PROPERTY PRACTITIONERS REGULATORY AUTHORITY

**63 Wierda Road, East, Sandton**

**YOU ARE HEREBY INVITED TO SUBMIT YOUR PROPOSAL TO PROPERTY PRACTITIONERS REGULATORY AUTHORITY FOR THE SERVICES ON THE ATTACHED BID DOCUMENT.**

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**BID NUMBER**: PPRA 05/2026 **CLOSING DATE**: 14 DECEMBER 2026 **CLOSING TIME**: 12:00PM

**DESCRIPTION: APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF 3 YEARS**

**NO BRIEFING SESSION**

**NB//BIDS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED FOR CONSIDERATION.**

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1. Attached please find :

    1.1 Cover Letter ……
    1.2 Invitation to Bid (SBD 1)……
    1.3 Condition to Bid……..
    1.4 Term of References……
    1.5 Bidders Disclosure (SBD 4)……..
    1.6 General Conditions of Contract (GCC)……

2. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.
3. Bid documents must be deposited into the bid box at the **Property Practitioner Regulatory Authority, Block B, 63 Wierda Road, East Sandton.**
4. Bids which are not inside tender/Bid box on the closing date and time will not be considered.

Yours Faithfully

**MAHLAKO THOBEJANE**
**SUPPLY CHAIN MANAGEMENT**
**DATE: 19/11/2026**

SBD1

# PART A

# INVITATION TO BID

| YOU ARE HEREBY INVITED TO SUBMIT A PROPOSAL TO THE PROPERTY PRACTITIONERS REGULATORY AUTHORITY | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | **BID: PPRA 05/2026** | CLOSING DATE: | **14 DECEMBER 2026** | CLOSING TIME: | **12:00 PM** |
| DESCRIPTION | **APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF 3 YEARS** | | | | |

| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)* |
|---|
| **63 WIERDA ROAD EAST** |
| **WIERDA VALLEY** |
| **SANDTON, JOHANNESBURG** |
| **2196** |

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|---|---|---|
| CONTACT PERSON | Ms. MAHLAKO THOBEJANE | CONTACT PERSON | **N/A** |
| TELEPHONE NUMBER | **N/A** | TELEPHONE NUMBER | **N/A** |
| FACSIMILE NUMBER | **N/A** | FACSIMILE NUMBER | **N/A** |
| E-MAIL ADDRESS | Mahlako.Thobejane@theppra.org.za | E-MAIL ADDRESS | SCM@theppra.org.za |

| 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 |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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? | | ☐ ☐ |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | ☐ ☐ |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | ☐ ☐ |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | ☐ ☐ |

**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

**SBD1**

# 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, 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: ……

## CONDITIONS OF BID

**(NB: Only PPRA conditions provided in this document will be applicable, no bidders' conditions will be considered/accepted)**

### 1. BACKGROUND AND INTRODUCTORY PROVISIONS

*1.1* Property Practitioners Regulatory Authority seeks to appoint a *Panel of Attorneys for a period of 3 years.*

### 2. OFFER AND CONDITIONS OF BIDS

2.1 Bidders must submit a completed and signed Invitation to Bid form (SBD1) and required bid forms attached with its bid/quotation. Bidders must take careful note of the conditions of the bid.

2.2 All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed and signed where required (failure to submit complete document will lead to disqualification).

### 3. CLOSING DATE AND TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid/quotation number, bid description and closing date.

3.3 All bids must be deposited in the bid box before the closing time and date stipulated above, at the address detailed on the cover page of this invitation to bid.

3.4 Bid box is accessible during working days and weekends from 07:30 to 16:30

### 4. BRIEFING SESSION

**4.1** There will be no briefing session for this bid.

### 5. ENQUIRIES

5.1 Should any bidder have any enquiries relating to this invitation to bid, such enquiries may only be addressed to the person/s detailed as mentioned below.

| Enquiry | Name | Contact Details |
|---|---|---|
| Bid related | Ms. Mahlako Thobejane | Email: Mahlako.Thobejane@theppra.org.za<br>Tel: |
| Technical | SCM | Email: SCM@theppra.org.za |

## 6. PRICING AND PREFERENCE POINTS

6.1 As this bid is for the establishment of a panel of service providers, Panel members appointed shall be compensated for their services in line with the approved rates as set out in the SLA.

