



63 Wierda Road, East, Sandton

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

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**BID NUMBER:** PPRA 06/2024

**CLOSING DATE:** 01 OCTOBER 2024

**CLOSING TIME:** 12:00 PM

**DESCRIPTION:** THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF A PROPERTY PRACTITIONERS INFORMATION MANAGEMENT SYSTEM FOR FIVE (5) YEARS.

**COMPULSORY BRIEFING SESSION:**

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**PLATFORM:** MS TEAM [Join the meeting now](#)

**DATE:** 19 SEPTEMBER 2024

**TIME:** 11:00 AM

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

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1. Attached please find :

|     |   |             |
|-----|---|-------------|
| 1.1 | Invitation to Bid (SBD 1).....                | Page 2-3    |
| 1.2 | Condition to Bid.....                         | Page 4-18   |
| 1.3 | Term of References.....                       | Page 19-81  |
| 1.4 | Pricing Schedule (SBD 3.1).....               | Page 82-83  |
| 1.5 | Bidders Disclosure (SBD 4).....               | Page 84-86  |
| 1.6 | Preferential Points Claim Form (SBD 6.1)..... | Page 87-92  |
| 1.7 | General Conditions of Contract (GCC).....     | Page 93-109 |

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

Yours Faithfully

**MS N. MQADI**  
**MANAGER: SUPPLY CHAIN MANAGEMENT**  
**DATE:**

**PART A  
INVITATION TO BID**

|  |   |  |  |   |       |
|--|---|--|--|---|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PROPERTY PRACTITIONER REGULATORY AUTHORITY</b>  |   |  |  |   |       |
| BID NUMBER:  | PPRA 06/2024  | CLOSING DATE:  | 01 OCTOBER 2024  | CLOSING TIME:   | 12:00 |
| DESCRIPTION  | SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF A PROPERTY PRACTITIONER INFORMATION MANAGEMENT SYSTEM FOR FIVE (5) YEARS |  |  |   |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>  |   |  |  |   |       |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT<br>(STREET ADDRESS)   |   |  |  |   |       |
| <b>PROPERTY PRACTITIONER REGULATORY AUTHORITY</b>  |   |  |  |   |       |
| <b>BLOCK B</b>   |   |  |  |   |       |
| 63 WIERDA ROAD, EAST   |   |  |  |   |       |
| SANDTON  |   |  |  |   |       |
| <b>SUPPLIER INFORMATION</b>  |   |  |  |   |       |
| NAME OF BIDDER   |   |  |  |   |       |
| POSTAL ADDRESS   |   |  |  |   |       |
| STREET ADDRESS   |   |  |  |   |       |
| TELEPHONE NUMBER   | CODE  |  | NUMBER   |   |       |
| CELLPHONE NUMBER   |   |  |  |   |       |
| FACSIMILE NUMBER   | CODE  |  | NUMBER   |   |       |
| E-MAIL ADDRESS   |   |  |  |   |       |
| VAT REGISTRATION NUMBER  |   |  |  |   |       |
|  |   |  |  |   |       |
|  | TCS PIN:  |  | OR   | CSD No:   |       |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE<br>[TICK APPLICABLE BOX]  | <input type="checkbox"/> Yes  |  | B-BBEE STATUS LEVEL<br>SWORN AFFIDAVIT                                   | <input type="checkbox"/> Yes  |       |
|  | <input type="checkbox"/> No   |  |  | <input type="checkbox"/> No   |       |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY?   |   |  |  |   |       |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX   | <input type="checkbox"/>  | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)           |  |   |       |
|  | <input type="checkbox"/>  | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |  |   |       |
|  | <input type="checkbox"/>  | A REGISTERED AUDITOR   |  |   |       |
|  |   | NAME:  |  |   |       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |   |  |  |   |       |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]  |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ANSWER PART B:3 BELOW ] |       |
| SIGNATURE OF BIDDER  | .....   |  | DATE   |   |       |
| CAPACITY UNDER WHICH THIS BID IS SIGNED<br>(Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)  |   |  |  |   |       |
| TOTAL NUMBER OF ITEMS OFFERED  |   |  | TOTAL BID PRICE (ALL INCLUSIVE)  |   |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>   |   |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                         |   |       |
| DEPARTMENT/ PUBLIC ENTITY  |   |  | CONTACT PERSON   |   |       |
| CONTACT PERSON   |   |  | TELEPHONE NUMBER   |   |       |
| TELEPHONE NUMBER   |   |  | FACSIMILE NUMBER   |   |       |
| FACSIMILE NUMBER   |   |  | E-MAIL ADDRESS   |   |       |
| E-MAIL ADDRESS   |   |  |  |   |       |

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

|  |  |  |
|--|--|--|
| <b>1.</b>  | <b>BID SUBMISSION:</b>   |  |
| 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 ONLINE   |  |
| 1.3.   | BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |  |
| 1.4.   | WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.                                |  |
| 1.5.   | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.  |  |
| <b>2.</b>  | <b>TAX COMPLIANCE REQUIREMENTS</b>   |  |
| 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.  |  |
| 2.3  | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.   |  |
| 2.4  | BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.   |  |
| 2.5  | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.  |  |
| 2.6  | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.  |  |
| <b>3.</b>  | <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |
| 3.1.   | IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2.   | DOES THE BIDDER HAVE A BRANCH IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3.   | DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4.   | DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p> |  |  |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

## **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 to supply, install, maintain and support a property practitioner information management system for five (5) years.

### **2. OFFER AND CONDITIONS OF BIDS**

- 2.1 Bidders must submit a completed and signed Invitation to Bid form (SBD1) and required bid forms attached with its bid/quotation. Bidders must take careful note of the conditions of 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 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 07:30 to 16:30

### **4. BRIEFING SESSION**

- 4.1 A compulsory briefing and clarification session will be held on **MS TEAM on the 19 September at 11:00 am** to clarify to bidder(s) the scope and extent of work to be executed. Link is included in the bid document.

## 5. ENQUIRIES

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

| Enquiry     | Name            | Contact Details   |
|-------------|-----------------|---|
| Bid related | Ms Conny Lebepe | Email: Conny.Lebepe@theppra.org.za<br>Tel: 011 731 5699 |
| Technical   | SCM             | Email: SCM@theppra.org.za                               |

## 6. PRICING

- 6.1 The bidder(s) must submit details regarding the bid price for the items on the specifications as attached.
- 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 (SBD1) and on SBD 3 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 1 and SBD 3.

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

## 7. TAX COMPLIANT

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

## **12. FORMAL CONTRACT**

- 12.1 Successful bidder (s) will be required to enter a formal contract with the Property Practitioners Regulatory Authority.
- 12.2 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.
- 12.3 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.
- 12.4 The Entity reserves the right to terminate the contract in the event that there is clear evidence of non-performance, by the Supplier (s).
- 12.5 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.

## **13. METHOD OF PAYMENT**

- 13.1 The supplier shall furnish the Entity with an invoice upon fulfilment of the order obligation as stipulated in the contract.
- 13.2 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.
- 13.3 Payment will be made in Rand unless otherwise stipulated in Special Conditions of Contract.

## **14. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY**

- 14.1 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.

- 14.2 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 required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its 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 any collusive action concerning the bidding process which limits competition amongst bidders.
- 16.2 In general, the attention of bidders is drawn to Section 4(1) (iii) of the Competition Act 1998 (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 their position with the competition authorities before submitting a response.
- 16.4 Any correspondence or process 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

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 To negotiate prices of items that are contracted and should these items 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. PRE – QUALIFICATION/ 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.

**FAILURE TO COMPLY WITH THE ABOVE-MENTIONED PRE-QUALIFICATION INSTRUCTIONS WILL LEAD TO DISQUALIFICATION.**

## **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 ascertain 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 initialed.
- 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 result 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 sector for a period not exceeding ten years. The matter may be reported to the National Prosecuting Authority (NPA) for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## **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 enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds PPRA harmless from any and all such costs which PPRA may incur and for any damages or losses PPRA may suffer.

## **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.



## **TERMS OF REFERENCE**

**SUPPLY, INSTALLATION, MAINTENANCE AND SUPPORT OF A PROPERTY PRACTITIONER INFORMATION MANAGEMENT SYSTEM FOR FIVE (5) YEARS.**

## 1. INTRODUCTION AND BACKGROUND

In addition, the Authority is tasked with regulating the industry in the public interest. For this reason, the Authority interacts with the public daily. The Property Practitioners Act (PPA), on which the PPRA derives its core mandate and responsibilities, is a consumer-centric organisation whose primary aim is to protect consumers in the property industry as well as to instill transformation of the property practitioner-industry and to maintain professional standards in the property practitioners' sector. The PPRA regulates approximately 9000 firms of estate agents and over 40,000 estate agents. The categories of property practitioners under the PPA have been expanded to include 12 categories. This will increase the number of property practitioners to an estimated 100,000.

PPRA faces several technological challenges that inhibit performance in the regulation of property practitioners. This is largely due to:

- Manual processes resulting in the duplication of activities.
- Lack of systems or electronic digital capabilities resulting in paper-based recordings.
- Inadequate system integration results in the duplication of processes and silo information repositories.
- Data integrity was compromised due to manual processes and multiple information repositories deployed in the multiple silos prevalent within the organisation.
- Inadequate IT Infrastructure.
- Multiple sources of data.
- Limited access to information.
- Multiple hosting platforms.
- System restrictions on standard functionality.

