



Corner Bonaero Drive and Cote D' Azur Avenue • Jewellery Manufacturing Precinct-
 Building 4 • OR Tambo • SEZ Ortia SEZ Precinct 1 • Bonaero Park
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 +27 (0) 11 223 7000 • info@sadpmr.co.za • www.sadpmr.co.za
 @sadpmr sadpmr sadpmr

REQUEST FOR BID: RFB NO: 01-2026

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPORT AND MAINTENANCE OF THE EXISTING TELEPHONY INFRASTRUCTURE FOR THE SADPMR FOR A PERIOD OF THIRTY-SIX MONTHS.

A virtual compulsory briefing session will be held as follows:

Date: 03 July 2026

Time: 10:00am

Venue: Microsoft Teams

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/346373947432811?p=IFNZRS6NbGricAN62u>

Meeting ID: 346 373 947 432 811

Passcode: MW2Ke7yp

The Bid must be submitted on the letterhead of your business and submitted not later than:

Date: 17 JULY 2026

Time: 11:00 AM

Venue: Corner Bonaero Drive and Cote D Azur Avenue, Kempton Park 1622, South Africa Diamond, and Precious Metal Regulator

The following conditions will apply:

- 1) Price (s) quoted must be valid for ninety days (90) from the closing date of the tender.
- 2) Price(s) quoted must be firm and inclusive of VAT.
- 3) A firm delivery period must be indicated. Quotation must be on the letterhead of the company
- 4) These quotations will be evaluated in terms of Preferential Procurement Regulations, 2022:

80 points for price and 20 points for specific goals as follows:

- Enterprises owned by black women (51% shareholding) - 5 points
- Entities that are small, medium, and micro enterprises- 5 points
- Entities owned by black people (51% shareholding) - 5 points
- Enterprises based in Gauteng - 5 points
- **Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.**

5) Copies of ID's & CIPC & Latest downloaded CSD full registration report.

6) Late responses will not be considered.

ISSUED BY:	CONTACT PERSON (SPECIFICATION)	CONTACT PERSON (ADMINISTRATION)
THE CHIEF EXECUTIVE OFFICER	Mr. Mmoloki Makume	Ms. Shalati Mabunda
SOUTH AFRICAN DIAMOND AND PRECIOUS METALS REGULATOR		
P.O. BOX 16001	E-mail:	E-mail:
DOORFONTEIN	mmolokim@sadpmr.co.za	shalatim@sadpmr.co.za
2028		

Tel: (011) 223 7000

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PART A**INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN DIAMOND AND PRECIOUS METALS REGULATOR**

BID NUMBER:	RFB 01-2026	CLOSING DATE & TIME: 17 July 2026	@11:00AM
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DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPORT AND MAINTENANCE OF THE EXISTING TELEPHONY INFRASTRUCTURE FOR THE SADPMR FOR A PERIOD OF THIRTY-SIX MONTHS.
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BID RESPONSE DOCUMENTS *MUST BE SUBMITTED TO THE BELOW DETAILS.*

The Bid must be submitted on the letterhead of your business and submitted not later than:
Date: 17 July 2026
Time: 11:00 AM
Venue: Corner Bonaero Drive and Cote D Azur Avenue, Kempton Park 1622, South Africa Diamond, and Precious Metal Regulator

BIDDING PROCEDURE ENQUIRIES MAY BEDIRECTED TO		TECHNICAL ENQUIRIES MAY BEDIRECTED TO:	
CONTACTPERSON	Mmoloki Makume	CONTACT PEOPLE	Shalati Mabunda
TELEPHONENUMBER	(011 223 7000	TELEPHONE NUMBER	(011) 223 7000
E-MAIL ADDRESS	<u>mmolokim@sadpmr.co.za</u>	E-MAIL ADDRESS	<u>shalatim@sadpmr.co.za</u>

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] Yes ☐ No ☐	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes ☐ No ☐
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes ☐ No ☐ [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes ☐ No ☐ [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) YES ☐ NO ☐ DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO ☐ DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ 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

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, 2022, 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) DATE:

.....

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

3 PURPOSE OF THE FORM**BIDDER'S DISCLOSURE**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. Inline 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.

4 Bidder's declaration

4.1 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

- 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.

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

- If so, furnish particulars:

.....