**6.2** Pricing and preference points will not be evaluated at the panel establishment stage. The evaluation of price and preference points will be conducted as and when the Property Practitioners Regulatory Authority (PPRA) requests quotations from panel members for specific assignments or projects. Such evaluations will be undertaken in accordance with the applicable procurement prescripts and based on the rates agreed to in the SLA.

## 7. TAX COMPLIANT

7.1 PPRA will verify bidders Tax Compliant Status on CSD and/or through E-filling using a PIN issued by SARS, if the bidder is found to be non-compliant during the time of award, will be afforded (7) working days to rectify their TCS, Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.

## 8. BIDDERS DISCLOSURE

8.1 The bidder should submit a duly completed and signed Bidders Disclosure (SBD 4) together with the bid. The Bidders Disclosure form is attached with bid documentation.

## 9. VALIDITY

9.1 Bid documentation submitted by the bidder will be valid and open for acceptance for a period of (90) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

## 10. ACCEPTANCE OF BIDS

10.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the PPRA. The PPRA reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

10.2 The PPRA, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

## 11. FORMAL CONTRACT

11.1 Successful bidder (s) will be required to enter a formal contract with the Property Practitioners Regulatory Authority.

11.1.1 The terms of reference together with the proposal made by the successful service provider (s), the acceptance thereof by the PPRA and the SLA concluded by and between the Entity and the successful service provider (s) shall constitute the formal agreement between the parties. No amendment to this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to writing and signed by both parties.

11.2 Awarding of the contract will be subject to the Service Provider's expressing acceptance of the General Conditions of Contract and Special Condition of Contract.

11.3 The Entity reserves the right to terminate the contract in the event that there is clear evidence of non-performance, by the Supplier (s).

11.4 This bid document is not an offer to purchase any services or materials, and the Property Practitioners Regulatory Authority will not incur or be liable for any costs associated with the preparation of this quotation.

## 12. METHOD OF PAYMENT

12.1 The supplier shall furnish the Entity with an invoice upon fulfilment of the order obligation as stipulated in the contract.

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

12.3 Payment will be made in Rand unless otherwise stipulated in Special Conditions of Contract.

## 13. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

13.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a “need to know” basis with the approval of the PPRA.

13.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

**14. ACCURACY OF INFORMATION**

14.1. The information contained in the invitation to bid has been prepared in good faith. The PPRA nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

14.2. This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

**15. COMPETITION**

15.1 Bidders and their respective officers, employees and agents are prohibited from in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

15.2. In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

15.3. If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they are encouraged to discuss them position with the competition authorities before submitting a response.

15.4. Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

**16. RESERVATION OF RIGHTS**

16.1 Without limitation to any other rights of the PPRA (whether otherwise reserved in this invitation to bid or under law), the PPRA expressly reserves the rights to disqualify any bidder which does not comply with any one or more of the required pieces of information as indicated below:

16.1.1 If the bidder/s submit their bids without all the data and information requested.

16.1.2 Bidders that did not submit mandatory documents stipulated in the bid document.

16.1.3 Proposal that fails to comply with the specification.

16.1.4 Proposal that contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue, or inaccurate information.

16.1.5 Bidders who submit incomplete information and documentation according to the requirements of this bid document.

16.1.6 Bidders who receive information not available to other potential bidders through fraudulent means.

16.2 PPRA further reserves the right to:

16.2.1 Not to award or cancel this bid at any time.

16.2.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.

16.2.3 To award in part or in full.

16.2.4 To award this bid to one or more bidders.

16.2.5 be available at a competitive price than the contracted price, PPRA will request the current bidder to reduce their price to be inline failing which; these will be purchase out of contract.

16.2.6 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.

16.2.7 To carry out explanatory meetings in order to verify the nature and quality of the services bided for, whether before or after adjudication of the bid at bidder’s corporate offices and / or at PPRA sites if so required.

16.2.8 To award the contract to a Bidder whose bid was not the lowest in price.

16.2.9 To award the bid to a Bidder who is not the highest scoring Bidder.

16.2.10 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

16.2.11 To amend any bid conditions, bid validity period, bid terms of references, or extend the bid closing date, all before the bid closing date. All bidders, to whom the bid documents have been issued and where the PPRA have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the PPRA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

16.2.12 Not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPRA.

16.2.13 To request all relevant information, agreements, and other documents to verify information supplied in the bid response.

