PROPERTY PRACTITIONERS
REGULATORY AUTHORITY

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

BID NUMBER: PPRA 26/27 **CLOSING DATE**: 12 JUNE 2026 **CLOSING TIME**: 12:00 PM

DESCRIPTION: **APPOINTMENT OF SERVICES FOR CO-SOURCED CALL CENTRE FOR THE PERIOD OF THREE YEARS (3) FOR THE PROPERTY PRACTITIONERS REGULATORY AUTHORITY (PPRA).**

COMPULSORY BRIEFING SESSION: 29 MAY 2026 at 11h00 am
ONLINE: TEAMS

Microsoft Teams meeting

Join:

https://teams.microsoft.com/meet/391141297748875?p=ULgCO2I2N0Y30wIUI0

Meeting ID: 391 141 297 748 875

Passcode: PJ3fP7r6

PLEASE NOTE THAT BIDS RECEIVED AFTER THE CLOSING DATE AND TIME WILL NOT BE ACCEPTED FOR CONSIDERATION.

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 Pricing Schedule (SBD3.3)……...
1.6 Bidders Disclosure (SBD 4)…….
1.7 Preferential Points Claim Form (SBD 6.1)……..
1.8 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 Practitioners 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

VUSANI TSHIVULE (MR)
SUPPLY CHAIN MANAGEMENT
DATE: 14 MAY 2026

PART A

SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PROPERTY PRACTITIONERS REGULATORY AUTHORITY					
BID NUMBER:	**BID: PPRA 26/27**	CLOSING DATE:	**12 JUNE 2026**	CLOSING TIME:	**12:00 PM**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER FOR CO-SOURCED CALL CENTRE FOR THE PERIOD OF THREE YEARS (3) FOR THE PROPERTY PRACTITIONERS REGULATORY AUTHORITY (PPRA)**				
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	Mr Vusani Tshivule	CONTACT PERSON	**N/A**
TELEPHONE NUMBER	011 731 5711	TELEPHONE NUMBER	**N/A**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	Vusani.Tshivule@theppra.org.za	E-MAIL ADDRESS	Vusani.Tshivule@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 service provider for provisioning of Call Centre Services (Co-Sourced) for a period of Three (3) years for the Property Practitioners Regulatory Authority.

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 from 07:30am to 16:30pm.

3.4.1 Bidders must number and paginate the bid document to ensure proper analysis of the bid document. **Pagination numbering is a design pattern that helps users navigate through large sets of content by breaking it into manageable pages, typically displayed with numbered links and navigation buttons for ease of reference.**

4. BRIEFING SESSION

4.1 There will be a compulsory briefing session **(online).**

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	Mr. Vusani Tshivule	Email: Vusani.Tshivule@theppra.org.za
Technical	SCM	Email: SCM@theppra.org.za

6. PRICING

6.1 The bidder(s) must submit details regarding the bid/quotation price for the items on the pricing schedule as attached, and of which completed pricing schedule must be submitted together with the bid/quotation documents.

6.2 Pricing must be stipulated inclusive of Value Added Tax (VAT) if VAT registered.

6.3 It is mandatory that bidders provide their total bid price on Invitation to bid form and on SBD 3.3 (for evaluation purposes) as these are the only forms provided by the Property Practitioners Regulatory Authority to bidders to provide their prices. NB: Only prices provided in these forms will be considered by the Property Practitioners Regulatory Authority, bidders may attach their price breakdown, but the total price should not be different from the price provided in SBD 3.3.

NB: THE TOTAL BID PRICE REFERRED TO, IT'S THE TOTAL PRICE FOR ALL ITEMS THAT BIDDERS ARE REQUIRED TO QUOTE FOR INCLUSIVE OF VAT.

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

9.1 The bidder must complete the preferential points claim form (SBD 6.1) and sign accordingly to submit with the bid. The preferential points claim form is attached with bid documentation.

10. VALIDITY

10.1 Bid documentation submitted by the bidder will be valid and open for acceptance for a period of (120) calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

11. ACCEPTANCE OF BIDS

11.1 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.

12. 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.

13. FORMAL CONTRACT

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

13.1.2 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.

13.2 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.

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

13.4 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.

14 METHOD OF PAYMENT

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

14.2 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.

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

15 NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

15.1 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.

15.2 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.

15. ACCURACY OF INFORMATION

15.1. 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.

15.2 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.

16. COMPETITION

16.1 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.

16.2. 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.

16.3. 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.

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

17. RESERVATION OF RIGHTS

17.1 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:

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

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

17.1.3 Proposal that fails to comply with the specification.

17.1.4 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.

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

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

17.2 PPRA further reserves the right to:

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

17.2.2 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.

17.2.3 To award in part or in full.

17.2.4 To award this bid to one or more bidders.

17.2.5 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.

17.2.6 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.

17.2.7 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.

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

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

17.2.10 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.

17.2.11 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.

17.2.12 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.

17.2.13 To request all relevant information, agreements, and other

documents to verify information supplied in the bid response.

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

18. ADMINISTRATIVE REQUIREMENTS

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

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

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

18.4 The bidder must ensure that their company is registered on CSD (attach the CSD report with the bid document or provide bidder CSD registration number).