Ultimately these challenges provide limitations in terms of performing PPRA's mandate, revenue optimisation and operational efficiencies.

Currently, the PPRA has the following core systems:

- SAP Business One version 10, which has been significantly customised.
- Web Applications (MyPPRA, MyAudit and MyCPD)- custom-developed portals hosted on different platforms to support PPRA in fulfilling its mandate.
- PaperTrail – document management system.
- Integrations - These platforms use web services for integration.

The current system implementation has been developed over several years and no longer meets PPRA's business needs. Therefore, the platform must be replaced to modernise PPRA's technology environment without destabilising operations and placing the core mandate at risk.

This Terms of Reference (ToR) aims to outline the requirements and objectives for developing an integrated system that encompasses registering, licensing, training, inspections, and compliance processes for property practitioners. The system aims to streamline and automate various administrative functions, ensuring efficient and transparent operations within the real estate industry.

## **2. OBJECTIVES**

The assignment's main objective is to design and develop a Property Practitioners Information Management System (PPIMS) that will incorporate registration, licensing, continuous professional development, claims management, audit management, education and training, inspections, transformation, customer relationship management, compliance and enforcement management and document routing on an intelligent automation platform.

### **2.1 Core Processes and Sub-Processes**

#### **2.1.1 Registration**

Issuing FFCs is one of the core functions of the PPRA and ensures that FFCs are issued in the correct manner within the given timeframe as per the PPA. The Licensing and Registration Department is responsible for the following three legislative core functions, namely:

- i Registration of all Property Practitioners (PP) in terms of Section 47 of the Property Practitioners Act no 22 of 2019 (PPA) by way of issuing a Fidelity Fund Certificate (FFC) and or a Registration Certificate (RC).
- ii Administer the renewal process for FFCs or RCs.
- iii Administer exemptions in terms of Section 4 of the PPA.

The list of all Property Practitioners as per the PPA:

1. Estate agents (currently registering)
2. Auctioneers
3. Bond and bridging finance originators
4. HOAs who perform property practitioner activities
5. Managing agents
6. Property facilitators and intermediaries
7. Business brokers, including sales of franchises and business undertakings
8. Developers who perform property practitioners' activities, including project managers, development managers, investment sales agents
9. Timeshare and fractional ownership practitioners
10. Property advertising platforms
11. Property practitioners specialise in collecting and distributing trust monies in Regulation (Payment processing agents)
12. Attorney employees (currently registering)
  - Property Practitioners Registrations (Different Categories) process management
  - Validation of Documents
  - Payment of fees
  - Registration Reporting
  - Automated de-registrations

## 2.2. FFC Licensing and Renewal

- Issuing of Property Practitioners Licenses (Fidelity Fund Certificates)
- FFC Renewal Application
- Raising of FFC Renewal invoice
- Reconciling incoming payment

- Processing bank statement transactions
- Issuance of FFCs to property practitioners who became compliant post the renewal period during the FFC renewal period.
- Consolidating an FFC
- Penalties in terms of Regulation 23 for non-compliance with Regulation 21.1
- Schedule of fees

## 2.3 Inspections

- Inspection Process Management
- Compliance issuance process
- Self-assessment Process Management
- Investigation process management
- Inspection Planned/Conducted
- Inspection Reports
- Contraventions noted
- Contraventions noted to Legal Department for Prosecution
- Request for Inspection from other departments or Stakeholders.

## 2.4 Claims against the Fidelity Fund

- Claims Case Process Management
- Claims Hearing Management
- Claims calculations.
- Claims reporting.
- Claims maintenance.
- Claims payment process integration with finance.

## 2.5 Continuous Professional Development

- CPD Process Management
- Events Management
- Content Management
- Points Management

- CPD e-learning Management
- Venue Management
- CPD Booking Management
- CPD Reporting
- Disqualification and reinstatement process management

## 2.6 Exemption Management (Section 4 of PPA)

- Registrations
- CPD
- Trust account exemption process management
- Section 27 disqualifications

## 2.7 Education and Training

- Education (Exemptions)
- Property Practitioners Qualification Management
- Internship Process Management
- Professional Designation Exam Process Management
- Professional Designation Logistics and Resources planning and administration Process Management
- Professional Designation Exam Estate Agent Booking, cancellation and postponement Process Management
- Professional Designation Exam internal cancellation and Postponement Management and integration with Finance
- Property Practitioners RPL Process Management
- Professional Designation Exam Venue Management
- Professional Designation Exam Results Process Management
- Professional Designation Exam Certification Process Management
- Awarding, endorsement, and revocation of Professional Designations on FFC
- Education and Training Reporting
- Disqualifications and reinstatement process management

## 2.8 Section 27 of PPA Applications

- Section 27 Application Process Management
- Section 27 Case Management
- Section 27 Reporting
- Section 27 and OQMS process integration

## 2.9 Audit Compliance

- Property Practitioners Audit Reports Submission Management
- Property Practitioners Late Audit Reports Fines Management
- Registered Auditors Master Data Management validation
- Audit Compliance Reporting
- Audit compliance process integration with the Finance Department
- Audit Compliance process integration with the Inspections Department
- Audit Compliance process integration with the Licensing Department
- Automated uploading of bank reports on interest earned on trust accounts.
- Trust account management process

## 2.10 Compliance and Enforcement

- Case management process management
- Complaint investigation process management
- The interface between complainants and PPRA
- Mediation management process
- Adjudication Hearing Management Process
- Lodging of Appeals
- Complaints and Disciplinaries reporting
- Disciplinaries maintenance
- Litigation & Recoveries

## 2.11 Document Routing

- Document Routing
- Document Approvals

- Submission Reviews
- Electronic signing of documents

### **3. SCOPE OF WORK**

PPRA currently has more than 12 core processes and sub-processes within the SAP Business One environment, which are utilised by a user base of 150 PPRA staff members with 9000 firms and over 40,000 property practitioners. The organisation's internal team provides basic first-level support for these processes, with the current contracted service provider offering limited second-level support. Unfortunately, with this approach, PPRA cannot efficiently and effectively manage its processes and deliver reliable services to its internal and external client base.

The service provider will be responsible for the supply, implementation, and maintenance life cycle of the PPIMS, including designing and re-engineering or optimising existing processes (including all documentation, user interfaces, integration and source code), cleansing and migrating historical data and content.

The ideal is to procure a scalable, intelligent automation platform that can easily integrate across several solutions. The final solution for the PPMIS technical needs will need to fit into the overall organisational IT architecture bearing in mind that certain aspects of this architecture are still in the process of being developed or implemented. Critical to the successful introduction of the new systems environment is maintaining system stability throughout the implementation and transition process and ensuring that the implementation builds on the strengths of the existing systems.

It is with the above context that PPRA seeks to appoint a service provider with a proven track record to provide the following services:

- 3.1.1 Supply, implement, support and maintain a secure online platform that automates all its core processes and sub-processes with the feature list and functionality stated throughout this bid document.
- 3.1.2 Supply, implement, support and maintain the development of a mobile application (IOS and Android) that automates all 12 core processes and their sub-processes, and is role-based and used by both external stakeholders and PPRA staff.

- 3.1.3 Review, re-engineer, and optimise processes. Continued optimisation and maintenance of these processes.
- 3.1.4 To provide business process analysis and development services during the execution of the projects.
- 3.1.5 To integrate using APIs (preferred method) / web service (including security) in the proposed Intelligent Automation platform for real-time integration to internal and external systems.
- 3.1.6 To introduce and maintain code versioning and revision control systems in the intelligent automation environment.
- 3.1.7 To document the organisation's processes in line with the Business Process Management Notation (BPMN) standards.
- 3.1.8 All documentation provided to the property practitioners must be electronically signed using eSignatures. Hence, the service provider must supply, implement, integrate, support and maintain electronic signatures for PPRA staff (35 users) and related security components in the intelligent automation environment.
- 3.1.9 To automate the extraction and validation of information from submitted documents and enable automated document classification, indexing, storage and routing based on predefined rules and criteria (Intelligent document processing or automation).
- 3.1.10 To automate the generation of FFCs, that must include an electronic signature and a unique QR code.
- 3.1.11 To validate the FFC by scanning the QR code embedded in the FFC.
- 3.1.12 To pay all fees due to the PPRA via the Payment Gateway when using the secure online portal and mobile application.
- 3.1.13 All PPRA staff must authenticate to the system using Azure Active Directory.
- 3.1.14 To automate the notification on the progress of events to the property practitioners using SMS, email and messaging on their portal profile.
- 3.1.15 Supply, integrate, maintain and support the SMS gateway.
- 3.1.16 Supply, Implement, and integrate a Chatbot supporting the 5 core processes [CRM (online query management system), Registration, licensing, Education, and training)].
- 3.1.17 To setup, configure, customise and integrate to SharePoint for content services and align with PPRA's content framework, in accordance with the organisation's information management policy and file plan.

- 3.1.18 To provide 1st, 2nd, 3rd ,4th level support to the PPRA.
- 3.1.19 To serve as the intermediary between PPRA and the OEM / Open-Source enterprise software provider for license subscription/maintenance purposes, to ensure compliance with licensing usage agreements.
- 3.1.20 To provide and implement a comprehensive change management strategy and implement the new system's deployment strategy.
- 3.1.21 To provide comprehensive system reporting.