16.2.14 To conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members.

## 17. ADMINISTRATIVE REQUIREMENTS

17.1. Bid Document - All pages must be completed and signed (where signature is applicable) by the Bidder.

17.2. Invitation to bid must be Completed and signed (SBD 1)

17.3. Bidders' Disclosure must be fully completed and signed (SBD 4)

17.4. SBD 6.1 – Preference Points Claim Form

17.5. The bidder must ensure that their company is registered on CSD (attach the

17.6. CSD report with the bid document or provide bidder CSD registration number).

17.7. Bidders must submit their SARS TCS PIN number and CSD Supplier number

17.8. with their bid so that the bidder's Tax Compliance Status can be verified.

## 18. COMPLETION OF BIDDING FORMS

18.1. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.

18.2. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated. Bids submitted must be complete in all respects.

18.3. Bids shall be lodged at the address indicated not later than the closing time

18.4. and date specified for their receipt, and in accordance with the directives in the bid documents.

18.5. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.

18.6. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time and date of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened to ascertained bid number.

18.7. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

18.8. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid document, and proof of posting will not be accepted as proof of delivery.

18.9. No bid submitted by telefax, telegraphic or other electronic means will be considered.

18.10. Any alteration made by the bidder must be initialled.

18.11. Use of correcting fluid is prohibited.

18.12. Bids will be opened in public as soon as practicable after the closing time of bid.

18.13. Where practical, prices are made public at the time of opening bid

**19. UNDERTAKINGS BY THE BIDDER**

19.1 By submitting a bid in response to the bid invitation, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPRA on the terms and conditions and in accordance with the specifications stipulated in this bid document.

19.2 The bidder shall prepare for a possible presentation should PPRA require such and the bidder shall be notified within reasonable time before the actual presentation date. Such presentation may include a practical demonstration of services as called for in this bid.

19.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPRA during the bid validity period indicated in the bid and calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this bid document read with the bid.

19.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this bid; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

19.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with PPRA, as the principal(s) liable for the due fulfilment of such contract.

19.6 The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become PPRA property unless otherwise stated by the bidder/s at the time of submission.

19.7 No attempt may be made, whether directly or indirectly, to canvass any member of PPRA employees before the award of the contract. 19Any enquiries must be referred, in writing, to the specified persons.

## 20. COUNTER CONDITIONS

20.1 Bidder's attention is drawn to the fact that amendments to any of this condition of bid by bidders may results in the invalidation of the bids.

## 21. FRONTING

21.1 The PPRA support the Broad Black Based Economic Empowerment and recognises that the real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Based on the above (PPRA) condemns any form of fronting.

21.2 The PPRA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years. The matter may be reported to the National Prosecuting Authority (NPA) for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## 22. SCREENING

22.1 Acceptance of this bid may be subject to the condition that the successful bidder must be cleared by the appropriate authorities to render the service within the PPRA.

## 23. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

23.1 PPRA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock

exchange), directors or members of senior management, whether in respect of PPRA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

23.2 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.

23.3 Seeks any assistance, other than assistance officially provided by PPRA, from any employee, advisor, or other representative of PPRA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPRA.

23.4 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPRA's officers, directors, employees, advisors, or other representatives.

23.5 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPRA's officers, directors, employees, advisors, or other representatives to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPRA.

23.6 Accepts anything of value or an inducement that would or may provide financial gain, advantage, or benefit in relation to procurement or services provided or to be provided to PPRA.

23.7 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to PPRA.

23.8 Has in the past engaged in any matter referred to above; or

23.9 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

**24. MISREPRESENTATION**

24.1 The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that PPRA relies upon the bidder's proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

24.2 It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by PPRA against the bidder notwithstanding the conclusion

of the Service Level Agreement between PPRA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

**25. INDEMNITY**

25.1 If a bidder breaches the conditions of this bid and, as a result of that breach, PPRA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds PPRA harmless from any and all such costs which PPRA may incur and for any damages or losses PPRA may suffer.