18.5 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.

19. COMPLETION OF BIDDING FORMS

19.1 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.

19.2 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.

19.3 Bids shall be lodged at the address indicated not later than the closing time and date specified for their receipt, and in accordance with the directives in the bid documents.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

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

19.9 Any alteration made by the bidder must be initialled.

19.10 Use of correcting fluid is prohibited.

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

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

20. UNDERTAKINGS BY THE BIDDER

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 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.

20.7 No attempt may be made, whether directly or indirectly, to canvass any member of PPRA employees before the award of the contract.

20.8 Any enquiries must be referred, in writing, to the specified persons.

21. COUNTER CONDITIONS

21.1 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.

22. FRONTING

22.1 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.

22.2 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 secto r 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.

23. SCREENING

23.1 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.

24. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

24.1 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")

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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.

24.7 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.

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

24.9 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.

25. MISREPRESENTATION

25.1 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.

25.2 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.

26. INDEMNITY

26.1 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 enforce ment 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.

27 PRECEDENCE

27.1 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.

28 LIMITATION OF LIABILITY

28.1 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.

29. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

29.1 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.

30. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

30.1 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.

31. CONSULTATION PRIOR TO SUBMISSION OF THE BID DOCUMENTS

31.1 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.

32. CLARIFICATIONS AND COMMUNICATION

32.1 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.

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

32.3 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.

32.4 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.

32.5 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).

32.6 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.

32.7 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.

PROPERTY PRACTITIONERS
REGULATORY AUTHORITY

TERMS OF REFERENCE

1. THE PROPERTY PRACTITIONERS REGULATORY AUTHORITY MANDATE

The PPRA is a public entity of the National Department of Human Settlements which has the responsibility to regulate, maintain and promote the conduct of property practitioners.

The authority seeks to enable ease of conducting business in the property sector, while ensuring compliance with the Property Practitioners Act (PPA) and applicable legislation and giving full effect to the transformation objectives of the PPA.

1.2. BACKROUND TO THE ISSUE

The PPRA is regulating the industry with about 9000 firms of estate agents and over 40 000. In addition, the Board is tasked with regulating the industry in public interest. For this reason, the PPRA interacts with the public on a daily basis.

The PPRA is regulating about 9000 firms of estate agents and over 40 000 estate agents and newly identified categories of property practitioners as per Section 1 of the Property Practitioners Act. The newly identified property practitioners are:

Auctioneers, Bond and Bridging finance originators, HOAs who perform property practitioner activities, Managing agents ,Property facilitators and intermediaries, Business brokers, including sales of franchises and business undertakings, Developers who preform property practitioners' activities, including project managers, development managers, investment sales agents, Time share and fractional ownership practitioners, Property advertising platforms, Property practitioners who specialise in collecting and distributing trust monies in terms of Regulation 2.4.1. (Payment processing agents) and Attorney employees.

In light of the expanded mandate of the PPRA, the Authority will register approximately 30 000+- newly identified property practitioners within the 2025/2026

financial year, the number of firms and property practitioners will therefore increase in our database, thereby increasing the number of calls and queries through the Call Centre.

The current call Centre is hosted at the PPRA office in Sandton and therefore runs on a co-sourcing model with the current service provider. The call statistics were as follows for 2025/2026, financial year:

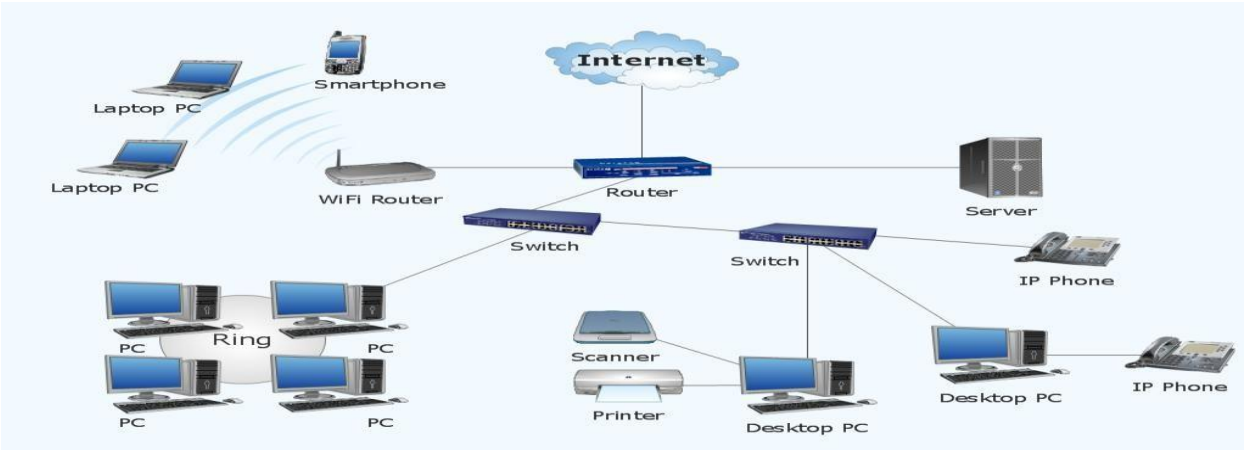
CALL REPORT	APRIL 2025 - MARCH 2026
Call Received	133052
Calls Managed	90573
Calls Abandoned	42479
Service Level	66%

2. CURRENT ENVIRONMENT

Current PPRA Contact Centre Architecture includes the following:

Call Centre Computer Telephony Integration (CTI), Interactive Voice Response (IVR), Quality Assurance, voice recording and workforce management services are currently outsourced to 1Stream/Internet Solutions.