#### **4. DELIVERABLES**

The deliverables pursuant to the Scope of Work set out in this Bid Specification document include, in the main, but are not limited to:

- 4.1.1 The supply, implementation, maintenance and support of a secure cloud-hosted, automated PPMIS and supporting mobile application (Android and IOS) for Production, Test and Development environments automating the following process with functions described throughout this bid document but not limited to this bid document.
  - a. FFC Licencing and Renewal, Exemptions, Section 27
  - b. Continuous Professional Development
  - c. Education and Training
  - d. Inspections
  - e. Compliance and Enforcement
  - f. Customer Relationship Management
  - g. Finance
  - h. Auditing Management
  - i. Transformation
  - j. Claims against the Fidelity Fund
  - k. Reporting
  - l. Document Routing
  - m. as well as any additional processes and functions as stated throughout this bid document.

- 4.1.2 Interfacing/integrating with the requisite systems and tools with SAP, ChatBot, eDNA Payment Gateway, Power BI, SharePoint Online, SMS Gateway, IRBA Register of Auditors, Justice System (SAPS), Home Affairs, CIPC, Services SETA, SAQA (upload designation), Services – SETA (Learner Information management System) and the SA Youth Recruitment Website.
- 4.1.3 Testing of the system, which includes Unit and End-User Testing.
- 4.1.4 Development of Business Requirements, User Requirements, Functional and all required technical specifications (e.g. integration specifications, etc.) and “As Built” dossiers.
- 4.1.5 Cleansing and Migration of the data from the current systems.
- 4.1.6 Training of the End Users and the Technical ICT Teams, including any training material.
- 4.1.7 Instructional training videos for each core process.
- 4.1.8 Project Management dossiers for effective best practice governance.
- 4.1.9 Detailed transition plan from the current system to the newly implemented solution.
- 4.1.10 Develop and implement a comprehensive change management strategy for adopting the new PPIMS and processes emanating from the new PPMIS system.
- 4.1.11 Review, re-engineer, optimise and map business processes. Ensure all processes are in compliance with the Property Practitioner Act (PPA) and supporting regulations. This must include other applicable legislation and policy frameworks.
- 4.1.12 Compile Standard Operating Procedures for all core processes.
- 4.1.13 Supply, maintain and support an SMS and- gateway.
- 4.1.14 Service Level Agreement - Concluding of a Service Level Agreement valid for the period of the contract term, including training and 24/7/365 system maintenance and support. Response time, priorities, and call resolution time (MTTR) are defined in the agreement.
- 4.1.15 Identify use cases for the use of Robotics Process Automation.
- 4.1.16 To provide comprehensive reporting.
- 4.1.17 The table below details the minimum requirements for the system required.

| No          | Criteria   |
|-------------|--|
| <b>RL1</b>  | Registration of multiple categories of Property Practitioners with unique sequential system-generated reference numbers on a secure online portal with business rules.   |
| <b>RL2</b>  | The system must auto-validate and approve or reject the Firm name and ensure that there is no confusingly similar name based on S50(c), which is similar to the trade name of another Property Practitioner already issued with a Fidelity Fund certificate. |
| <b>RL3</b>  | Upload of documents  |
| <b>RL4</b>  | To automate the generation of FFCs that must include an electronic signature and a unique QR code.   |
| <b>RL5</b>  | To pay all fees, penalties, fines etc. Due to the PPRA via the Payment Gateway when using the secure Online portal and mobile application.   |
| <b>RL6</b>  | To automate the notification on the progress of events to the property practitioners using SMS, email, and messaging on their portal profiles.   |
| <b>RL7</b>  | Adding a Branch to a Firm.   |
| <b>RL8</b>  | Registration of different categories of employee/employees to more than one Firm and or more than one industry with different business rules.  |
| <b>RL09</b> | Automated allocation of prefixes for different categories of property practitioners (Natural Person and Juridic Person).   |
| <b>RL10</b> | De-registration of different categories of Property Practitioners, firms, and employees with business rules.   |
| <b>RL11</b> | Removal of different categories of Property Practitioners and employees.   |
| <b>RL12</b> | Track the progress of each registration process step and automated notifications to the property practitioner using  |

| No   | Criteria   |
|------|--|
|      | SMSs, email and messaging to the registered property practitioner profile with business rules.   |
| RL13 | The system must log different categories of queries with unique sequential reference numbers.  |
| RL14 | Automated management and allocation of queries to Registration Officers.   |
| RL15 | Access rights management to all categories of Property Practitioners' profile details.   |
| RL16 | The Property Practitioner's profile must capture employment, FFC, fines, penalties, and transactional history.   |
| RL17 | Application for different categories of exemptions.  |
| RL18 | Escalation of registration applications with business rules.   |
| RL19 | Automated validation of requirements for registration, and licensing application process.  |
| RL20 | Automated issuance of FFC following automated validation of registration requirements.   |
| RL21 | Automated calculation of fees.   |
| RL22 | Automated validation of received documents.  |
| RL23 | Validation of captured information such as ID number.  |
| RL24 | The system will systematically be using the applicants reference numbering to allocate the registered profiles to the dedicated person to review the accuracy of the information that has been captured on the system. |
| RL25 | Automated reconciliation of payments.  |
| RL26 | Automate surveys on the registration and licensing.  |
| No   | Criteria   |
| AM1  | Uploading and integration with the Auditors Portal of the database of registered auditors.   |
| AM2  | Registration and logging in by auditors.   |
| AM3  | Customisable form for Audit Report submission.   |

| No          | Criteria   |
|-------------|--|
| <b>AM4</b>  | Automated preliminary verification of submitted audit reports based on a set of business rules, with automated letters sent to property practitioners and automated notifications sent to internal staff.  |
| <b>AM5</b>  | Verification and validation of trust accounts added by auditors  |
| <b>AM6</b>  | Automated notification of staff and practitioners when audit reports are submitted.  |
| <b>AM7</b>  | Reporting/Escalation of unclaimed trust monies as declared in submitted audit reports to the Finance Department for invoicing.   |
| <b>AM8</b>  | Flagging of and reporting on audit reports submitted after prescribed timeframes   |
| <b>AM9</b>  | Audit reports submitted after the 6 months but before the 9 months of the property practitioners' financial year end to enable auto-generation of fines/penalties for late submission.   |
| <b>AM10</b> | Reporting/Escalation to Inspections Department of audit reports not submitted within 9 months of the property practitioners' financial year-end for investigation and automated issuance of Compliance Notices.  |
| <b>AM11</b> | Reporting/Escalation to the Inspections Department of minor contraventions in submitted audit reports for investigation and automated issuance of Compliance Notices.  |
| <b>AM12</b> | Automated uploading of the interest earned on trust accounts to various business property practitioners' profiles based on submitted reports from banks.<br>Automated exception report generated when interest earned on IT3B does not accord with the gross interest on the audit report. |

| No          | Criteria   |
|-------------|--|
| <b>AM13</b> | Automated updating of the trust bank accounts to various business property practitioners' profiles based on submitted reports from banks.  |
| <b>AM14</b> | Automated adding of new trust accounts to specific business property practitioner profiles based on details captured on the submitted audit reports.                               |
| <b>AM15</b> | Automated updating of closed trust accounts to a specific business property practitioner profiles based on details captured on the submitted audit reports                         |
| <b>AM16</b> | Submission of trust account exemption applications by principals of property practitioners.  |
| <b>AM17</b> | Updating of trust account exemption application submitted on the Portal to the system.   |
| <b>AM18</b> | Viewing by principals of submitted trust account exemption application and the status thereof.   |
| <b>AM19</b> | Approval by the internal staff of submitted trust account exemption applications based on a set of business rules, with automated approval letters sent to property practitioners. |
| <b>AM20</b> | Saving submitted audit reports on SharePoint accessible by internal staff.   |
| <b>AM21</b> | Automate surveys on the Audit Management.  |

| No            | Criteria   |
|---------------|--|
| <b>CAFF1</b>  | Automate the generation of a letter of instruction to complete a claim form.   |
| <b>CAFF2</b>  | Claims should have unique case numbers auto-generated and sequential according to business rules.  |
| <b>CAFF3</b>  | Automated indexing of claims on SharePoint   |
| <b>CAFF3</b>  | An automatic reply notification from the claims department should (via email, SMS, messaging to portal) go to the complainant's address confirming receipt, giving a claims case number. This should also contain the basic requirements of the Act for a valid claim to be evaluated. |
| <b>CAFF4</b>  | Reject any claims and notify the claimant where certain fields in the claim form have not been properly completed. Claimants should not be able to submit a claim until the correct fields have been populated.  |
| <b>CAFF5</b>  | An automated letter sent to the respondent agent with a copy of the claim, as required by the Act, giving him 14 days to respond.  |
| <b>CAFF6</b>  | Automated routing of claim to the claimant for final comment.  |
| <b>CAFF7</b>  | Automated assignment and notification of claims officers for claims and notices for claim meeting  |
| <b>CAFF8</b>  | Approval and Rejection of Claims.  |
| <b>CAFF9</b>  | Uploading documents and maintaining claim record history.  |
| <b>CAFF10</b> | Tracking of claims and User actions.   |
| <b>CAFF11</b> | Automated closure of files after payment and sending of files to the recoveries department, with details of the case number, amount, and date.   |
| <b>CAFF12</b> | Automated submission of payment requests to Finance after approval of claims.  |

| No            | Criteria   |
|---------------|--|
| <b>CAFF13</b> | Override closure of files.   |
| <b>CAFF14</b> | Re-open closed files when time periods have been exceeded as the act allows for further action.        |
| <b>CAFF15</b> | Automatic blocking of the respondent and firm so that no FFC can be issued after payment of the claim. |
| <b>CAFF16</b> | Allow acknowledgement of Debt.   |
| <b>CAFF17</b> | Automated notification and alerts to internal staff based on legislative deadlines.                    |