.....

4.3 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**

- If so, furnish particulars:

.....

.....

5. 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:

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

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

5.3 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.

5.4 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

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.

submit or not to submit the bid, bidding with the intention not to win the bid and conditions of delivery particulars of the products or services to which this bid invitation relates.

- 5.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 5.6 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.
- 5.7 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.

5.7.1 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 6.1

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

6. GENERAL CONDITIONS

- a. The following preference point systems are applicable to invitations to tender:
- i. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - ii. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

b. To be completed by the organ of state

The applicable preference point system for this tender is 80/20.

- c. 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.

d. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- e. 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.
- f. 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.

7. 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).

8. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

8.1 POINTS AWARDED FOR PRICE

8.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

P_s	=	Points scored for price of bid under consideration
P_t	=	Price of bid under consideration
$P_{\min}$	=	Price of lowest acceptable bid

9. POINTS AWARDED FOR SPECIFIC GOALS

- 9.1 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:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by black people. (51% shareholding)		5		
Entities owned by black women. (51% shareholding)		5		
Enterprise based in Gauteng		5		
Entities that are small, medium, and micro enterprises.		5		

NB: Please submit all supporting documents to substantiate the above, failure to submit will result in non-allocation of points.

9.3 DECLARATION WITH REGARD TO COMPANY/FIRM

9.3.1. Name of company/firm.....

9.3.2 Company registration number:

9.3.3. TYPE OF COMPANY/ FIRM

a) Partnership/Joint Venture / Consortium

b) One-person business/sole propriety

c) Close corporation

d) Public Company

e) Personal Liability Company

f) (Pty) Limited

g) Non-Profit Company

h) State Owned
Company [TICK
APPLICABLE BOX]

9.4 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	...
	
	...



ANNEUXUE A-BID SPECIFICATION

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPORT AND MAINTENANCE OF THE EXISTING TELEPHONY INFRASTRUCTURE FOR THE SADPMR FOR A PERIOD OF THIRTY-SIX MONTHS.

1. BACKGROUND

The SADPMR has a Microsoft Teams Voice Calling Solution for internal communications, landline and mobile cellular phone calling as well as international dialing access for it's employees.

Microsoft Teams Telephony was introduced in the environment in 2021, the current contract is due to expire at the end of August 2026. Maintenance and support of the existing infrastructure will need to be carried out during the contract term over 36 months. The existing solution is integrated with Telkom Session Initiation Protocol (SIPs) and needs to be maintained and supported without any downtime.

The SADPMR has 130 Microsoft licenses for Teams that are used at the Kempton Park Head Office as well as remote sites.

Users are utilizing their Microsoft Teams desktop client for communications.

Microsoft Teams have been rolled out in the organization and SADPMR has started modernizing their communication and the solution needs to leverage all the features of Microsoft Teams Calling and Audio Conferencing.

Current Solution

Category	Existing Asset / Details
SBC Hosted	AudioCodes Hosted Appliance
TMS Solution	Proteus TMS
SBC Version ID	7.40A.005.306



Category	Existing Asset / Details
SBC Capacity	SBC Sessions: 30 / Transcoding Sessions: 30
MS Licensing	M365 E3 + Microsoft Phone Standard (via EA)
User Count	130 Users (Concurrent call expectation: 30 sessions)

2. OBJECTIVE

The main objective of this project is to ensure that SADPMR can continue using the current solution and partner with a service provider who can provide SIP trunks and affordable call rates.

3. SCOPE OF WORK

SADPMR requires the following services:

- Solution must integrate or run natively with the existing Microsoft Teams.
- Provide a SIP Trunk with 30 Channels and must integrate with the existing 3rd party services.
- Integrate the SIPs to the existing Audio Codecs System.
- Ensure that the SADPMR can make calls using MS Teams externally.
- Port the SADPMR numbers from the current provider
 - Number Range
 - The below numbers have been migrated to SIPs.
 - +27538313124
 - +27538313193
 - +27538313137
 - +27538313121
 - **Main: +27112237000**
 - Range:
 - +27112237000 until +27112237199
- Provide break-down of Local and International Call rates to various service providers.
- Ensure that the solution is secure.
- Maintain and support the current Voice Calling Solution for SADPMR.