Current PPRA Contact Centre Architecture.



3. SCOPE OF WORK

3.1 This tender defines the requirements for Call Centre services to include project plans and costs of delivery of a call centre solution that is fully fledged, reliable, scalable and adaptable with a call centre management and reporting tool including staffing of Call Centre agents and relevant personnel, 17 laptops, headphones (17), training, set up,

testing, and reporting through innovative solutions that would bring about a more effective and efficient service offering to PPRA. The call centre solution should also result in streamlined call handling which would reduce call times (repeat calls), associated costs, and improved customer satisfaction. The Call Centre operates in the following functional areas:

3.2 Property practitioners (estate agents), PPRA stakeholders, members of the public and employees at both Head office (Sandton) and regional office/s (Cape Town) of the PPRA.

3.2.1.1 Operating hours are weekdays from 8h00am to 16h30pm.

3.2.1.2 This functional area presently includes the following responsibilities:

- Field incoming calls;
- Provide information to clients and also educate the client; and
- Provide customer care and after-sales service.

3.2.1.3 Matters for call centre considerations follow certain specified processes indicated below:

- Receive a call;
- Assess the nature of the call;
- If there is a general info enquiry, assist client and close a query/activity on SAP system;
- If enquiry requires escalation, log a query/activity, and escalate to admin, or relevant dept;
- If query/activity is still pending after 48hrs, advise the Call Centre Team Leader to follow up with the dept. head;
- Once the query is resolved, feedback is sent to the client to confirm the resolution;
- Activity (query)/closed and
- Report compiled by Call Centre Team Leader.

3.2.1.4 The call centre services will be rendered at the PPRA offices in Sandton, the Contractor shall have an office within 200 kilometers requiring no more than one (1) hour 30 minutes driving time from Sandton, Johannesburg, to facilitate routine on-site visits and training for Contractor’s representatives.

3.2.2 **NB**: **THE CALL CENTRE SHALL BE LOCATED AT PPRA PREMISES IN SANDTON, JOHANNESBURG. PPRA to provide desks and related software to support call centre services.**

3.2.3 Contractor shall, in liaison with the PPRA, operate the call centre system in accordance with the South African laws and regulations during the contract period.

3.2.4 Contractor shall provide staff and a call centre monitoring and management solution.

3.2.5 Contractor shall have the capability to provide call Centre services five days a week, from 08h00am to 16h30pm. Normal call centre business hours are 8:00am – 16:30pm Monday – Friday and closed on weekends and public holidays, which must be staffed by suitably qualified staff at all times.

3.2.6 The Contractor shall be responsible for all work performed by subcontractors.

3.2.7 The Contractor shall provide the following types of Call Centre Services including but not limited to:

- Call Centre Staff to include Call Centre Team Leader X1, Quality Assurer X1 and Call Centre Agents X15;
- Provide headphones for X17 Call Centre Agents, (Quality Assurer and Team Leader; and
- Provide laptops X17 for Call Centre Agents, Quality Assurer and Team Leader.

The specification must be aligned to ensure compatibility with SAP*.* The proposed basic computer specification for end-user devices to be used by the call centre agents as part of the Call Centre project must meet the following requirements:

Component	Minimum Specification	Recommended Specification	Notes
Processor (CPU)	Intel Core i5 (10th Gen) or AMD Ryzen 5 (4000 series)	Intel Core i5 (12th Gen) or AMD Ryzen 5 (5000 series)	SAP client and Citrix/RDP connections perform best with midrange CPUs
Memory (RAM)	8 GB DDR4	16 GB DDR4	SAP can be memory-intensive when using multiple forms or add-ons
Storage	512 GB SSD	512 GB NVMe SSD	SSD improves response time, call handling, and system boot-up speed

Operating System	Windows 11 Pro (64-bit)	Windows 11 Pro (64-bit)	Must be domain-joinable and Intune/Entra compliant
Display	21.5" LED Monitor (1920x1080)	Dual 22" Monitors	Dual screens enhance productivity for SAP + call handling apps

- Inbound and Outbound Live Operator services;
- Service or Product Information;
- Scripted Information Dissemination;
- Mailing of Literature and Information Requests;
- Automatic Call Distributor (ACD);
- Interactive Voice Response (IVR);
- Email Correspondence;
- Call Centre Overflow Capabilities; and
- Handling Surveys and Questionnaires.

3.2.8 **Functional Area**

3.2.8.1 The contractor shall conduct call handling, and work with PPRA to develop effective call scripts for various projects.