| No         | Criteria   |
|------------|--|
| <b>IM1</b> | Automated inspection report to be completed by inspector following an inspection.  |
| <b>IM2</b> | Populate/build in (Automated) inspection reports, Inspection notices and Compliance notices into the system. (Distinguishable or differentiated) Include inspections where search warrants obtained.     |
| <b>IM3</b> | Opening Case File (Case Management)  |
| <b>IM4</b> | Automated: Referral to adjudication where noncompliance with a compliance notice and make provision for attachments to be included for onward referral to the investigation and adjudication department. |
| <b>IM5</b> | Automated Contraventions generated after inspection with business rules.   |
| <b>IM6</b> | Multiple types of inspections (joint FIC and PPRA)   |
| <b>IM7</b> | Automated identification of property practitioners working from home and business premises, respectively (this will be triggered by capturing registration information as well).                         |
| <b>IM8</b> | Automate compliance notice to be issued with an invoice and statement linked to the system and interface with SharePoint   |

| No          | Criteria  |
|-------------|---|
| <b>IM9</b>  | Build in / Populate minor and major contraventions as contained in Regulation 38.   |
| <b>IM10</b> | Automated allocation of fines.  |
| <b>IM11</b> | Tracking of compliance notices and time frames to be able to escalate the notices (system alerts).  |
| <b>IM12</b> | An audit trail of activities on compliance notice should be made available (managers should be able to see work done on each compliance notice).  |
| <b>IM13</b> | Populate / build in Acknowledgement of Debt (AOD) proforma and compliance notice proforma.  |
| <b>IM14</b> | Automated routing of non-compliant compliance notices to the Enforcement department.  |
| <b>IM15</b> | Automated standard letter of cancellation of Compliance Notice where credit note has been passed by finance and compliance notice withdrawn.  |
| <b>IM16</b> | Self-assessment using a questionnaire in line with PPRA to address risk in the non-compliance( NB. this will assist in conducting compliance risk assessment).  |
| <b>IM17</b> | Automated investigation report linked to the issuance of compliance notices.  |
| <b>IM18</b> | Automated Inspection notice, which can be linked to inspections report and compliance notice with all required information.   |
| <b>IM19</b> | <p>The inspections department receives two lists from the audit compliance department.</p> <ol style="list-style-type: none"> <li>1. For minor contraventions identified by the PP Auditor.</li> <li>2. Another list of PP firms that had failed to submit audit reports (non-submissions audit reports). On the lists from Audit Compliance, the system must have a reporting capability of extracting the 2 lists monthly.</li> </ol> |

| No          | Criteria  |
|-------------|---|
| <b>IM20</b> | <p>Frequency of inspection and selection criteria. Built-in selection criteria and identifying selected firms (inspected firms should be identified/noted to avoid selecting the same firm multiple times).</p> <ul style="list-style-type: none"> <li>•Where the search warrant was obtained be linked to the firm (Inspections under warrant)</li> <li>•Have a column for review and comments by the manager on the inspection report (quality assurance)</li> <li>•Query management TAB with relevant information.</li> <li>•Automated courtesy letter to be issued to the PP after inspection.</li> <li>•Enable report (Quarterly and annually) pulling as per requirements. And a register/Dashboard report requirement.</li> <li>•Section/categories of all annual inspections conducted and broken down to months.</li> <li>•Precedents of all inspection reports; and</li> <li>•Categorise all PPs per province and their geographic locations.</li> <li>•TAB for recovery of inspection costs and all requirements.</li> </ul> |

| No         | Criteria  |
|------------|---|
| <b>ET1</b> | Automated registration for PDE exams in accordance with eligibility criteria in terms of the regulations with business rules. |
| <b>ET2</b> | Specify qualification per sub-sector, per category level.   |
| <b>ET3</b> | Application for accreditation of Training providers per qualifications per subsector, per category level.                     |

| No          | Criteria  |
|-------------|---|
| <b>ET4</b>  | PDE process per subsector per category level  |
| <b>ET5</b>  | PDE registration (selection of the type of exam linked to level, selection of mode of exam (online, oral, venue-based)).                                  |
| <b>ET6</b>  | Automated confirmation of PDE attendance and non-attendance (notification generated and sent)   |
| <b>ET7</b>  | Automated PDE results confirmation and generation of outcome or results letter (notification generated and sent).   |
| <b>ET8</b>  | Automated postponement and approval of postponement of PDE (notification generated and sent).   |
| <b>ET9</b>  | Registration of different categories of exemption (R33) applications with business rules.   |
| <b>ET10</b> | Automated routing of exemption applications to the internal assessor or education officer with a unique sequential reference number and business rules.   |
| <b>ET11</b> | The automated letter generated as outcome of assessment and issued (notification generated and sent).   |
| <b>ET12</b> | Automated determination of exam dates with business rules.  |
| <b>ET13</b> | Automated application of exam fees.   |
| <b>ET14</b> | Automated listing and allocation of exam venues, and seats per venue with business rules.   |
| <b>ET15</b> | Rescheduling of Exams with business rules.  |
| <b>ET16</b> | Application to lodge an appeal on exam results with business rules.   |
| <b>ET17</b> | Automated routing to the Education Officer and Reviewer and automated letter generation with the outcome of the appeal (notification generated and sent). |

| No          | Criteria  |
|-------------|---|
| <b>ET18</b> | Automated generation of electronically signed PDE certificates with a QR code for validation and automated email to applicant (notification generated and sent).  |
| <b>ET19</b> | Creation of Digital Property Practitioners Log Book/practical training modules, portfolio of evidence/proof of completion of practical training modules and maintain history of professional development with business rules. |
| <b>ET20</b> | Automated assessment of logbook/practical training module or evidence.  |
| <b>ET21</b> | Automated generation of letters on the outcome of the assessment and generate letter of compliance (notification generated and sent).   |
| <b>ET22</b> | Automated update of status of internship (notification generated and sent).   |
| <b>ET23</b> | Automated upgrade of status of practitioner upon passing PDE (notification generated and sent).   |
| <b>ET25</b> | Automate surveys on service from Education and Training Department.   |
| <b>ET26</b> | Automate notification storage and archiving for all notification generated and sent.  |
| <b>ET27</b> | Automated disqualification of education non-compliant practitioners per non-compliance categories (notification generated and sent).  |
| <b>ET28</b> | Automated lifting of the disqualification of education non-compliant practitioners per non-compliance categories (notification generated and sent).   |

| No  | Criteria   |
|-----|--|
| T1  | Automate the recruitment process for Interns (Learners) with business rules with pre-selection criteria.                           |
| T2  | Application to register as a host employer (Registered Property Practitioner Firms).   |
| T3  | Automate the placement of interns with a host employer.  |
| T4  | Upload portfolio of evidence of training and for the logbook automated assessment.   |
| T5  | Automate the feedback of the assessment to the intern.   |
| T6  | Automate the administration of Stipends.   |
| T7  | Notification and Communication to interns via SMS.   |
| T8  | Automate the submission of workplace readiness document to host employers.   |
| T9  | Automate document routing to the Services SETA Learning Management Information System (SETA).                                      |
| T10 | Payment of all intern fees by the PPRA.  |
| T11 | Automate the application to register to be part of the Incubation for SMME programme and host One Learner Programme Learners.      |
| T12 | Automate the generation of invoices via the SAP Business One system or a new Practitioners Information Management System platform. |

| No | Criteria   |
|----|--|
| F1 | Automate the access for all categories of Property Practitioner's to their financial information to include all invoices, statements, proof of payment, credit notes, and fines that are available to download through the integration with SAP Business One and |

| No        | Criteria   |
|-----------|--|
|           | new Practitioners Information Management System platform.  |
| <b>F2</b> | Payments made via the payment gateway must be credited and updated balances displayed.           |
| <b>F3</b> | Automate the request for refunds. Payment of refunds using the payment gateway.                  |
| <b>F4</b> | Reconciliation of payments and invoices  |
| <b>F5</b> | Option to select invoices for payment and process payment via the payment gateway.               |
| <b>F6</b> | Integration into SAP Business One or a new Practitioners Information Management System platform. |

| No          | Criteria   |
|-------------|--|
| <b>CPD1</b> | Automated validation of principal and non-principal Property Practitioner.   |
| <b>CPD2</b> | Access to eLearning study material and eligibility for contact sessions following the validation of Payment                    |
| <b>CPD3</b> | Automated notification for CPD requirements.   |
| <b>CPD4</b> | Automated calendaring for CPD events.  |
| <b>CPD5</b> | Booking for CPD contact session (venue, program etc) (notification generated and sent).  |
| <b>CPD6</b> | Booking of Learning modules for contact sessions (notification generated and sent).  |
| <b>CPD7</b> | Automated validating of Personal Development Plan (notification generated and sent).   |
| <b>CPD8</b> | Creating eLearning categories and uploading of eLearning modules (notification generated and sent).                            |
| <b>CPD9</b> | Automated validation for completion and tracking of eLearning and contact session training. (Notification generated and sent). |