- Ensure communication, integration and support with relevant 3rd parties to maintain the solution.
- Complete all the configuration and testing needed to ensure the solution works with all users within the SADPMR offices (Kempton Park and remote site).
- Configuration of all 130 users for Microsoft Teams clients on PCs, Laptops and Mobile.
- Configuration of the (Client) firewall and internal networks to ensure optimal functionality of the Voice Solution.
- Provide maintenance and support on an ad-hoc basis with an allocation of 24 hours per month for MS Teams and Session Border Controller (SBC) environment for 36 months.
- Provide a break-down of the hourly support rate and unused support hours to be carried over to the following months.
- Project kickoff of 5 days for hand-over from the current service provider.

4. REQUIREMENTS

The successful Service Provider must ensure all 130 licenses are fully functional and are able to receive and make local, mobile and international calls on mobile devices and PC's/laptops as well as the switch board.

- Solution must integrate or run natively with existing Microsoft Teams.
- Provide a SIP Trunk with 30 Channels and must integrate with the existing 3rd party services.
- Integrate the SIPs to the existing Audio Codecs System.
- Provide support for the hosted Session Border Controller (SBC) environment.
- Ensure that the SADPMR can make calls using MS Teams externally.
- Port the SADPMR numbers from the current provider.
- Provide break-down of Local and International Call rates to various service providers.
- Configure call policies to enable local and international calls.
- Ensure that the solution is secure.
- Solution must have call monitoring, reporting, barring and be able to pull reports.
- Solution needs to allow for 30 concurrent calls at any given time.
- The Service provider needs to cover all licenses and costs for the maintenance and support of the environment.
- The Service Provider must assist in configuration of the (Client) firewall and internal network optimization to ensure optimal functionality of the voice solution.
- The Service Provider need to provide full support for all 130 licenses for a period of 36 months.
- The Service Provider must provide full maintenance, hosting and upkeep of the solution



under a Service Level Agreement for 36 months.

- Features needed are: Auto Attendants, Call Queues, Call Forwarding, Voicemail, Group Pickup.
- The Service Provider need to provide full support for all Microsoft Teams' boardroom devices.

5. TRAINING AND SKILLS TRANSFER REQUIREMENTS

- Hands-on and digital resources to support knowledge transfer to existing ICT Staff.
- Provide training manuals in soft copy.

6. MAINTENANCE REQUIREMENTS

- Attending to all faults logged.
- Providing support and maintenance of the solution.
- Full service and maintenance agreement must include travel, labour and customer request calls.

7. PROJECT OUTPUTS/OUTCOMES

The implemented solution should be fully documented as per SADPMR's requirements.

8. REPORTING

- The successful bidder will report directly to ICT division on all technical matters.

9. COMPLETION DATE

The expected duration of the project will be thirty-six (36) months.

10. COMPULSORY VIRTUAL BRIEFING SESSION

A compulsory virtual information / briefing session will be held, and a meeting invite link will be sent out with the publication bid documents.

11.EVALUATION CRITERIA

The bid will be evaluated on the following three (3) stages:

11.1 STAGE 1: MANDATORY REQUIREMENTS

11.1.1 Bidders must submit the following documents to advance to the Functionality Evaluation:



- The bidder must be certified for Microsoft Solutions Partner for Modern Work - attach a valid certificate or a valid confirmation letter from Microsoft.

11.2 STAGE 2: FUNCTIONALITY EVALUATION

The functionality will be scored against the following criteria. Please note that where a "Minimum Rating to Qualify" for a criterion has been indicated, a bidder will be disqualified if not achieved.

FUNCTIONALITY: STAGE 2		
Criteria	Sub - criteria	Points
Company experience.	Company should have five (5) years' experience working and providing Microsoft Teams support services. Company profile to be included. Less than 5 years = 0 points ; 5 and more years =5 points Bidders must submit at least three (3) minimum contactable reference letters with reference to the successful completion of Microsoft Teams support projects as per the SADPMR requirements. Reference letters must be in the company letter head to include project description and duration. The reference letters must be within the past five (5) years. Less than 3 letters = 0 points; 3 - 7 letters = 5 points; 8 and more letters= 10 points.	15
Technician experience	Technicians must have a minimum of five (5) years' experience in deploying and maintaining the Voice Calling Solution with Microsoft Teams and detailed CV required. • Detailed CV's and qualifications of technicians executing Microsoft Teams support services must be attached. • Technicians must be Microsoft Teams certified	30