3.2.8.2 The Contractor shall provide, at a minimum, the following types of services:

- Order Calls – this includes the processing of request for information e.g., complaint form, registration forms, audit reports, etc.
- Information Calls – this includes all calls when information is referred to and information is captured from the caller;
- Interactive Voice Response (IVR) – this includes all calls (including order calls and information calls) that are retrieved from the voicemail or IVR system by the Information Specialists and recorded into the call system.
- Callback Calls – a callback occurs when the Call Centre Agent cannot readily answer or provide the requested information while speaking with the customer; therefore, will arrange a callback at a later date and time with the caller.
- Repeat Calls – a repeat call occurs when a customer calls back to check the status of a previous request and additional information is referred, or a new request is placed.
- Call Transfer – this occurs when a caller must be transferred to the Functional Departments within PPRA to receive more specific information not currently provided by the Contractor.

- Out-bound Call Centre/telemarketing – this service includes conducting telephone surveys to consumer and any other business deemed appropriate.
- Mailing Forms – includes obtaining customer name and address and e-mail or fax form to customers.
- Data Entry – keying the data of information received into the PPRA Database;
- Web transactions – this includes, at a minimum: receive and respond to e-mail messages.
- Provide data content and order input of calls, products, and services into Agency database.
- Provide real-time information processing and on-line reporting.
- Provide on-going training to in-bound and out-bound Call Centre Agents.

3.2.9 **SYSTEM REQUIREMENTS**

3.2.9.1 The Contractor must provide detailed information on the infrastructure architecture proposed for hosting the centralised database and telephonic recordings for the call centre system. This must include:

The bidder must provide details of the following:

• Backup frequency and retention periods;
• Disaster recovery architecture;
• Recovery Point Objective (RPO);
• Recovery Time Objective (RTO);
• Data replication processes; and
• Service restoration procedures following a system failure.

3.2.9.2 The system will support the archiving, retrieval with its graphic user interface, and purging of all appropriate data. The database(s) residing on the central computer should be kept in an online mode for the length of the contract, except for archiving and retrieval purposes.

3.2.9.3 The System must prevent duplication of customer records. The Contractor must describe how this will be accomplished;

3.2.9.4 Contractor's interactive voice response (IVR) system shall, at a minimum, include processing calls in accordance with PPRA approved scripts and routing paths, application maintenance, and monitoring of

the Call Centre's IVR system, IVR answering capabilities, providing multi-language (English, Zulu, Afrikaans and Sotho) service capability.

3.2.9.5 OUTBOUND CALL CENTRE/TELEMARKETING

At the direction of PPRA, Service Provider shall conduct telephone surveys of customers, consumers, and any other businesses deemed appropriate by PPRA.

PPRA shall develop the questions for each survey.

The Bidder shall conduct all telephone surveys and electronically transmit the responses to the surveys and/or other information to PPRA. Bidder is to provide results of the telephone surveys on in a format to be determined by the PPRA from time to time.

3.2.9.6 **PERFORMANCE STANDARDS**

The Contractor shall present itself to all customers as a unit of the PPRA, not as a private contractor.

3.2.9.7 LANGUAGES

Contractor must be able to oversee calls in at least four languages, English, Zulu, Afrikaans, and Sotho. 100% of the Call Centre staff dedicated to the PPRA under the contract must have at least reading and speaking abilities.

3.2.9.8 MONITORING

PPRA reserves the right and shall be entitled to "On Site" as well as "On-Line" monitoring of Call Centre and call centre operations at location of the call centre. Timing and frequency of such monitoring shall be determined by the PPRA.

3.2.9.9 DATA ENTRY SERVICE

Contractor will, by request, input (non-live phone calls) names, addresses, etc. into a database from applications, forms, mailing lists, or from voicemail (IVR), internet, or other sources. Contractor will update certain Call Records in the database.

3.2.9.10 CALL SCRIPTS/SCREENS

PPRA shall develop all scripts and shall approve materials used in all projects.

The PPRA database and call database will be accessible to the Call Centre Agents and Agency to provide and receive pertinent

information to address inquiries received via the Internet, office mail, and telephone calls to the PPRA business office.

3.2.10 DISASTER RECOVERY

3.2.10.1 The proposed solution must support a hybrid operational model that enables call centre agents to continue operations either from the PPRA premises or from the bidder's alternative operational site in the event of service disruption, business continuity activation, or office inaccessibility. The bidder must demonstrate the capability to support secure remote or alternate-site operations without interruption to service delivery within forty-eight (48) hours.

3.2.10.2 The contractor shall have in place process and procedures for restoring service for situations where a reported service interruption cannot be resolved within four (4) hours and for services that cannot be restored within 48 hours. Service transfer capabilities and the lag time to implement must be described for both types of service outage scenario.

3.2.10.3 PRICING

The price proposals will form one of the main criteria for the evaluation, pricing transparency is paramount. Prospective contractors provide complete and accurate pricing. The costs should include all **set-up and configuration fees**.

3.2.10.4 CONTRACT DURATION

The contract will be valid for a period of 3 years in respect of providing a call centre management solution and reporting tool, staffing, set up, reporting, configuration and implementation of the contact centre. During this period, the service provider should place a technical support person on site and also ensure that necessary skills are transferred to PPRA 's technical team who would then continue with support and maintenance after the contract period had lapsed.