| No           | Criteria  |
|--------------|---|
| <b>CPD10</b> | Application for accreditation of Business property practitioners and independent training organisations.                                      |
| <b>CPD11</b> | Application for approval of CPD programs from accredited Business property practitioners and independent training organisations.              |
| <b>CPD12</b> | Autogenerated accreditation letter with a unique sequential reference number (automated sending of notification).                             |
| <b>CPD13</b> | Automated approval and notification of accreditation process. (notification sent).  |
| <b>CPD14</b> | Upload documentation to validate the completion of training with the accredited service provider.   |
| <b>CPD15</b> | Automate certificates with QR Code (notification generated and sent and certificate downloadable).  |
| <b>CPD16</b> | Automate surveys on the CPD.  |
| <b>CPD17</b> | Automate notification storage and archiving for all notification generated and sent.  |
| <b>CPD18</b> | Automated disqualification of CPD non-compliant practitioners per non-compliance categories (notification generated and sent).                |
| <b>CPD19</b> | Automated lifting of the disqualification of CPD non-compliant practitioners per non-compliance categories (notification generated and sent). |

| No         | Criteria   |
|------------|--|
| <b>CE1</b> | Allow for registration and completion of an online complaints form with drop-down options for the various industries on a Portal.  |
| <b>CE2</b> | The complaints form should allow for free texting to give the complainant the opportunity to provide the details of the complaint. |

| No         | Criteria  |
|------------|---|
| <b>CE3</b> | The complainant submits the form and receives a unique sequential reference number with a letter explaining the complaint processes and timelines.  |
| <b>CE4</b> | Complaint forms are allocated to a legal officer. This should be an automated process and allocations should be equally spread among legal officers.  |
| <b>CE5</b> | The system must allow for allocation when a legal officer is on leave or the manager decides to allocate to a specific legal officer due to the complexity of the matter in line with business rules.   |
| <b>CE6</b> | The legal officer receives the complaint form and determines whether it falls within our jurisdiction. This must be automated against predefined criteria.  |
| <b>CE7</b> | Closure of the matter where the complaint falls outside our jurisdiction. Automated generation of a letter to the complainant explaining the reason for the complaint being closed. Allow for uploading of letters by the Legal Officer.  |
| <b>CE8</b> | <p>If legal officer determines that a complaint falls within our jurisdiction, he/she does either of the following:</p> <ul style="list-style-type: none"> <li>➤ Request further information from the complainant. <ul style="list-style-type: none"> <li>○ The system should have a standardised letter which will be sent to the complainant to register as a user and requesting further information.</li> </ul> </li> </ul> <p>The system should allow the legal officer to insert free text onto the letter to specify the information required.</p> |
| <b>CE9</b> | If no further information is required from the complainant, then the legal officer sends the complaint to the respondent address provided by the complainant on the complaint form.   |

| No          | Criteria  |
|-------------|---|
|             | <p>➤ The respondent will then be allowed 21 days to respond.</p> <p>System should allow for alerts to be sent to the respondent and the legal officer where no response is received by a certain number of days or response still outstanding after 21 days.</p>  |
| <b>CE10</b> | After a response is received the legal officer must determine the next step. i.e., either mediation or adjudication in line with business rules.  |
| <b>CE11</b> | <p>If mediation – the parties are called to meet, and mediator tries to resolve the matter.</p> <p>➤ System in m should allow for record keeping of the mediation hearing and all documents used.</p>   |
| <b>CE12</b> | If mediation is successful – the matter is closed, a standard letter is sent to both parties closing the matter.  |
| <b>CE13</b> | <p>If adjudication is chosen – an adjudication hearing is held.</p> <p>➤ A charge letter is first sent to the respondent, and he is notified of his rights – the system should enable this.</p> <p>➤ The system should provide for storage and retrieval of records required i.e. complaint form, responses received, charge sheet and all communication received,</p> <p>➤ Storage of recording of hearing.</p> <p>➤ Storage of orders issued after adjudication.</p> <p>➤ An appeal hearing follows where the respondent seeks to appeal adjudication findings.</p> <p>The matter is closed if the Respondent does not appeal</p> |

| No          | Criteria   |
|-------------|--|
| <b>CE14</b> | Allow acknowledgement of Debt and escalation to Debt recoveries Department.  |
| <b>CE15</b> | <p>Appeal hearing held if Respondent appeals</p> <ul style="list-style-type: none"> <li>➤ System should provide for storage and retrieval of records required i.e. complaint form, responses &amp; all communication received.</li> <li>➤ Storage of recording of hearing.</li> <li>➤ Storage of orders issued after adjudication.</li> <li>➤ Appeal hearing follows where the respondent seeks to appeal adjudication findings. Storage of recordings.</li> </ul> |
| <b>CE16</b> | The matter is closed after the appeal hearing.   |
| <b>CE17</b> | Integration into SharePoint for storage and indexing of records.   |
| <b>CE18</b> | The complainant should be able to track the progress of the complaint process.   |
| <b>CE19</b> | Automated notification by email once a document is uploaded.   |

| No          | Criteria   |
|-------------|--|
| <b>CRM1</b> | Registration and logging of all queries to be directed on the portal by practitioners. System must prompt update of personal details like email and telephone of the property practitioner when they register and login into the portal. |
| <b>CRM2</b> | Logging of queries by practitioners must be routed to the correct department on the Portal.  |
| <b>CRM3</b> | The online query management must be able to provide live updates regarding the logged query to the property practitioner and the back office; this   |

| No          | Criteria  |
|-------------|---|
|             | allows transparency in our services so that we are measured correctly.  |
| <b>CRM4</b> | The system must not allow practitioners to duplicate queries relating to the same query. System must not create a reference number on an existing query. Practitioner should be referred to the pending query logged.   |
| <b>CRM5</b> | Unattended queries logged against user (back office/department) must provide reminders to ensure that queries are responded and resolved based on annual performance standards of the organization.   |
| <b>CRM6</b> | <b><u>REQUEST FOR ADDITIONAL INFORMATION</u></b><br>If no information is provided by the property practitioner upon request (relevant department) the system within 48 hours must automatically close the logged query/activity to avoid stale queries which affect turnaround times. |
| <b>CRM7</b> | The online query management system should have an online booking consultation option especially for property practitioners. This will allow Authority/Regulator to have access visibility across all provinces.   |
| <b>CRM8</b> | All logged queries by practitioners should be resolved within 30-day turnaround time.<br>System must provide accurate reports in respect of logged, pending, and resolved queries accurately daily, monthly quarterly and cumulative.   |
| <b>CRM9</b> | Unattended and Unresolved queries must provide an alert and escalation to the line manager of the department to ensure that the required monitoring   |

| No           | Criteria  |
|--------------|---|
|              | is done within the required timeframes of attending queries.  |
| <b>CRM10</b> | An automated age analysis report of queries logged, pending, and resolved must be provided with the query type per province.  |
| <b>CRM11</b> | The online query management system must provide access for practitioners to attach documents relating to the query logged.  |
| <b>CRM12</b> | Portal queries must be aligned and correctly configured to ensure correct flow of queries from the external user (practitioners) and internal users (internal staff). |
| <b>CRM13</b> | Automate surveys on the Customer Relations Management.  |
| <b>CRM14</b> | System must be able to generate bulk SMSs service for communication.  |

| No         | Criteria   |
|------------|--|
| <b>IT1</b> | The system shall limit access to authorised users by a login function.           |
| <b>IT2</b> | System will allow all users to identify themselves with a unique user ID.        |
| <b>IT3</b> | Ability to create groups and assign individuals to a group or groups.            |
| <b>IT4</b> | Duplication of Users ID shall be prevented.                                      |
| <b>IT5</b> | Prevent a user from being logged onto more than one terminal/workstation.        |
| <b>IT6</b> | The password shall have an automatic and procedural expiry period for all users. |

| No   | Criteria   |
|------|--|
| IT7  | Ability to disable users after specified periods of inactivity.  |
| IT8  | Provide for the ability to have additional security controls specific to remote access users.  |
| IT9  | The system will support the use of an external LDAP authentication source to ensure centralised enforcement and auditing of user accounts and passwords. |
| IT10 | The system will have the ability to grant access levels based on job function.   |
| IT11 | The system will support complex password rules based on password length, alphanumeric characters and use of special characters.                          |
| IT12 | The system will support password rules based on patterns within the password.  |
| IT13 | The system will support password rules based on password reuse.  |
| IT14 | The system will have the ability to encrypt passwords per encryption requirements.   |
| IT15 | The system will support user lockouts based a on number of failed login attempts within a specified time period.   |
| IT16 | The system will support a lockout policy that requires authorisation from a designated system administrator.   |
| IT17 | A repeated number of failed attempts shall be tracked and reported.  |
| IT18 | The system will support a password expiration policy that is configurable based on lower and upper limits of the password age.                           |
| IT19 | The system will support 2-factor authentication.   |

| No   | Criteria  |
|------|---|
| IT20 | The system will support removing the ability to access the system using clear-text protocols for administrative access.   |
| IT21 | The system will support industry-standard database security practices for database creation and development.  |
| IT22 | The system will consider services that are for "business partner" use vs those that are for "consumer or end-user" use.   |
| IT23 | The system will use authentication for all internet-accessible services regardless of data.   |
| IT24 | The system will support the use of encrypted transport, which can include but is not limited to SSH, HTTPS (with a valid CA signed certificate), LDAPS, FTPS/SFTP, Secure RDP and remote administration for all management interfaces used by administrators, such as console, web, or client-based admin interfaces. |
| IT25 | The system will support authentication and transport encryption to services that expose or update privacy data.   |
| IT26 | Provide an ability to monitor, track, and report system passwords.  |
| IT27 | Provide parameter violation alerts and the parties to be notified for each alert.   |
| IT28 | The system will support an audit trail of actions performed by all users including system administrators and/or administrator accounts.   |
| IT29 | System logs will include (at a minimum) basic data such as timestamp, identification, and activity. Identification includes the originating IP address and any user account identifiers.  |