FUNCTIONALITY: STAGE 2		
Criteria	Sub - criteria	Points
	(Attach proof of a valid certification from the vendor). • Attach CV and proof of certification 5 years' work experience with no certification = 0 points; 5 years' work experience with certification =15 points; 6 and more years' work experience with certification = 30 points.	
Specification Requirements	Provide a detailed proposal in line with point 4. (Requirements) above. All requirements must be met.	40
Project plan	Service providers are required to provide a clear project plan with final outputs and identified timeframes for the Microsoft Teams support service to be rendered, including a maintenance plan for a period of thirty-six (36) months. • Maintenance and Support of the solution. • Planned roll-out to client machines. • Maintenance of the SBC (Session Border Controller). Project plan submitted without time frames, maintenance and roll-out plan = 0 points; Project plan submitted with time frames, maintenance and roll-out plan = 10 points.	10
Proof of address	Service providers should provide proof of their physical address where they are operating. Municipal bill, Rates and Taxes, water and lights invoice/statements not older than three months or a valid lease agreement. Any copy supplied must be certified and the certification must not be older than six months.	5



FUNCTIONALITY: STAGE 2		
Criteria	Sub - criteria	Points
	Proof of physical address (less than 3 months or valid lease agreement) and certified = 5 points.	
Total Points	100 Points	

NB: BIDDERS OBTAINING 70 POINTS OR MORE SHALL PROCEED TO STAGE THREE OF EVALUATION WHICH IS PRICE AND PREFERENCE POINTS.

12.STAGE 3: PRICE AND PREFERENCE POINTS.

The 80/20 Principle is based on Price and special goals for SADPMR.

The following formula is to be used to calculate the points out of 80 for price inclusive of all applicable taxes.

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid



12.1.2A A maximum of 20 points to be awarded to a bidder for the specific goals listed on the SADPMR preferential procurement policy as follows:

Special Goals	80/20 Points System	Relevant Evidence
Enterprises owned by black Women (51 % shareholding).	5	Latest CSD Report and certified ID copies of directors
Entities that are small, medium, and micro enterprises.	5	Latest CSD Report and financial statement
Entities owned by black people (51% shareholding).	5	Latest CSD Report and certified ID copies of directors
Enterprise based in the Gauteng province	5	Proof of residence

13. OTHER CONDITIONS

13.1 Bidders must submit an original bid and one (1) copy of the technical proposal plus an electronic copy on a USB.

13.2 Bidders are further requested to separate financial proposals from technical proposal/two envelopes system.

13.3 Any enquiries must be referred, in writing, to the specified person.

SPECIAL CONDITIONS OF CONTRACT

10. DISQUALIFICATION OF BIDS

10.1 SADPMR reserves the right to disqualify any bid at any stage of the procurement process where:

- a) The bidder fails to submit any mandatory document, declaration, schedule, certificate, or information required in terms of the RFP or bid documentation;
- b) The bid fails to comply with the mandatory requirements, specifications, terms, or conditions stipulated in the RFP;
- c) The bid contains information that is false, inaccurate, misleading, incomplete, fraudulent, or intended to misrepresent any material fact;
- d) The bidder has obtained, attempted to obtain, or benefited from confidential or proprietary information not made available to all bidders, whether directly or indirectly, through unlawful, fraudulent, unethical, or improper means;
- e) The bidder engages in any conduct that compromises the fairness, transparency, competitiveness, or integrity of the procurement process.

10.2 Disqualification in terms of this clause shall be without prejudice to any other rights or remedies available to SADPMR in law, including the recovery of damages, cancellation of any award, termination of any resulting contract, and reporting of the matter to the relevant regulatory or law enforcement authorities.

11. RIGHTS RESERVED BY SADPMR

11.1 SADPMR reserves the right, at its sole discretion, to cancel, suspend, withdraw, or terminate this bid process at any stage, including after the closing date, after presentations have been made, after bids have been evaluated, or after preferred bidders have been notified of their status.