3.2.10.5 STAFFING

The contractor shall provide and adjust staff levels to service the volume of calls as anticipated by PPRA based on projections and schedules provided.

Throughout the life of the contract, Contractor shall provide a Project Management Team to implement the PPRA 's Call Centre program

and guidelines. The Project Management Team will consist of the Contractor's Account Manager and the Supervisor.

The Contractor shall appoint suitably qualified staff to manage PPRA 's call centre operations during the duration of the contract. The specific expertise and years of experience must be indicated in the curriculum vitae of the staff members who will be responsible for the fulfillment of the contract.

3.3 TRAINING

3.3.1 **ALL TRAINING COSTS ARE THE CONTRACTOR'S RESPONSIBILITY**. The PPRA will not accept any separate invoices for training and/or associated expenses, unless specifically authorized and agreed to by PPRA IN ADVANCE and in writing.

3.3.2 Call Centre Agents are required to receive product knowledge training. In addition, training will be provided for special event-based requirements. Contractor's Supervisor/Trainer shall collaborate with the Customer Relations Manager to review PPRA's training manual.

3.3.3 Upon award of the Contract, PPRA trainer shall conduct an initial training program and up to three weeks were indicated and needed, which will consist of product knowledge system training for the Call Centre Supervisor/Trainer and Call Centre Agents before answering calls. Once the Supervisor/Trainer has completed initial training, ongoing training will be Contractor responsibility to provide all training for any new Call Centre Agent hired during the term of the contract.

3.3.4 The Contractor shall train and manage staff assigned to the Call Centre as follows:

- Develop, conduct, and maintain a comprehensive and continuous training program providing Call Centre Agents with the appropriate knowledge and current information to perform services required by the PPRA.
- Develop and update training manuals and training records for the PPRA's review approval.
- Provide copies of all training materials to the PPRA on an ongoing basis.
- Conduct training that would include (but not be limited to):

- Sensitivity awareness training
- Projecting positive and helpful attitude
- Communicating with confidence and competence
- Adhere to confidentiality policies and procedures
- Customer Service Enhancement

3.3.5 Contractors must provide training to their staff to maintain continued effective operation of the Call Centre replacement staff and refresher, or updating training as needed.

3.3.6 The PPRA shall update the Supervisor/Trainer on a needs basis concerning policy updates. The PPRA will provide current desk reference guide material and other reference information as needed.

3.3.7 Any training required for new projects, new subject matters, and certain familiarization throughout the term of the contract shall be at the cost and responsibility of PPRA. Whenever new projects are introduced, the Account Manager and the Supervisor/Trainer shall evaluate the quality standards and time required to train the Call Centre Agents. Training can be formal in terms of an actual “classroom setting” or “on-the-job” training as part of the Supervisor/Trainer’s responsibility.

3.3.8 Training shall consist of, at a minimum:

• Introduction and purpose of the project;

• History or project background information;

• Product familiarity, Call content/project knowledge;

• Script familiarity;

• Role-play activities;

• Production and Quality measurement criteria;

• Oral Quiz;

• Written test; and.

• Review

3.3.9 Training will be conducted at Contractor’s location or PPRA offices;

3.4 SYSTEM TROUBLESHOOTING

3.4.1 The Contractor(s) shall, in liaison with the Customer Relations Manager, correct all system problems and application

problems under its control within (4) hours of detection. Any problems related to system functionality (i.e., hardware, lines, etc.), which are not under Contractor control, must be reported to the Customer Relations Manager immediately upon detection.

3.4.2 Contractor is required to provide troubleshooting and connectivity issue resolution between the call centre and database systems. The Contractor shall provide general troubleshooting of the call module in the areas of call centre user accounts and call reports both of which are key functionality of the call module.

3.4.3 The Contractor(s) shall notify the Customer Relations Manager two calendar weeks in advance, by confirmed e-mail or phone of any planned service outages that may affect the PPRA's services provided or describe alternate plans.

3.5 QUALITY CONTROL

3.5.1 Contractor line supervisors will monitor a minimum of twenty percent (20%) of all calls received by Call Centre Agents for quality control. A monthly report of recorded results will be submitted to the Customer Relations Manager.

3.5.2 The Contractor shall facilitate and allow the Customer Relations Manager their nominee's access to Contractor's screen data displaying real time call centre telephone activities (all volume, number of calls in queue, waiting time, available staff, etc.) This screen availability system shall be available on equipment housed at the Customer Relations Manager and IT Manager's offices.

3.5.3 The Contractor shall verify credentials of authorised PPRA audit personnel prior to any quality control audit. These audit reviews will be incorporated but are not limited to the following:

- Review the Contractor's compliance with contract terms, system specifications, local laws and regulations, and administrative and program documentation.
- Review invoices for accuracy.

The Contractor shall be notified in writing, through the Customer Relations Manager, of the results of any audits. The Contractor shall respond in writing and correct any deficiencies noted by the auditor as specified in this document. .

3.6 TRANSITIONAL ARRANGEMENTS

The incumbent contract runs on month to month. It is envisaged that the new contract will commence in July 2026, or at a determined date. Therefore, “transition-in” of services shall begin at contract award and be completed by date to be determined, to include transfer of all data and services. Describe the transition-in plan in detail in technical proposal.