| No   | Criteria  |
|------|---|
| IT30 | The system will need mechanisms which detect and record significant security events to be attack-resistant – especially to those trying to deactivate, modify, or delete the logging software or the logs themselves.   |
| IT31 | System and application logs will be maintained in a form that cannot be readily viewed by unauthorised persons.   |
| IT32 | The system will support firewall segmentation.  |
| IT33 | The system must support firewall segmentation where system interfaces or data transport will be exposed to public networks.   |
| IT34 | The system will support point-to-point firewall rules.  |
| IT35 | The system will support being placed behind a firewall.   |
| IT36 | The system will support additional segmentation using IPS/IDS, VLAN security, VPN's and other mitigation layers at the perimeter between the PPRA internal network and external networks or 3rd parties.                |
| IT37 | The system will support WPA2 or better security and encrypted transport, such as TLSv1.2 or greater, for any wireless components or access.   |
| IT38 | The system must comply with industry standards for all operating systems, database servers, web servers, and other application server frameworks.   |
| IT39 | The system will support automatic updates of signatures and regularly scheduled critical security patch updates for anti-virus and patch management clients installed where available and applicable for that platform. |

| No   | Criteria   |
|------|--|
| IT40 | The system should have functionality that will provide the ability to conduct internal reviews to verify compliance with security policies, including application-level scans and walkthroughs in addition to network reviews. |
| IT41 | Security for the ability to be notified and approve workflow via a mobile device.  |
| IT42 | Ability to support systems that require data integrity controls such as locking out and checking out documents.  |
| IT43 | Provide data filters where applicable to check entries against expected ranges / inputs.   |
| IT44 | Ability to export data in multiple formats such as Excel. Pdf or CSV.  |
| IT45 | Provide data archiving capabilities according to PPRA retention and archiving rules.   |
| IT46 | Where applicable, provide drop-down box selections for data entry.   |
| IT47 | There must be a clear statement in the contract for cloud services that all data is owned by the PPRA.   |
| IT48 | The ability for the system to attach documents to Transactions, e.g. invoices, statements, FFCs, etc.  |
| IT49 | Ability to alter the layout of screens without the need for extensive customisation.   |
| IT50 | Ability to alter toolbars in your Solution without the need for extensive customisation.   |
| IT51 | Ability to build and execute configurable IT workflows.  |
| IT52 | Operate using a single database avoiding data redundancy.  |

| No   | Criteria   |
|------|--|
| IT53 | Provide a common reporting platform/technology throughout the system.  |
| IT54 | Provide pre-built data conversion routines.  |
| IT55 | Provide pre-defined data architectures.  |
| IT56 | Provide pre-defined data warehouse schemas and extracts.   |
| IT57 | Provide pre-defined master/configuration data management schemas, templates, and tools.  |
| IT58 | Provide business continuity and disaster recovery capabilities for all instances of system implementation.   |
| IT59 | The system must have backup and recovery capability purposes for applications and satellite data transmission to the host system and interface systems.  |
| IT60 | The system must have error detection and correction techniques embedded in the software.   |
| IT61 | The system is accessible via a web browser for the end user devices such as cellular phones and tablets.   |
| IT62 | The system should have the ability to monitor PPRA staff user activity.  |
| IT63 | The intelligent automation (IA) platform must offer an application development using full-stack visual development tools and configured impact analysis capabilities and support a modular approach, allowing large and complicated projects to be produced and adjusted rapidly and with additional agility and low risk. |
| IT64 | The IA platform must support an omnichannel architecture to provide greater customer experiences and be able to create responsive,   |

| No          | Criteria  |
|-------------|---|
|             | <p>reactive web apps on the platform. The platform must have the capability to deploy mobile applications that connect with native device sensors and provide a greater user experience. The platform must have the capability to submit to app stores as native packages or distributed as Progressive Web Apps.</p>                   |
| <b>IT65</b> | <p>The platform must have a visual UI designer available on the platform to help you construct aesthetically pleasing web and mobile applications.</p> <p>The platform must be pre-loaded with screen templates and controls and do these allow for pixel-perfect customisation.</p>  |
| <b>IT66</b> | <p>The platform must provide automation for most integration scenarios, like consuming and exposing web services, integration with external databases, chatbots, voice assistants, IoT and custom third-party systems. All connectors are developed and maintained in a single location and be reused across multiple applications.</p> |
| <b>IT67</b> | <p>The platform must assist in the implementation of functionality that goes beyond the software's built-in capabilities and enable standard technologies be used to extend applications if necessary. The platform capabilities be accessed via system APIs from other systems.</p>  |
| <b>IT68</b> | <p>The platform must support the design, implementation, monitoring, and management of business processes and support and accelerate the delivery of Case Management systems.</p>   |
| <b>IT69</b> | <p>The platform must enforce best practices and standards throughout the development lifecycle</p>  |

| No          | Criteria   |
|-------------|--|
|             | to promote greater code quality during the design process. The platform must be capable of assisting the application quality assurance process using standard quality assurance practices.   |
| <b>IT70</b> | The platform me be capable of supporting the development of high-performance applications. The platform must support elasticity features to allow you to simply scale your infrastructure.   |
| <b>IT71</b> | The platform must be capable of generating robust solution architectures comprised of numerous self-contained functional modules that expose services to one another. The platform must be capable of constructing services in a decoupled design that adheres to microservices principles. The platform must be equipped with tools for conveniently exploring the available catalogue of services and controlling module dependencies. |
| <b>IT72</b> | The platform must provide a fully integrated auditing and security capability. The platform must provide an application monitoring function and allow for the collection of data for troubleshooting   |
| <b>IT73</b> | The platform must provide the capability to automatically stage applications between environments.   |
| <b>IT74</b> | To automate the extraction and validation of information from submitted documents and enable automated document classification, indexing, storage and routing based on predefined rules and criteria   |

| No   | Criteria   |
|------|--|
| IT75 | The system should support validation of the applicant's identity document using facial recognition                           |
| IT76 | Automatic reply to functionality must be enabled when the system is offline or not functional to avoid queries being logged. |

| No | Criteria   |
|----|--|
| R1 | The system should have the capability to generate a standard line of business reports as per functional requirements stated in the Specifications and Scope  |
| R2 | The system should be able to develop custom reports “to be” identified at implementation. These should, at a minimum, include the current reports used by the business.  |
| R3 | The system should have the ability to build ad hoc reports as required by end-users with limited or no intervention by the vendor technical team.  |
| R4 | The reports should be printable in electronic format and emailed.  |
| R5 | The system should have the functionality to generate periodic reports based on a frequency schedule automatically.   |
| R6 | <p>The system must generate reports on the registration process,</p> <ul style="list-style-type: none"> <li>• All applications received for FFC and or RC new registration re-registrations amendments of details.,</li> </ul> |

| No        | Criteria   |
|-----------|--|
|           | <ul style="list-style-type: none"> <li>• All successful applications,</li> <li>• All pending applications, and</li> <li>• All rejected applications.</li> <li>• Cancelled applications.</li> <li>• Withdrawn applications.</li> <li>• Exception reports should highlight any cases where the process took longer than 30 days or where exemptions were submitted.</li> <li>• Key Performance Indicators (KPI)</li> <li>• Number of property practitioners registered on the database of PPRA per annum.</li> <li>• The supporting reports should comprise of the following statistics. <ul style="list-style-type: none"> <li>▪ Details of all validated applications,</li> <li>▪ Categories of registered PPs,</li> <li>▪ Demographics such as race and gender,</li> <li>▪ Province locations,</li> <li>▪ Various industries of PP,</li> <li>▪ Including the FFC no.,</li> <li>▪ FFC request date,</li> <li>▪ FFC print date,</li> <li>▪ Number of days to process an FFC from the application dated, and</li> <li>▪ Percentage (%) of new registrations within (30) working days.</li> </ul> </li> </ul> |
| <b>R7</b> | The system should have customisable report templates for a "look-and-feel" required by the organisation.   |
| <b>R8</b> | <p><b>Audit Compliance Reporting</b></p> <p>The system must have the capability to produce the following reports:</p>  |

| No  | Criteria  |
|-----|---|
|     | <ul style="list-style-type: none"> <li>•Audit reports received per status.</li> <li>•Audit reports received after the prescribed timeframe.</li> <li>•Outstanding audit reports.</li> <li>•Minor contraventions reported in submitted audit reports.</li> <li>•Audit reports received from a specific auditor.</li> <li>•Trust account exemptions received per type.</li> <li>•Trust account exemptions granted per type.</li> <li>•Active trust accounts per type.</li> <li>•Inactive trust accounts per type.</li> </ul>  |
| R9  | <b>Claims against the Fidelity Fund</b> <ul style="list-style-type: none"> <li>• Progress Reports on claims per stage.</li> <li>• Statistical reporting and notification for compliance to legislative times.</li> </ul>  |
| R10 | <b>Inspection Reports</b> <ul style="list-style-type: none"> <li>• Number of PPA inspections.</li> <li>• Number of PPA investigations.</li> <li>• Number of contraventions per inspection.</li> <li>• Number of contraventions per investigation.</li> <li>• Number of Investigations per province.</li> <li>• Number of Inspections per province.</li> <li>• Number of compliance notices issued per inspection.</li> <li>• Number of compliance notices issued per investigation.</li> <li>• Number of remedial following an investigation/ inspections.</li> <li>• Number of cancellations of investigation/ inspections.</li> </ul> |
| R11 | <b>Education and Training</b>   |