**26. PRECEDENCE**

26.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

**27. LIMITATION OF LIABILITY**

27.1 A bidder participates in this bid process entirely at its own risk and cost. PPRA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder's participation in this Bid process.

**28 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

28.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners, or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. PPRA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been listed as defaulted with National Treasury by another government institution.

**29. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

29.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors, and other representatives), its sub-

contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that PPRA allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and PPRA will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

**30. CONSULTATION PRIOR TO SUBMISSION OF THE BID DOCUMENTS**

30.1 Bidders shall consult, **in writing**, with the PPRA's officials indicated under enquiries should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. PPRA undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

**31. CLARIFICATIONS AND COMMUNICATION**

31.1 Bidders are encouraged to submit clarification questions in writing to Property Practitioner Regulatory Authority (PPRA) officials mentioned above at least **ten (10) days** before the closing date and time.

31.2. The PPRA will respond in writing to queries and distribute to all bidders invited for bid.

31.3. Oral communication or instruction by PPRA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.

31.4. Whilst all due care has been taken in connection with the preparation of this bid, PPRA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current, or complete. PPRA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current, or complete.

31.5. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPRA (other than minor clerical matters), the Bidder(s) must promptly notify PPRA in writing of such discrepancy, ambiguity, error, or inconsistency in order to afford PPRA an opportunity to consider what corrective action is necessary (if any).

31.6. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPRA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

31.7. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid, or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.




# TERMS OF REFERENCE
# APPOINTMENT OF A PANEL OF ATTORNEYS FOR A PERIOD OF 3 YEARS

## 1. TERMS AND CONDITIONS

**This Request for Proposal (RFP) has been compiled by the PPRA and is made available to Bidders subject to the following terms and conditions, which Bidders are deemed to acknowledge and accept:**

1.1 A Bid submitted in response to this RFP will constitute a binding offer which will remain binding and irrevocable for a period of ninety days (90 Days)fvla from the date of submission to the PPRA.

1.2 Unless or until a binding contract is concluded between the PPRA and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.

1.3 The PPRA reserves the right to amend, modify, withdraw or terminate this RFP or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.

1.4 Should this RFP be amended, the PPRA undertakes to publicize or send each Bidder in writing the amended RFP. No oral amendments by the Bidder or the PPRA shall be considered.

1.5 It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.

1.6 The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the PPRA.

1.7 The PPRA reserves the right to conduct site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its response to this Bid.

1.8 This RFP is not intended to form the basis of a decision to enter into any transaction with the PPRA and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.

1.9 Neither the PPRA or any of its respective directors, officers, employees, agents, representatives or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFP.

1.10 No entity may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the PPRA, result in disqualification of the relevant entity.

1.11 Any material change in the control and/or composition of any Bidder or any core member of a Bidder after submission of a Bid, shall be brought to the attention of the PPRA Supply Chain Management ("SCM") Section in writing. The PPRA shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.

1.12 Any requirement set out in this RFP which stipulates the form and/or content of any aspect of a Bid, is stipulated for the sole benefit of the PPRA, and unless the contrary is expressed, may be waived by the PPRA in its sole discretion at any stage in the bid process.

1.13 The PPRA and its advisors shall rely on a Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.

1.14 All Bids submitted to PPRA shall become the property of the PPRA and will not be returned to the Bidders. The PPRA will make all reasonable efforts to maintain information contained in proposals in confidence.

1.15 A Bid submitted by the Bidder shall be considered irregular if it shows any omissions, or irregularities of any kind. However, the PPRA reserves the right to waive any irregularities and to make an award in the best interest of the organization.

1.16 The PPRA reserves the right to accept or reject in part or whole any Bid submitted, and to waive any technicalities if this is in the best interest of the organization.

1.17 The PPRA reserves the right to require a Bidder to provide a formal presentation of its RFP at a date and time to be determined by the PPRA. The PPRA shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses shall be borne by the Bidder.

1.18 In this RFP, the words "service provider", "supplier" will be used interchangeably to refer to the Bidder.

1.19 All costs associated with the preparation and submission of the Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the PPRA by the successful or unsuccessful Bidder.

1.20 All Bids must be formulated and submitted in accordance with the requirements of this RFP.

1.21 Bids received after the closing date and time as specified in this RFP shall be rejected.

1.22 The PPRA is not obliged to appoint a bidder with the lowest price, if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken. In this regard, PPRA may appoint the lower-ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded.