3.6.1 The Transition Plans must include, but not be limited to the following:

- Address all legal regulations and requirements;
- Listing/inspecting of office space, furniture, equipment, telephone, and data lines;
- Any installation of furniture, equipment, telephone, and data lines, where necessary;
- System Security and Security aspects related to a safe environment for staff and customers;
- Transfer and organisation of documentation;
- Transfer of electronic data;
- Coordination of enabling or disabling of logon IDs;
- Establishing or terminating contracts for other services;
- Implementation of standard operating procedures, generally accepted accounting procedures, generally accepted audit standards, and security over the computer system;
- Training of staff;
- Risk analyses and their proposed solution(s), and their assessment for the transition;
- Transfer of services including cutover dates;
- The End-To-End Performance Testing Period*
- Staffing;
- Hardware and/or Software Tools; and
- Hardware and Software platforms utilised.

3.6.2 **End-To-End Performance Test Period:** The end-to-end performance test period will begin during the transition period. The end-to-end performance test period shall be to test complete business processes

as required for the utmost reliability of the Call Centre, and shall include at a minimum:

a. Testing with existing system applications and services as appropriate;

b. Validate system set-up for transactions and user access;

c. Confirm use of system in performing business processes;

d. Verify performance of business-critical functions;

e. Confirm integrity of business processes, data, services, security, and end-products;

f. Verify all requirements of the tender have been met;

g. Speed of performance;

h. Rate of errors or failures;

If it is determined that the scheduled End-To-End Performance Test Period does not allow for all business processes to be tested (i.e. rounds, inspections, audits), then the Contractor will, at no charge to the PPRA, provide all resources necessary to correct the problems of the system and services for an additional period, until the system is free from performance problems and meets all specifications as defined in this document. If performance problems or specification problems continue, liquidated damage may be assessed.

3.6.3 The Contractor is also required to provide a" Transition-Out" plan as an end-of-contract transition prior to the conclusion of the contract awarded as a result of this tender issued. This Plan shall document and demonstrate how the call centre services and operations will be transferred to a potential new contractor. In addition to this Transition-Out Plan, the Contractor shall be required to document all hardware and software platforms, scripts, business processes, databases, hardware architecture, tools, etc., used in their operations. The Contractor shall provide technical support to ensure a smooth, effective, reliable transition.

3.7 OWNERSHIP OF DATA

3.7.1 All PPRA data stored on Contractor's servers or other equipment is owned by the PPRA and must be provided to the PPRA and/or a

designated future Contractor upon request by the Customer Relations Manager. The PPRA reserves the right to determine the format in which the data is transferred.

3.7.2 All data provided to the Contractor remains the property of the PPRA. All data generated during the performance of the contract is the property of PPRA. All PPRA owned data must be used only for the purposes of administering the Call Centre System. The data will not be utilised for any other purpose, commercial or otherwise, unless specifically authorised by the PPRA.

3.8 ORDER PROCESS

3.8.1 The Customer Relations Manager will process the PPRA service request electronically submit the request to the Contractor.

3.8.2 The Contractor shall respond to the request by email or fax with all pertinent order information within ten (10) business days.

3.8.3 The Customer Relations Manager will electronically submit a purchase order to the Contractor. This P.O. will serve the Contractor as a notice to proceed for specific services.

3.8.4 The Contractor shall respond to the Purchase Order by email or fax with all pertinent order information within three (3) business days. Each Purchase Order will include the name, telephone number and e-mail address of the Customer Relations Manager who should receive the order information.

3.9 BILLING INFORMATION

3.9.1 The Contractor shall provide and send monthly invoices to the Customer Relations Manager. The invoices shall be dated the first of the month. In addition, one invoice will be submitted to the Customer Relations Manager on a monthly basis for the previous month's service by the 15th calendar day of the following month, i.e., a copy of June's bill will be submitted by the 15th of July. The monthly invoice shall include the following:

- Name and Address of the vendor;
- Account Number;
- Invoice number and date;
- Billing period;
- PPRA Purchase Order Number;

- Type of Service Provided;
- Quantity of Service Units (Minutes of Service, Hours Worked, etc.);
- Discounts (if applicable);
- Unit Price (Per Minute, Hourly wage, etc.);
- Total current charges;
- Past due charges;
- Balance to date;
- Date due; and
- Remittance address.

3.9.2 The Contractor(s) shall provide with the monthly invoice a call detail report. (See Reports Section for details).

3.9.3 SECURITY

3.9.4 The Contractor will comply with the PPRA Standards of Security and Privacy: Primary objectives are:

- To establish a secure environment for the processing of data
- To reduce information security risk
- To communicate the responsibilities for the protection of information

3.9.5 All Contractor personnel is responsible for:

- Being aware of their responsibilities for protecting IT assets of the PPRA;
- Exercising due diligence in conducting the PPRA's IT Security Policy;
- Being accountable for their actions relating to their use of all PPRA IT Systems and Internet Access;
- Using IT resources and Internet Access is only for intended purposes as defined by policies, laws, and regulations of the PPRA.