| No | Criteria  |
|----|---|
|    | <ul style="list-style-type: none"> <li>• Automated Report of designation (property practitioners that have passed the PDE4 and PDE5) in Excel format.</li> <li>• Reports</li> <li>• Number of Registered Property Practitioners for the exam.</li> <li>• Number of Registered Property Practitioners for the exam per level for different sub-sectors.</li> <li>• Number of Registered Property Practitioners who passed/failed the exam.</li> <li>• Number of assessed logbooks (compliant and non-compliant).</li> <li>• Property Practitioners practicing level and status.</li> <li>• Number of allocated seat numbers and not allocated.</li> <li>• Number of Property Practitioners NQF 4, NQF 5, PDE 4, PDE 5 compliant and non-compliant.</li> <li>• Number of assessed appeals.</li> <li>• Exam statistics and analysis (performance and pass rate).</li> <li>• Statistics on demographics.</li> <li>• Number of assessed exemptions.</li> <li>• Number of non-compliant practitioners.</li> <li>• Number of absent candidates.</li> <li>• Number of exam postponements.</li> <li>• Number of resolved and non-resolved online queries.</li> <li>• Interns Retention Reporting: <ul style="list-style-type: none"> <li>• Number of interns registered for the exam.</li> <li>• Number of interns who passed/failed.</li> <li>• Interns' demographics.</li> </ul> </li> </ul> |

| No         | Criteria   |
|------------|--|
|            | <ul style="list-style-type: none"> <li>• Property Practitioners still practicing at the time of registration.</li> </ul>   |
| <b>R12</b> | <b>Compliance and Enforcement</b> <ul style="list-style-type: none"> <li>• System should generate reports, e.g:</li> <li>• Number of complaints received per province.</li> <li>• Number of complaints resolved through mediation.</li> <li>• Number of complaints resolved through adjudication.</li> <li>• Categories of complaints received.</li> <li>• Age analysis - How long did it take to resolve the complaint?</li> <li>• Number of complaints still unresolved.</li> <li>• Fines issued and amounts.</li> <li>• Types of orders issued and categories.</li> </ul> |
| <b>R14</b> | <b>CPD Reports</b> <ul style="list-style-type: none"> <li>• Number of Property Practitioners completed PDPs.</li> <li>• Reports on payments for eLearning and contact sessions.</li> <li>• Number of Property Practitioners completed contact sessions.</li> <li>• Number of Property Practitioners Completion of eLearning.</li> <li>• Reports on accreditation.</li> <li>• Reports compliance to CPD.</li> </ul>   |
| <b>R15</b> | <b>Finance Reports</b> <ul style="list-style-type: none"> <li>• Payment reconciliations</li> <li>• Outstanding payments</li> <li>• Refunds</li> <li>• Eligible property practitioners for FFC for each financial year</li> </ul>   |

| No | Criteria  |
|----|---|
|    | <ul style="list-style-type: none"> <li>• All agents invoiced for each financial year</li> <li>• Debtors database</li> <li>• Deregistered property practitioners or Entities - showing the deregistration date.</li> <li>• Property Practitioner's database</li> <li>• Revenue Completeness reports amongst others.</li> </ul> |

| No             | Criteria   |
|----------------|--|
| <b>IASM 1</b>  | Documented Manuals as per implementation for Users.  |
| <b>IASM 2</b>  | Documented Manuals as per implementation for Administrators.   |
| <b>IASM 3</b>  | All Manuals available electronically.  |
| <b>IASM 4</b>  | All Manuals available electronically for on-line self-paced learning.  |
| <b>IASM 5</b>  | Provision for Classroom training.  |
| <b>IASM 6</b>  | Provision for Train-The-Trainer Approach.  |
| <b>IASM 7</b>  | Provide Maintenance and Support agreement options for Cloud as well as SaaS implementation of the system.  |
| <b>IASM 8</b>  | Describe your standard support procedures (discuss on-site and/or remote options) for the following (include the method of contact):<br>24X7X365; Normal and Emergency |
| <b>IASM 9</b>  | Skills transfer by Service Provider to PPRA team for Maintenance and Support.  |
| <b>IASM 10</b> | The system must be installed on both the Production site as well as the Disaster Recovery (DR) site.   |
| <b>IASM 11</b> | The system shall be configurable to replicate all instances of the implementation between Production and DR sites.   |

|                |   |
|----------------|---|
| <b>IASM 12</b> | The system shall be configurable to be available in 'Hot Standby' mode.   |
| <b>IASM 13</b> | The system shall have full and incremental backup capability for all instances of the implementation.   |
| <b>IASM 14</b> | The system shall provide pre-defined data warehouse schemas and extracts  |
| <b>IASM 15</b> | The system shall provide pre-defined master/configuration data management schemas, templates, and tools.  |
| <b>IASM 16</b> | The system shall provide data archiving capabilities.   |
| <b>IASM 17</b> | System will support automatic updates of signatures and regularly scheduled critical security patch updates for anti-virus and patch management clients installed where available and applicable for that platform. |
| <b>IASM 18</b> | Must have documented, approved DR business continuity plan aligned to industry best practice  |

## 5. RESPONSIBILITIES OF PPRA

### 5.1 Project Steering Committee

The role of the Project Steering Committee includes inter-alia the following responsibilities:

- Take responsibility for the project's feasibility, business plan and achievement of outcomes.
- Ensure the project's scope aligns with the requirements of the stakeholders and represent stakeholder interests in project deliberations.
- Guidance on project business issues, especially issues that could compromise the project's success, should be provided to those directly involved in the project.

- Ensure effort and expenditure is appropriate to stakeholder expectations.
- Assist in the evaluation of project risks, and project risk management approaches.
- Keep the project scope under control as emergent issues force changes to be considered.
- Reconcile differences in opinion and approach and resolve disputes arising from them.
- Committed to showing up for meetings.

### **Project Sponsor**

The role of the Project Executive Sponsor includes inter-alia the following responsibilities:

- Reviewing and Confirming Contractual Terms and Conditions.
- Approving Project Budget.
- Taking responsibility for the project's feasibility, business plan and achievement of outcomes.
- Ensuring the project's scope aligns with the requirements of the stakeholders, and representing stakeholder interests in project deliberations.
- Providing those directly involved in the project with guidance on project business issues, especially issues which would compromise the success of the project.
- Undertaking and authorising decisions that impact Scope, Time and Costs.
- Resolving points of contention and project progress impediments.
- Signing-off milestones.

### **Project Owner**

The role of the Project Owner includes inter-alia the following responsibilities:

- Providing direction and business backing to the project.
- Ensuring that business benefits are delivered.
- Reporting to Exco & Finance as required.
- Escalating decisions that impact Scope, Time and Costs.

- Escalating points of contention and project progress impediments.
- Ensuring the provision of budgeted resources.
- Ensuring availability and commitment from all stakeholders.
- Ensuring the availability of resources.
- Signing off on key Project deliverables.
- Evaluating and approving, rejecting or escalating change control.
- Managing financial and administrative issues.
- Authorising payments to Service Providers.

### **Business Representatives**

The role of the Business Representatives includes inter-alia the following responsibilities:

- Performing the Activities emanating from the project scope.
- Attending and providing input to consultation sessions.
- Collating and providing required documentation and information to the project team.
- Reviewing and confirming project deliverable documentation.
- Performing ancillary tasks assigned to them as per Project Action Log in relation to project delivery.

### **Project Manager**

- The role of the Project Manager includes inter-alia the following responsibilities:
- Confirming project scope.
- Confirming the Project Plan and Schedule.
- Identifying and managing the project stakeholders.
- Securing stakeholder approval.
- Reviewing and reporting progress to the Project Owner.
- Managing the project schedule.
- Attending Project Team meetings as required.
- Identifying & resolving project risks/issues.

- Ensuring availability of personnel and day to day management of the Project Team.
- Assisting with the sign-off process for Project deliverables.
- Managing the Change Control process.
- Attending to financial and administrative issues.
- Facilitating various workshops.

## **5.2 RESPONSIBILITIES OF THE BIDDER**

### **Bidder Project Owner**

The role of the Project Director includes inter-alia the following responsibilities:

- Providing direction and business backing to the project.
- Ensuring that business benefits are delivered.
- Reporting to the PPRA Project Owner as required.
- Escalating decisions that impact Scope, Time and Costs.
- Escalating points of contention and project progress impediments.
- Ensuring availability and commitment from the Bidder.
- Ensuring the availability of Bidder resources.
- Co-Signing-off of key Project deliverables.
- Escalating change control to PPRA.
- Managing financial and administrative issues of the Bidder.
- Managing Invoicing to PPRA.

### **Bidder Project Manager**

- The role of the Project Manager includes inter-alia the following responsibilities:
- Confirming project scope.
- Developing the Project Plan and Schedule.
- Identifying and managing the project stakeholders.
- Securing stakeholder approval.
- Reviewing and reporting progress to the Project Owner.
- Managing the project schedule.

- Attending Project Team meetings as required.
- Identifying & resolving project risks/issues.
- Ensuring availability of personnel and day to day management of the Project Team.
- Assisting with the sign-off process for Project deliverables.
- Managing the Change Control process.
- Attending to financial and administrative issues.
- Facilitating various workshops.