## 2. INTRODUCTION AND BACKGROUND

2.1 The Property Practitioners Regulatory Authority ("The PPRA") was established in terms of section 5 of the Property Practitioners Act 22 of 2019 ("The PPA") which came into effect on 1 February 2022.

2.2 The PPRA is a national public entity as listed in Schedule 3A of Public Finance Management Act 1 of 1999.

2.3 The PPRA was formerly known as the Estate Agents Affairs Board ("The EAAB") which was established in terms of section 2 of the Estate Agency Affairs Act 112 of 1976. Section 75(1)(a) of the PPA disestablished the EAAB and all rights, duties, liabilities and obligations relating to the EAAB were transferred to the PPRA.

2.4 The PPRA has the following mandate:

2.4.1 To regulate the conduct of property practitioners in dealing with the consumers;

2.4.2 To regulate the conduct of property practitioners in so far as marketing, managing, financing, letting, renting, hiring, sale and purchase of property are concerned;

2.4.3 To regulate and ensure that there is compliance with the provisions of the PPA;

2.4.4 To ensure that the consumers are protected from undesirable and sanctionable practices as set out in section 62 and section 63 of the PPA;

2.4.5 To regulate any other conduct which falls within the ambit of the PPA in as far as property practitioners and consumers in this market are concerned;

2.4.6 To provide for the education, training and development of property practitioners and candidate property practitioners;

2.4.7 To educate and inform consumers about their rights as set out in section 69 of the PPA; and

2.4.8 To implement measures to ensure that the property sector is transformed as set out in Chapter 4 of the PPA.

## 3. PURPOSE OF THE BID

3.1 The PPRA seeks to establish a panel of suitably qualified and experienced attorneys to provide various legal services to the organisation **as and when the need arises for a period of three years**

3.2 The panel of attorneys will ensure that the PPRA has easy access to experienced law firms that will protect the interests of the organisation and assist it to execute its mandate in an efficient and effective manner.

3.3 A panel of **five** law firms will be appointed per category of specialisation

3.4 The purpose of this bid is to outline the PPRA's requirements and criteria for the appointment of such suitably qualified and experienced law firms to the panel for a period of three years.

## 4. LEGAL EXPERTISE AND EXPERIENCE

4.1 Bidders are required to choose a maximum of **two categorie**s in the following fields of speciality:

| CATEGORY | AREA OF SPECIALITY (Mark with an X) |
|---|---|
| General Civil Litigation | |
| Labour Law | |
| General Legal Advice | |
| Curatorship and/or winding up of Trust accounts. | |
| Debt Collection | |

4.2 The PPRA will appoint **a panel of 5(five) law** firms per the categories specified and tabled in 4.1 above.

4.3 The **SCOPE** of the services required under each category entail:

4.3.1 **General Civil Litigation**:

4.3.1.1 Representing the PPRA in litigation matters in amongst others the following areas of the Law:

4.3.1.1.1 Disputes pertaining to the application and interpretation of the Property Practitioners Act 22 of 2019;

4.3.1.1.2 Administrative Law and Constitutional Law;

4.3.1.1.3 Property Law and Insolvency Law; and

4.3.1.1.4 Contractual disputes.

4.3.2 **Labour Law:**

4.3.2.1 Representing the PPRA in all labour forums including the CCMA and Labour Court;

4.3.2.2 Investigating misconduct cases;

4.3.2.3 Presiding over disciplinary cases; and

4.3.2.4 Representing of the employer in disciplinary cases.

4.3.3 **General Legal Advice:**

4.3.3.1 Corporate and Commercial Law;

4.3.3.2 Administrative and Constitutional Law;

4.3.3.3 Contract Law;

4.3.3.4 General interpretation of statues;

4.3.3.5 Property Law;

4.3.3.6 Insolvency Law;

4.3.3.7 Regulatory Compliance;

4.3.3.8 Legislative review and drafting;

4.3.3.9 Conducting legal due diligence; and

4.3.3.10 Training on various pieces of legislation and any other related legal issues.

4.3.4 **Curatorship and/or winding up of Trust Accounts**

4.3.4.1 The attorneys will be required to perform curatorship -related and/or trust account winding up work, including applying to a competent court for appointment as curator bonis in terms of section 54(8) of the Property Practitioners Act 22 of 2019.