11.2 SADPMR reserves the right to negotiate with one or more preferred or reserved bidders regarding any aspect of their bids, including pricing, terms and conditions, without offering the same opportunity to any other bidder.

11.3 SADPMR may accept a bid in whole or in part and may award the contract to one or more bidders.

11.4 SADPMR reserves the right to award the contract to a bidder whose bid is not the lowest priced bid and/or who is not the highest scoring bidder, provided that such award is made in accordance with applicable legislation, procurement prescripts, and the best interests of SADPMR.

11.5 SADPMR reserves the right to negotiate pricing during the contract period where goods or services become available at more competitive market-related prices. Where the contracted supplier is unable or unwilling to match such pricing, SADPMR reserves the right to procure such goods or services outside the contract, subject to applicable procurement requirements.

11.6 SADPMR reserves the right to conduct site inspections, due diligence investigations, product evaluations, explanatory meetings, reference checks, or verification exercises at the bidder's premises, client sites, or any other location deemed necessary, either before or after adjudication.

11.7 SADPMR reserves the right to request any additional information, agreements, supporting documents, or clarifications necessary to verify information submitted by bidders.

11.8 SADPMR reserves the right to correct any errors, omissions, ambiguities, or inconsistencies in the bid documents or bid process at any stage.

11.9 SADPMR reserves the right to amend bid specifications, conditions, validity periods, or closing dates before the bid closing date. Such amendments shall be communicated to bidders through appropriate channels.

11.10 The bidder consents to SADPMR conducting background checks, including but not limited to financial, legal, regulatory, criminal, reference, and FICA verification checks on the bidder and its directors, members, trustees, shareholders, partners, and key personnel.

11.11 No bidder may directly or indirectly canvass, influence, or attempt to influence any employee, official, advisor, or representative of SADPMR regarding the outcome of this bid.

11.12 All enquiries relating to this bid must be submitted in writing to the designated contact person(s) identified in the bid documentation.

12. BIDDER UNDERTAKINGS

12.1 By submitting a bid, the bidder undertakes to provide the goods and/or services described in its bid response in accordance with the specifications, terms, and conditions contained in this bid document.

12.2 The bidder shall remain bound by its bid for the validity period stated in the bid documentation.

12.3 The bidder confirms that it has satisfied itself as to the correctness and completeness of its bid and that the prices quoted include all costs, obligations, and liabilities necessary for the proper performance of the contract.

12.4 Any errors, omissions, or miscalculations in the bidder's pricing shall be for the bidder's sole account and risk.

12.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations arising from the resulting contract and any Service Level Agreement concluded with SADPMR.

12.6 The bidder shall be prepared to make presentations, demonstrations, or clarifications if requested by SADPMR.

14. BIDDER DECLARATIONS

14.1 The bidder declares and undertakes that it shall:

- a) Act honestly, fairly, transparently, and with due skill, care, and diligence in its dealings with SADPMR;
- b) Maintain the necessary resources, personnel, systems, and expertise required to perform the services;
- c) Avoid conflicts of interest and disclose any actual or potential conflicts immediately upon becoming aware thereof;
- d) Comply with all applicable laws, regulations, codes, and industry standards;
- e) Make full and accurate disclosure of all material information relevant to the bid and resulting contract;
- f) Refrain from fraudulent, misleading, deceptive, or unethical conduct;
- g) Conduct its business in a manner that promotes the interests of SADPMR and supports good governance principles; and
- h) Protect all information obtained from SADPMR and not disclose or use such information without prior written consent.

15. PREVIOUS EXPERIENCE AND DUE DILIGENCE

15.1 Where required in the bid specifications, bidders shall submit signed reference letters from current and/or previous clients demonstrating successful delivery of similar services.

15.2 Reference letters should, where applicable, indicate:

- a) Contract value;
- b) Contract period; and
- c) Industry or sector in which the services were rendered.

15.3 SADPMR reserves the right to conduct due diligence investigations and independently verify all information submitted by bidders.

16. FRONTING

16.1 SADPMR supports Broad-Based Black Economic Empowerment and condemns any form of fronting practice.

16.2 SADPMR may investigate any bidder where there is reason to believe that fronting practices exist.

16.3 Where indicators of fronting are identified, the bidder shall be required to provide satisfactory evidence to refute such findings within the period stipulated by SADPMR.