  The contractor must be compliant to the Protection of Personal Information Act;

- ISO 27001
- ISO 27701

3.9.6 **REPORTS**

3.9.7 The Contractor will have in place a comprehensive call flow and intelligent routing process. The System must have the capability of

generating customised reports. This customised report generator must be Windows based. The reporting software must have real-time access to all of the System's data.

3.9.8 The contractor shall generate reports to evaluate PPRA programs and services system effectiveness. Such reports shall be produced individually or combined and shall be provided on a daily, weekly, monthly, quarterly, semi-annual, annual basis and/or by special request. Reports shall be submitted to the Customer Relations Manager. Reports monitoring call traffic and other reports must also be available. The reports format shall be agreed upon between the Contractor and PPRA.

3.9.9 ACD Reports – average number of agents, total calls accepted, total calls answered, ACD calls referred, average answered, average abandoned, ACD down time, average ACD talk time (seconds), maximum answered, total ACD talk time (seconds), total not ready time, total down time, total wait time, total staff time, customer service staffing level per hour:

- Call volume reports - number of calls during each hour, number of abandoned calls, number of incomplete calls, busy signals and rollovers, length of calls, percentage of calls answered and serviced vs. total calls received, etc.
- Performance Reports – system down time, monthly turnover rate, average time in queue, average call duration per agency, number of calls handled per hour, number of staff on duty daily, number of calls transferred to functional departments, problem/complaint resolution log;
- Abandoned rate reports;
- Trouble (Maintenance) Report; and
- Any other information to the Customer Relations Manager.

4.9 TERMINATION OF SERVICE

In case of any failure to comply with any of the conditions of the contract or unsatisfactory rendering of service, the stipulation of the General Conditions of Contract and the Special Conditions of Contract shall be applicable.

Should PPRA, after a reasonable period of notice, of not less than seven days, in writing, depending upon the circumstances, call upon the service provider to comply with any of the conditions and should he/she fail to do so, PPRA shall, without prejudice to any of its rights be entitled to cancel the contract, and to claim from the contractor any damage or loss that might have been suffered, including any additional expense incurred by it having either to invite fresh bids/quotation or to accept any less favorable bid.

4.9.1 **UNSATISFACTORY PERFORMANCE**

Failure to comply with the conditions of the contract, PPRA shall be entitled, without prejudice to its other rights, to cancel the contract in terms of the General Conditions of Contract.

4.9.2 **ASSIGNMENT**

The contractor shall not, without prior written authority of PPRA, cede, assign, or transfer its rights or obligations in respect of this contract or any part thereof or any share of interests herein, directly, or indirectly, to any person, firm, or organisation whatsoever.

5. EVALUATION PROCESS

The evaluation will be conducted by an evaluation committee who will evaluate all bids submitted in line with the evaluation criteria outlined in this bid document.

Bid Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act (PPPFA) (Act 5 of 2000), the Preferential Procurement Regulations (PPR) of 2022 and the PPRA Supply Chain Management Policy.

6. EVALUATION CRITERIA

This tender will be evaluated in three phases namely:

1, Mandatory Requirements,

2, Functionality; and

3, Price and Specific Goals.

7. PHASE 1:

MANDATORY BID REQUIREMENTS

Bidders must <u>attach</u> the following document to be evaluated further. Failure to comply with mandatory requirement will result in the bidder being disqualified and shall not be evaluated further on functionality.

CRITERIA	COMPLIANT	NON-COMPLIANT
The Bidder must provide Four (4) reference letters from clients where they provided a call centre solution that supports integration with other systems and telephone integration in the last five years.		
The Bidder must provide a summary of at least Six (6) reports that the call centre solution is capable of providing to management and the frequency thereof. (For POPIA compliance redact the name of the Company) **Key Types of Call Centre Reports to include:** **1. Agent Activity Reports;** **2. Service Level Reports;** **3. Disposition Reports;** **4. First Call Resolution (FCR) Reports;** **5. Queue and Wait Time Reports and** **6. Performance Dashboards.**		
The system must integrate with other channels (e.g., SMS, WhatsApp, Facebook, Instagram, and email) available to clients (Estate Agents, Property Practitioners, members of the public and general Stakeholders) for interaction with the PPRA. Proven experience of this functionality must be provided with a report.		
The Bidder must provide physical location within 200 kilometers from Sandton, Johannesburg. (attach letter of municipal service account, not less than three months from date of issue of the tender) or lease agreement with start and end date of the lease agreement, dated and signed by all relevant parties.		