4.3.4.2 **Debt Collection:** including the recovery of money from property practitioners in respect of claims paid out of the fidelity fund as well as outstanding fines imposed for misconduct.

4.4 A panel of 5 legal firms per category will be appointed. Attorneys can choose a maximum of two categories

4.5

| **CATEGORY** | **AREA OF SPECIALITY (Mark with an X)** |
|---|---|
| General Civil Litigation | 5 legal firms |
| Labour Law | 5 legal firms |
| General Legal Advice | 5 legal firms |
| Curatorship and/or winding up of Trust accounts. | 5 legal firms |
| Debt Collection | 5 legal firms |

## 5. SPECIAL TERMS AND CONDITIONS

5.1 The following are the special terms and conditions applicable to this bid:

5.1.1 The appointment of a successful bidder to the Panel of Attorneys will be for a fixed period of three (3) years, which shall be subject to performance review by the PPRA as set out in the Service Level Agreement concluded between the PPRA and the successful bidder.

5.1.2 Each successful bidder shall be required to sign a Service Level Agreement prior to providing the Services.

5.1.3 If the PPRA and the successful bidder do not reach consensus on the Service Level Agreement, the said firm will cease to be on the Panel of Attorneys with immediate effect (“Suspensive Condition”).

5.1.4 The successful bidder will be instructed to provide Services as and when required. While the PPRA will use reasonable endeavours to achieve a fair allocation of work to the firms of Attorneys on the Panel of Attorneys, the successful bidder acknowledges that their appointment to the Panel does not guarantee allocation of work.

5.1.5 The PPRA will as and when it requires the Services, in its sole discretion, issue an instruction letter to any firm of Attorneys on the Panel of Attorneys.

5.1.6 The PPRA may, in its sole discretion, instruct a matter or any part thereof to more than one firm of Attorneys.

5.1.7 A firm of Attorneys assigned any work may not cede, assign or sub-contract any part thereof to any third party unless with the prior written consent of the PPRA.

5.1.8 Service delivery levels and quality of work will be a critical factor for allocating work to the firm of Attorneys on the Panel.

5.1.9 The successful firms of Attorneys shall report directly to the Corporate Legal Manager or any person delegated by the PPRA in writing with regard to finalizing court papers, further instructions, status update reports, all administration pertaining to any particular instruction and any matters arising from this RFP.

5.1.10 The PPRA shall be entitled in its sole discretion, to remove a successful firm of Attorneys from the Panel of Attorneys before the expiry of the three (3) year period by written notice for non-compliance with any obligation contained in this RFP, applicable laws and/or breach of the Service Level Agreement and recall all the files in the firm of Attorneys' possession.

5.1.11 Notwithstanding the establishment of a Panel of Attorneys, the PPRA reserves the right to procure the provision of legal services from any firm of Attorneys outside the Panel in accordance with applicable laws.

## 6. ADMINISTRATIVE COMPLIANCE

6.1 The following administrative compliance documents must be duly completed, signed and submitted with the bid. Bidders that fail to comply with the below administrative requirement may be disqualified and may not be considered for further evaluation.

- Fully completed and signed Invitation to Bid (SBD 1)
- Fully Completed and signed Bidders Disclosure (SBD 4);
- Valid SARS Tax Compliance Status (TCS) Pin;
- Copy of Company Registration Certificate (CIPC);
- Certified copies of IDs for Members / Directors;
- Proof of registration with National Treasury Central Supplier Database (CSD).
- In a case of Joint Venture / Consortium; bidders must submit a joint venture or consortium agreement signed by all parties and indicate the percentage split for roles and responsibilities,
- All JV/Consortium proposal must include the individual companies / party's information for the above documents

*NOTE: Bidders must submit their SARS TCS PIN number and CSD Supplier number with their bid so that the bidder's Tax Compliance Status can be verified. Should a bidder not be Tax Compliant at the time of verification, the bidder will be notified in writing of their non-compliant tax status and be requested to remediate their tax status within seven (7) working days. Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.*

## 7. PRICING

7.1 The firm must include its fee structure under the following categories:

| CATEGORY | HOURLY RATE |
|---|---|
| Senior Director/Partner | R |
| Director | R |
| Senior Associate | R |
| Associate | R |
| Candidate Attorney | R |

7.2 The bidder acknowledges that its **fee structure as per the above is indicative only and not binding on the PPRA** but should be submitted with its Bid. To that extent, price will not be evaluated for this bid and therefore no points will be allocated for same.

