof) confirming proprietary ownership of the products listed above, in the case of the OEM **<u>or</u>** • A letter (or any documentary proof) issued by the OEM confirming that the bidder is an accredited partner of the OEM for the products listed above **Note:** • OEM bidders must provide a letter (or any documentary proof) confirming proprietary ownership of the solution. • Accredited partners must provide a valid letter (or any documentary proof) issued by the OEM indicating that the bidder is an accredited partner of the OEM for the product listed above • Failure to submit the required supporting documentation will result in the bidder being deemed non-responsive to this mandatory requirement.		

7.1.2 ORIGINAL SOFTWARE MANUFACTURER (OSM) LETTER	Comply	Do Not Comply
The bidder must be the Original Software Manufacturer (OSM) of the NICE Workforce Management (WFM) Solution **<u>or</u>** An authorised reseller of the NICE Workforce Management (WFM) Solution The bidder must submit either: • A letter confirming proprietary ownership of the products listed above, in the case of the OSM **<u>or</u>** • An OSM letter indicating that the bidder is an authorised reseller of the OSM for the products listed above, in the case of a reseller **Note:** • OSM bidders must provide a letter (or any documentary proof) confirming proprietary ownership of the solution. • Authorised resellers must provide a valid letter (any documentary proof) from the OSM indicating that the bidder is an authorisation letter. • Failure to submit the required supporting documentation will result in the bidder being deemed non-responsive to this mandatory requirement.		

7.1.3 ORIGINAL SOFTWARE MANUFACTURER (OSM) LETTER	Comply	Do Not Comply
The bidder must be the Original Software Manufacturer (OSM) of the CallBi Speech Analytics Solution **or** An authorised reseller of the CallBi Speech Analytics Solution. The bidder must submit either: • A letter confirming proprietary ownership of the products listed above, in the case of the OSM **or** • An OSM letter indicating that the bidder is an authorised reseller of the OSM for the products listed above, in the case of a reseller **Note:** • OSM bidders must provide a letter (or any documentary proof) confirming proprietary ownership of the solution. • Authorised resellers must provide a valid letter (or any documentary proof) from the OSM indicating that the bidder is an authorisation letter. • Failure to submit the required supporting documentation will result in the bidder being deemed non-responsive to this mandatory requirement.		

7.1.4 ORIGINAL EQUIPMENT MANUFACTURER (OEM) LETTER	Comply	Do Not Comply
The bidder must be the Original Equipment Manufacturer (OEM) of the Call Cabinet Solution **<u>or</u>** An authorised reseller of the Call Cabinet Solution. The bidder must submit either: • A letter confirming proprietary ownership of the products listed above, in the case of the OEM **<u>or</u>** • An OEM letter indicating that the bidder is an authorised reseller of the OEM for the products listed above, in the case of a reseller **Note:** • OEM bidders must provide a letter (or any documentary proof) confirming proprietary ownership of the solution. • Authorised resellers must provide a valid letter (or any documentary proof) from the OEM indicating that the bidder is an authorisation letter. • Failure to submit the required supporting documentation will result in the bidder being deemed non-responsive to this mandatory requirement.		

7.1.5 ORIGINAL EQUIPMENT MANUFACTURER (OEM) LETTER	Comply	Do Not Comply
The bidder must be the Original Equipment Manufacturer (OEM) of the QueueMetrics Solution **or** An authorised reseller of the QueueMetrics Solution. The bidder must submit either: • A letter confirming proprietary ownership of the products listed above, in the case of the OEM **or** • An OEM letter/certificate indicating that the bidder is an authorised reseller of the OEM for the products listed above, in the case of a reseller **Note:** • OEM bidders must provide a letter (or any documentary proof) confirming proprietary ownership of the solution. • Authorised resellers must provide a valid letter/certificate (or any documentary proof) from the OEM indicating that the bidder is an authorisation letter. • Failure to submit the required supporting documentation will result in the bidder being deemed non-responsive to this mandatory requirement.		

7.2 Technical/Functional Evaluation (Phase 3)

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 therefore be disqualified.

<table>
<tr><th>TECHNICAL/FUNCTIONAL</th><th>Points</th></tr>
<tr><td>7.2.1 Implementation and/or maintenance and support experience in Contact Centre Telviva Telephony Eco Systems.</td><td>30</td></tr>
<tr><td>
The bidder must demonstrate a minimum of one (1) implementation and/or maintenance and support of the Contact Centre telephony ecosystems comprising Telviva Contact Centre Telephony Solution at the closing date and time of this bid.
As proof, the bidder must provide a verifiable and contactable client reference letter(s) confirming successful implementation and/or support and maintenance services of the Telviva Contact Centre Telephony Solution.
Bidders to ensure that client reference letters are on the client’s letterhead and must contain the information below:

Client contact details
The year in which the implementation and/or maintenance and support was provided.
Description of services rendered (Only description of services that comply with the requirements above will be considered).

<table>
<tr><th>Implementation and/or maintenance and support</th><th>Points</th></tr>
<tr><td>No implementation and/or maintenance and support</td><td>0</td></tr>
<tr><td>One (1) implementation and/or maintenance and support</td><td>10</td></tr>
<tr><td>Two (2) implementations and/or maintenance and support</td><td>20</td></tr>
<tr><td>Three (3) or more implementations and/or</td><td>30</td></tr>
</table>
</td><td></td></tr>
</table>

maintenance and support	

Note: RAF reserves the right to verify the information provided, and if the cited referee does not confirm the information provided, the reference will not be considered.