16.4 Failure to provide satisfactory evidence may result in disqualification, termination of any resulting contract, reporting to relevant authorities, and restriction from conducting business with organs of state.

17. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

17.1 SADPMR reserves the right to disqualify any bidder that:

- a) Engages in collusive tendering or anti-competitive conduct;
- b) Seeks unlawful assistance or preferential treatment from SADPMR officials or representatives;
- c) Offers, solicits, or accepts gifts, inducements, gratuities, commissions, or any other benefits intended to influence procurement decisions;
- d) Provides false, misleading, or fraudulent information;
- e) Has engaged in corrupt, unethical, or unlawful conduct in relation to any public procurement process; or
- f) Has been convicted of fraud, corruption, forgery, or related offences.

18. MISREPRESENTATION

18.1 The bidder acknowledges that SADPMR relies upon the representations, warranties, and information contained in its bid when making an award decision.

18.2 Any material misrepresentation, omission, or false statement may result in disqualification, termination of the contract, recovery of damages, and any other remedies available in law.

18.3 In the event of any inconsistency between the bidder's proposal and the signed Service Level Agreement, the Service Level Agreement shall prevail.

19. PREPARATION COSTS

19.1 All costs associated with the preparation, submission, presentation, demonstration, clarification, or negotiation of a bid shall be borne solely by the bidder.

19.2 SADPMR shall not be liable for any expenses, losses, damages, or costs incurred by any bidder in connection with participation in this bid process.

20. INDEMNITY

20.1 The bidder indemnifies and holds SADPMR harmless against any losses, damages, claims, costs, or expenses arising from the bidder's breach of these bid conditions, including costs associated with investigations, re-evaluation processes, confidentiality breaches, or infringement of intellectual property rights.

21. PRECEDENCE

21.1 This document shall take precedence over any oral communication or information provided during briefing sessions or meetings.

21.2 Any amendment to this document shall only be valid if issued in writing by SADPMR.

22. LIMITATION OF LIABILITY

22.1 Participation in this bid process is entirely at the bidder's own risk and cost.

22.2 SADPMR shall not be liable for any loss, damage, expense, or claim arising from or related to a bidder's participation in the bid process.

23. TAX COMPLIANCE

23.1 No award shall be made to a bidder that is not tax compliant.

23.2 SADPMR reserves the right to withdraw an award or terminate a contract where it is established that the bidder was not tax compliant at the time of award, submitted fraudulent tax information, or becomes non-compliant during the contract period.

24. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

24.1 No award shall be made to any bidder listed on the Register of Tender Defaulters or the List of Restricted Suppliers maintained by National Treasury.

24.2 SADPMR reserves the right to withdraw an award or terminate a contract should a bidder be placed on any such register or list at any stage.

25. GOVERNING LAW

25.1 This bid process and any resulting contract shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

25.2 The parties submit to the jurisdiction of the courts of South Africa in respect of any dispute arising from this bid or any resulting contract.

26. RESPONSIBILITY FOR SUB-CONTRACTORS

26.1 The bidder shall remain fully responsible and liable for the acts, omissions, and performance of its employees, agents, representatives, and approved sub-contractors.

26.2 The appointment of any sub-contractor shall not relieve the bidder of any obligation under the contract.

27. CONFIDENTIALITY AND PROPRIETARY INFORMATION

27.1 All information contained in or relating to this bid process shall be treated as confidential.

27.2 Bidders shall not disclose, reproduce, distribute, publish, or otherwise make available any information relating to this bid without the prior written consent of SADPMR, unless required by law.

27.3 All bid documents and information supplied by SADPMR remain the property of SADPMR and must be returned upon request.

27.4 Bidders shall ensure that all confidential information obtained from SADPMR is protected against unauthorised access, disclosure, or use.

27.5 The bidder shall declare that it has not had access to any SADPMR proprietary information or any information that may have unfairly advantaged it over other bidders.

28. AVAILABILITY OF FUNDS

28.1 The continuation of any resulting contract shall be subject to the availability of funds.

28.2 Should funding become unavailable, SADPMR reserves the right to suspend or terminate the contract, in whole or in part, upon written notice to the contractor.

28.3 The contractor shall be entitled to payment for services properly rendered up to the effective date of suspension or termination.

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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