7.3 Accordingly, the successful firm of attorneys **will be remunerated for services rendered to the PPRA, as per the Service Level Agreement** and fees agreed to by and between the PPRA and the firm of attorneys.

7.4 The PPRA reserves its right to limit the number of professionals assigned to a particular instruction and/or matter when concluding the Service Level Agreement with the successful firm of Attorneys.

## 8. BID EVALUATION CRITERIA

8.1 In accordance with the PPRA Supply Chain Management Policy, the bid evaluation process shall be carried out in two (2) stages namely:

8.1.1 Stage 1: Mandatory Requirements

8.1.2 Stage 2: Functionality Evaluation

### 8.1.1. STAGE 1: MANDATORY REQUIREMENTS

Bidders **must** attach the following documents to be evaluated further. Failure to comply with mandatory requirements will result in the Bidder being disqualified and shall not be evaluated further on functionality**.**

| NO. | MANDATORY REQUIREMENT | COMPLY | DON'T COMPLY |
|---|---|---|---|
| 1. | **A company profile** of the firm indicating when the firm was established **and its area(s) of specialization**. The lead attorney must have **at least eight years** post admission experience. | | |
| 2. | **Curriculum vitae** of the lead attorney and key staff stating years of experience. (Key Staff means a Candidate Legal Practitioner, an Associate and Senior Associate employed by the firm) | | |
| 3. | **Certified copies of admission as an attorney (Legal Practitioner) and right of appearance in the High Court** for the lead attorney and/or legal practitioner (Director/ Sole Proprietor or Partner). | | |
| 5. | **A valid attorney's fidelity fund certificate** issued in terms of the Legal Practice Act (Act No.28 of 2014) for the lead attorney/ legal practitioner (Director). | | |
| 6. | A **letter of good standing** from the relevant Legal Practice Council for the lead attorney/legal practitioner which must be valid at the date of closing of this tender. | | |
| 7. | **A minimum of 4 reference letters**, on the client's letterhead with contactable references. The reference letter **must not be older than 5 years** and must clearly indicate which category, as specified in paragraph 4 above, the legal services were provided in. | | |
| 8. | Proposal referred to in para 9.4.3 of this RFP | | |
| 9 | Demonstrable areas of specialisation in the format as set out in para 9.4.1 of this RFP | | |
| 10. | Proof of the firm's physical office location (such as a copy of a lease agreement, title deed or utility bill). | | |

### 8.1.2. STAGE 2: FUNCTIONALITY IN TERMS OF THE SET TECHNICAL EVALUATION CRITERIA

8.2.1.1. Bids must fully comply with all the Mandatory Requirements for the bid: **Stage 1: Mandatory Requirements** in order to qualify for **Stage 2: Functionality Evaluation**. Bids which fail to comply with all the requirements of Stage 1 will be invalidated or disqualified from the process or further evaluation.

8.2.1.2. In the second phase the proposals will be evaluated on technical requirements (functionality). A bid will be disqualified if it fails to meet the minimum threshold of 80% for functionality. The top five scorers per category will form part of the panel..

8.2.1.3. Bids received will be evaluated according to the requirements as listed in the table below.

8.2.1.4. Bidders who score less than 80% out of 100% on functionality requirements listed below will be disqualified and not recommended to form part of the panel.

## 8.2. EVALUATION CRITERIA SCORE

8.2.1 The bidder must submit details regarding the projects/matters it completed in the area of specialization in the format below (Bidders can submit the below on a separate page if necessary and indicate on the form the relevant Annexure)

| Number | Area of specialisation | Description of a project | Value of the project | Name of the client | Client contacts number | Period of the contract | Outcome | Start date | End date |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

8.2.2 The bidder must submit a reference letter for each of the projects successfully completed from the client. The reference letter must be on the client's letterhead with a contactable person and must indicate the period when the project was executed, final quality of work delivered and signed off by an authorized delegated employee of the client. **The reference letter must not be older than 5 years.**

8.2.3 The bidder must provide a detailed proposal, outlining the intended/proposed approach and methodology, which clearly addresses the bid requirements as stipulated in this bid including the area of specialization and the scope of work.