8. PHASE 2:

FUNCTIONALITY REQUIREMENTS

The bids/proposals will be evaluated on technical requirements (functionality). A bid will be disqualified if it fails to meet the minimum threshold of **70 points** for functionality. Bidders that meet

the minimum threshold of **70 points** will then be evaluated further on Stage 3: Price and specific goals

Description	Weights
Proposed Approach and Methodology (Infrastructure): Availability and appropriateness of the tools/methods used by the organisation and how they will satisfy the requirements of the assignment, particular reference to: 06 points = Call centre software and related hardware; 05 points=Training and development of call centre staff; 06 points =Disaster recovery (refer to page 20 of the bid document); 02 points= points Languages covered; and 02 points= Quality control	50
Project and Implementation Plan: Appropriateness of the suggested delivery schedule indicating targets and time frames per financial year and ability to reach and exceed the set targets. **Score** 00 points = No understanding of PROJECT; 04 points = Demonstrate understanding of PROJECT; 08 points = Demonstrate understanding of PROJECT, clear timelines; 12 points = Demonstrate understanding of PROJECT, clear timelines, and targets; 16 points = Demonstrate understanding of PROJECT, clear timelines, targets, and project budget; and 20 points = Demonstrate understanding of PROJECT, clear timelines, targets, project budget, and engagement strategy.	20
Qualification and Relevant Experience of Individual Key Team ***Team Leader and Quality Assurer:*** Academic and experience of individuals that will be involved in the assignments. **1 Team Leader:** **Score:** 00 points=Degree/National Diploma with 0 to 1 year's **relevant experience**; 02 points = Degree/National Diploma with 2 to 3 years' **relevant experience**; 03 points = Degree/National Diploma with 4 to 5 years' **relevant experience**; and 05 points = Degree/National Diploma, 6 **relevant experience** and above. **2 Quality Assurer:** 00 points=Degree/National Diploma with 0 to 1 year's **relevant experience** 02 points = Degree/National Diploma with 2 to 3 years' **relevant experience**; 03 points = Degree/National Diploma with 4 to 5 years' **relevant experience**; and 05 points = Degree/National Diploma, 6 **relevant experience** and above.	10
Experience of the firm in offering call centre services in line with supported by contactable reference letters attached from clients.	20

<table>
<tr><th>Description</th><th>Weights</th></tr>
<tr><td>Bidders must use the following template to present experience in the utilisation of the call centre systems.
<table>
<tr><th>Name of client</th><th>Contract start and end date</th><th>Contract description</th><th>Address where contract work was performed</th><th>Contact person and number for references</th><th>Provide details of system used and work undertaken</th><th>Total number of years of experience</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table>
Score:
04 points = Between 0 to 2 years;
08 points = Between 3 to 4 years;
12 points = Between 5 to 6 years;
16 points = Between 7 to 8 years; and
20 points = From 9 years and above.</td><td></td></tr>
<tr><td>TOTAL SCORE FOR FUNCTIONALITY</td><td>100</td></tr>
</table>

All bidders who score less than 70% on functionality will be eliminated and will be regarded as having submitted a non-responsive bid and will be disqualified.

9. PHASE 3:

Price and Preference Point System

This stage of the evaluation is in line with the Preferential Procurement Policy Framework Act (PPPFA), Preferential Procurement Regulations (PPR) 2022 and the PPRA SCM Policy prescribing the framework for the Preference Point System.

The Entity is applying the 80/20 Preference Point System for this tender. A maximum score of eighty (80) points will be allocated for Price quoted by the Bidder, as per Regulation 5 of PPR 2022 and twenty (20) points are allocated in line with the persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

	POINTS
Price	80
Preference Point – Specific Goals	20

Total points for Price and Preference Points	100

Price Evaluation:

The following formula shall be used to calculate the points out of 80 for price in respect of quotations/bids with a Rand value equal to or below R50 000 000 (all applicable taxes included):

$$PS = 80 \left(1 - \frac{Pt - Pmin}{pmin}\right)$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

Preference Point – Specific Goals:

A maximum of 20 points will be awarded to a tenderer for the Specific Goal specified in this tender.

Points scored for the Specific Goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Specific Goals Requirements

To qualify for Specific Goal points, Bidders must provide evidence and verifiable documentation as proof to claim the Preference Points.

SPECIFIC GOALS	PROOF OF EVIDENCE	POINTS
Black People	Attach ID document	10
Women	Attach ID document	4
Youth	Attach ID document	2
People with Disability	Attach proof (Doctor's report)	2

People who are Military Veterans	Attach proof	2

21.1 The bidder may be requested to furnish SCM practitioners or officers with information such as company profile that comprises; management personnel, supervisor, composition in terms of shareholding, address of the head office, regional office, or branches, disclose the date the company commenced its operation and reference letter of the related job completed successfully, etc.

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: .....

CLOSING TIME 11:00 CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R---------- days
----------	R---------- days
----------	R---------- days
----------	R---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……..	……..	R……..
----------	……..	……..	R……..
----------	……..	……..	R……..
----------	……..	……..	R……..

TOTAL: R……

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

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……	……	R……
----------	……	……	R……
----------	……	……	R……
----------	……	……	R……

TOTAL: R……

6. Period required for commencement with project after acceptance of bid ……

7. Estimated man-days for completion of project ……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……

……

……

……

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SBD 4

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**

2.2 Do you, or any person connected with the bidder, have a relationship

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.

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 consortium will not be construed as collusive bidding.

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

3.4 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

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.

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

SBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People (Attach ID Copy)	10	
Woman (attach ID copy)	4	
Youth (Attach ID copy)	2	
People with Disability (Attach proof)	2	
People who are Military Veterans (Attach proof)	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

……..

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……..

DATE: ……

ADDRESS: ……

……

……

……

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC), relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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1. Definitions
2. Application
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of 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.