

CONDITIONS FOR BIDDING

1. DISQUALIFICATION OF BIDS

1.1 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.

1.2 Disqualification in terms of the above 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.

2. RIGHTS RESERVED BY SADPMR

2.1 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, including instances where presentations have been made where applicable, after bids have been evaluated, or after preferred bidders have been notified of their status.

2.2 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.

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

2.4 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.

2.5 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.

2.6 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.

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

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

2.9 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.

2.10 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.

2.11 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.

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

3. BIDDER UNDERTAKINGS

3.1 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.



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

3.3 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.

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

3.5 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.

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

4. BIDDER DECLARATIONS

4.1 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.



5. PREVIOUS EXPERIENCE AND DUE DILIGENCE

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

5.2 Reference letters should, where applicable, indicate:

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

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

6. FRONTING

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

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

6.3 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.

6.4 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.

7. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

7.1 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.

8. MISREPRESENTATION

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

8.2 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.

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

9. PREPARATION COSTS

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

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

10. INDEMNITY

10.1 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.

11. PRECEDENCE

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



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

12. LIMITATION OF LIABILITY

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

12.2 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.

13. TAX COMPLIANCE

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

13.2 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.

14. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

14.1 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.

14.2 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.

15. GOVERNING LAW

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

15.2 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.

16. RESPONSIBILITY FOR SUB-CONTRACTORS

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



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

17. CONFIDENTIALITY AND PROPRIETARY INFORMATION

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

17.2 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.

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

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

17.5 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.

18. AVAILABILITY OF FUNDS

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

18.2 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.

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