**Evaluation Criteria** | **Weight**

**Capacity and experience of the Firm of Attorneys**

a) **Demonstrate ability in identified area of specialisation.** — **30**

Experience as reflected in projects (in the last 5 years) undertaken by the firm. Indicate the information in the form of a table as suggested below; area of specialization, description of the project, value of the contract, name of client, outcome, client contact person, period of the contract, start and end date).

| Number | Area of specialisation | Description of the project | Value of the project | Name of the client | Client contact number | Period of the contract | Outcome | Start date | End date |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

- 0 projects = 0 points;
- 1 – 2 projects relevant to this RFP = 10 points;
- 3 – 4 projects relevant to this RFP = 20 points;
- 5 or more projects relevant to this RFP = 30 points.

b) **A minimum of four (4) reference letters to be completed by current and/or previous clients in the last five years) for legal services or work rendered to clients as listed in the table above. Each reference letter must be <u>on the client's letterhead with contactable details</u> <u>and must clearly indicate which category, as specified in paragraph 4 above, the legal services were provided in</u>. Any letter older than 5 years will not be considered.** — **10**

- 0 - 3 reference letters or non-compliant letters to the requirements listed above = 0 points;
- 4 compliant reference letters = 3 points;
- 5 compliant reference letters = 5 points;
- More than 5 compliant reference letters = 10 points.

**Evaluation Criteria**

c) **Provide detailed CVs of the Lead Attorney** — **15**

CV of the Lead Attorney who will be directly involved in providing the required services should specify areas of specialization as referred to in this RFP. The Lead Attorney must have at least eight (8) years' post admission working experience in the identified areas of specialization. **Certified copies of qualifications of the Lead Attorney should be attached as evidence.**

- Less than 8 years post admission experience = 0 points;
- 8 - 10 years' post admission experience = 5 points;

| | |
|---|---|
| • More than 10 years' post admission experience = 10 points;<br>• More than 15 years' post admission experience = 15 points | **15** |
| d) **Provide CVs of Key Staff/team members (Key Staff being Candidate Legal Practitioners, Associates and/or Senior Associates supporting the Lead Attorney**<br>• 0 key staff members = 0 points;<br>• 2 - 4 key staff members = 5 points;<br>• 4 or 5 key staff members who are **admitted attorneys** (with Admission Certificate Attached for each as evidence) = 10 points.<br>• More than 5 key staff members who are admitted attorneys (with Admission Certificate Attached for each as evidence) = 15 points | **10** |

| **Evaluation Criteria** | **Weight** |
|---|---|
| **PROJECT METHODOLOGY**<br>The bidder must provide a detailed proposal, outlining the intended/proposed approach and methodology for carrying out the instructions provided by the PPRA which clearly addresses the following items: the area of specialization and the scope of work and include<br>**(i) project and time management**, **(ii) task allocation, (iii) frequency of interactions between the Attorneys and the PPRA project manager**, **(iv) quality assurance processes in place and progress reporting**, **(v) risk management and how the bidder has successfully met tight deadlines in the past.**<br>• Non-submission or poor methodology and approach lacking on all requirements herein= 0 points.<br>• Approach is lacking on four requirements listed herein = 10 points;<br>• Approach is lacking on three requirements listed herein = 15 points;<br>• Approach is lacking on two requirements listed herein = 20 points;<br>• Approach is lacking on one requirement listed herein = 25 points;<br>• Approach is innovative, well-articulated and covers all the details listed in (i) to (v) above = 30 points; | **30** |
| **Total** | **100** |
| **Minimum Qualifying Score** | **80** |

## 9. BRIEFING SESSION

9.1 No briefing session will be held. If there are any queries, they can be directed to the contact below.

## 10. ENQUIRIES AND SUBMISSIONS

For more information and submission of documents in relation to this please contact the following person:

Tel: (011) 731 5711

# 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.

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.

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.

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

3.5 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.

3.6 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

# 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.

# TABLE OF CLAUSES


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

## 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 to 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 laws**

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

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

33.3 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.

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