7.2.2 Client References (Nice Workforce Management, CallBi Speech Analysis, Call Cabinet and QueueMetrics Solutions)	**40**

The bidder must provide a minimum of one (1) verifiable and contactable client reference confirming successful implementation/support/
maintenance services of the following solutions:

- Nice Workforce Management Solution (10 Points)
- CallBi Speech Analytics Solution (10 Points)
- Call Cabinet Solution (10 Points)
- QueueMetrics Solution (10 Points)

Bidder(s) are requested to provide the following supporting documents:

A minimum of one (1) client reference letter for project/s executed for each of the above solutions. Any client reference letter indicating more than one of the above-mentioned solutions will also be considered.

Bidders to ensure that client reference/s are on the client's letterhead and must include the client's contact details.

Client References	Points
No valid references	0
One (1) or more valid client references per solution	10 points per solution = Max 40 points

Required Evidence:

- Signed client reference letter/s
- Client contact details
- Description of services provided
- Contract Period

<table>
<tr><td>Note: RAF reserves the right to verify the information provided, and if the cited referee does not confirm the information provided, the reference will not be considered.</td><td></td></tr>
<tr><td>7.2.3 Implementation and Support Plan</td><td>30</td></tr>
<tr><td>The bidder must provide an implementation and support plan describing how services will be transitioned, validated, and stabilised during the transition period to be complete within six (6) weeks from the start of the contract, including timelines.

The above-mentioned plan to must include activities such as, but not limited to:

1.Service take-on activities;

2.Transition readiness assessments;

3.Testing and validation support

4.Go-live support;

<table>
<tr><th>Criteria</th><th>Points</th></tr>
<tr><td>No response submitted or response does not address implementation and support plan.</td><td>0</td></tr>
<tr><td>Response demonstrates an implementation and support plan that addresses all the requirements listed above</td><td>30</td></tr>
</table>

Required Evidence:

• Implementation and Support Plan</td><td></td></tr>
<tr><td>TOTAL POINTS</td><td>100</td></tr>
</table>

Note: Bidders who score a minimum of **70 out of 100 points** for Technical/Functional Criteria will be considered for the Price and Specific Goals evaluation phase.

8. PRICE AND SPECIFIC GOALS (PHASE 4)

The evaluation for Price and Specific Goals will 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 Goals**	**Proof**	**Points Allocation**	
	1	South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (minimum 51% ownership or more)	CSD Report	10/5	
	2	Women Ownership (minimum 51% ownership or more)	ID copy / CSD report	8/4	
	3	Persons with disabilities (minimum 51% ownership or more)	Valid medical certificate issued by an accredited medical practitioner.	2/1	

9. PRICING SCHEDULE

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

Notes:

PLEASE PROVIDE A COST BREAKDOWN FOR EACH DELIVERABLE IN A SEPARATE PAGE WITH NO TERMS AND CONDITIONS.

BIDDERS MUST ENSURE THAT THEIR PRICING FOR YEAR 2 AND YEAR 3 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)**

ITEM	DESCRIPTION	UNIT	QTY	TOTAL FOR YEAR 1	TOTAL FOR YEAR 2	TOTAL FOR YEAR 3	TOTAL PRICE
1.	**TELEPHONY ECOSYSTEM LICENSING**						
1.1	Telviva Telephony Licences	Per User/Year	150				
1.2	QueueMetrics Licences (incl. Wallboards)	Per User/Year	130				
1.3	NICE WFM Licences	Per User/Year	130				
1.4	CallBi Licences	Per User/Year	150				
2.	**CALL RECORDING SERVICES**						
2.1	Call Cabinet Recording, Playback and Retention Services (contract duration)	Per Year	1				
3.	**HOSTING AND INFRASTRUCTURE**						
3.1	Production Environment Hosting	Per Year	1				
3.2	Quality Assurance (Testing) hosting services	Per Year	1				
3.3	Development (Dev) hosting services	Per Year	1				
3.4	Disaster Recovery (DR)	Per Year	1				

ITEM	DESCRIPTION	UNIT	QTY	TOTAL FOR YEAR 1	TOTAL FOR YEAR 2	TOTAL FOR YEAR 3	TOTAL PRICE
	Environment Hosting						
4	**MAINTENANCE AND SUPPORT**						
4.1	Maintenance and Support (Telviva, QueueMetrics, Call Cabinet, Nice WFM and CallBi)	Per Year	1				
5	**IMPLEMENTATION AND DEPLOYEMENT SUPPORT**	**N/A**	**1**				
5.1	Telephony Ecosystem Environment Setup and Validation	Once Off	1				
6	**USAGE-BASED SERVICES**						
6.1	Voice Usage (Inbound and Outbound Calls)	Rate per second	Estimated Usage				
6.2	Voice Connectivity and SIP Services	Per Year	1				
TOTAL ONCE OFF COSTS							
TOTAL RECURRING COSTS (36 MONTHS)							
TOTAL USAGE-BASED COSTS (36 MONTHS)							
SUBTOTAL (EXCL. VAT)							
VAT							

ITEM	DESCRIPTION	UNIT	QTY	TOTAL FOR YEAR 1	TOTAL FOR YEAR 2	TOTAL FOR YEAR 3	TOTAL PRICE
GRAND TOTAL (INCL. VAT)							

Bidder's Name: ....

Signature: ....

Date: ....

NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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