### **Technical Consultants**

- The role of the Technical Consultants includes inter-alia the following responsibilities:
- Performing the Activities emanating from the project scope.
- Compiling the requisite implementation documentation.
- Providing End-User Training.
- Providing Skills Transfer where necessary to PPRA.
- Performing Maintenance and Support Services Tasks as per Service Level Agreements.

### **5.3 Project management deliverables:**

- Project Charter
- Stakeholder Management Strategy
- Statement of Work
- Change Management Plan
- Communications Management Plan
- Configuration Management Plan
- Cost Management Plan
- Human Resource Plan
- Process Improvement Plan
- Procurement Management Plan
- Project Management Plan

- Quality Management Plan
- Relationship Management Plan
- Requirements Management Plan
- Risk Management Plan
- Risk Register
- Schedule Management Plan
- Scope Management Plan
- Work Breakdown Structure
- Project Appointment Letter
- Training Plan (Change Management)
- Expense Report
- Project Status Report
- Root Cause Analysis
- Change Log
- Change Request
- Issue Log
- Issues Identification Tracking Document
- Quality Checklist Template
- Quality Metrics Template
- Post Project Review
- Project Acceptance
- Transition Out Plan
- Lessons Learned
- Assumption Log
- Agile Product Backlog
- Sprint Planning Meeting Agenda
- Detailed Security Architecture

#### 5.4 SLA Performance Matrix

| Priority Level    | Problem Description   | Initial Response SLA(*) | Target Resolution Time SLA | Commitment   |
|-------------------|---|-------------------------|----------------------------|--|
| <b>Priority 1</b> | <p>Priority Level 1 Means a very serious defect, problem and/or disturbance in the application, which is causing the application or a major feature/module therein to become unavailable, severely disturbed or frequently interrupted, or causing a severe performance degradation, service degradation or loss of capability in relation to such application or Information Technology.</p> <p>Priority Level 1 also includes an Emergency Level defect, problem and/or disturbance, which is causing the whole application to be down.</p> | 15 minutes              | 4 hours                    | <p>The problem will be worked on until fixed or a reasonable workaround is applied.</p> <p>Updates will be provided to PPRA every 4 hours.</p> |

| Priority Level | Problem Description  | Initial Response SLA(*) | Target Resolution Time SLA | Commitment   |
|----------------|--|-------------------------|----------------------------|--|
| Priority 2     | <p>Priority Level 2 Means a serious defect, problem and/or disturbance in the application, which is causing, or is likely to cause, the application or a major feature therein, to become disturbed or frequently interrupted or a moderate performance degradation, service degradation or loss of capability in relation to such application, or such major feature therein. Such serious defect could also result in operation and maintenance affecting faults that prohibits proper operation or maintenance or results in a lower level of application performance that may result in customer complaints.</p> | 15 minutes              | 8 hours                    | <p>The problem will be worked on until fixed or a reasonable workaround is applied.</p> <p>Updates will be provided to PPRA every 2 hours.</p> |

|                       |  |                                |  |   |
|-----------------------|--|--------------------------------|--|---|
| <b>Priority 3</b>     | Priority Level 3 Means a minor defect, problem and/or disturbance in the application, not affecting the performance, service or operation and maintenance of the application, but resulting in a deviation from the application specification, or minor documentation errors not affecting operation and maintenance of the application. It will also include the enquiries about system functionalities, features and explanation on how to perform various activities on the system. | 1 hour                         | 3 days   | The service provider will work with PPRA to mutually prioritize and schedule resolutions into regular release cycles. |
| <b>Priority Level</b> | <b>Problem Description</b>   | <b>Initial Response SLA(*)</b> | <b>Target Resolution Time SLA</b>  | <b>Commitment</b>   |
| <b>Priority 4</b>     | Priority Level 4 relates to all Service Requests   | 4 hours                        | Both parties to agree, in writing, within 3 business days, on a resolution time. | Updates must be provided to PPRA every 7 days.  |

## 5.5 MEETINGS AND/OR REPORTING

The following communication processes will be adopted.

| <b>Communication Type</b> | <b>Frequency/Procedure</b>  |
|---------------------------|---|
| Meetings.                 | <ul style="list-style-type: none"> <li>• Bi-Weekly Project team meeting / conference call.</li> <li>• Monthly Steering Committee meeting on request.</li> </ul> |
| Reports.                  | <ul style="list-style-type: none"> <li>• Monthly project status reports.</li> </ul>   |

|                 |   |
|-----------------|---|
| Correspondence. | <ul style="list-style-type: none"> <li>• All project correspondence between PPRA and Bidder must include in copy the Project Managers. This will ensure that the emails are tracked by the coordinator and actioned in the absence of key personnel.</li> <li>• All key items of communication should be backed up in writing and added to the Issue/Risk management Log where applicable.</li> </ul> |
|-----------------|---|

## 6. OWNERSHIP OF DATA

6.1 All PPRA data stored on service provider's hosting platform or other equipment is owned by the PPRA and must be provided to the PPRA and/or a designated future service provider upon request by the IT Manager. The PPRA reserves the right to determine the format in which the data is transferred.

6.2 All data provided to the service provider remains the property of the PPRA. All data generated during the performance of the contract are the property of PPRA. All PPRA owned data must be used only to administer the System. The data will not be utilized for any other purpose, commercial or otherwise unless specifically authorized by the PPRA.

## 7. SECURITY

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

7.1.1 To establish a secure environment for the processing of data.

7.1.2 To reduce information security risk.

7.1.3 To communicate the responsibilities for the protection of information.

7.2 All Contractor personnel is responsible for:

7.2.1 Being aware of their responsibilities for protecting IT assets of the PPRA.

7.2.2 Exercising due diligence in carrying out the PPRA's IT Security Policy.

- 7.2.3 Being accountable for their actions relating to their use of all PPRA IT Systems and Internet Access.
- 7.2.4 Using IT resources and Internet Access only for intended purposes as defined by policies, laws, and regulations of the PPRA.

## **8. ADMINISTRATIVE REQUIREMENT**

- 8.1 Bidders must ensure that they fully complete, and sign documents as indicated below, and the documents must be submitted as part of the bid document by the closing date and time:
  - 8.1.1 SBD 1: Invitation to Bid.
  - 8.1.2 SBD 4: Bidders disclosure.
  - 8.1.3 SBD 3: Pricing Schedule
  - 8.1.4 SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2022 Submit proof for the points claimed under specific goals.
- 8.2 The bidder must be registered on Central Supplier Database (CSD):  
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).
- 8.3 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.

## **9. EVALUATION CRITERIA**

- 9.1 The evaluation will be conducted by a bid evaluation committee that will be using either the 80/20 or 90/10 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system. The evaluation will be done in four stages. Stage 1 is the mandatory evaluation criteria. The service provider must comply with all the mandatory evaluation criteria to be allowed to move to the second stage of evaluation. Stage 2 is the functionality criteria as outlined in section 2.13 and the table below. The bidder must score a minimum of 75% overall to qualify for stage 3 which is the Demonstration stage. The bidder must score a minimum of 75% to qualify for stage 4 which will be an evaluation on Price and Specific Goals for the preference

point system as described above. All bidders who score less than 75% per section as listed in the table below on functionality will be eliminated and will be regarded as having submitted a non-responsive bid and will be disqualified.

| <b>Section No</b> | <b>Function</b>   |
|-------------------|---|
| 2.13.1            | <b>Fidelity Fund Certificates Renewal and Licensing</b> |
| 2.13.2            | <b>Audit Management</b>                                 |
| 2.13.3            | <b>Claims against the Fidelity Fund</b>                 |
| 2.13.4            | <b>Inspection Management</b>                            |
| 2.13.5            | <b>Education and Training</b>                           |
| 2.13.6            | <b>Transformation</b>                                   |
| 2.13.7            | <b>Finance</b>  |
| 2.13.8            | <b>Continuous Professional Development</b>              |
| 2.13.9            | <b>Compliance and Enforcement</b>                       |
| 2.13.10           | <b>Customer Relations Management</b>                    |
| 2.13.11           | <b>Security and ICT</b>                                 |
| 2.13.12           | <b>Reporting</b>  |

| <b>Phase 1:</b><br>Mandatory bid requirement  | <b>Phase 2:</b><br>Functionality   | <b>Phase 3:</b><br>Presentation  | <b>Phase 4:</b><br>Price and Specific goals                                   |
|---|--|--|---|
| <b>Mandatory required documents must be submitted with the bid document and only bidders that have submitted all the mandatory documents will be evaluated for mandatory requirements. Non submission of all mandatory documents may disqualify the bidder.</b> | <b>Bidders will be evaluation in terms of functionality as stated below.</b> | <b>Bidders will be required to demonstrate the system and will be evaluated based on demonstration</b> | <b>Bidders will be evaluated in terms of 80/20 preferential point system.</b> |

## 9.1 PHASE 1: MANDATORY BID REQUIREMENTS

Below are mandatory requirements which must be complied with and only bidders that have complied with mandatory requirements will be evaluated further. **Non-compliant with all mandatory requirements will result to the bidder being disqualified:**

| No        | Description of requirement   | Indicate<br>COMPLY/NOT<br>COMPLY | Comment or<br>reference to<br>proposal |
|-----------|--|----------------------------------|--|
| <b>M1</b> | <p>The solution must be cloud-based and must provide a web-enabled interface that is native to the solution with multiple portals that serve the purposes of all user groups, amongst which are system administrators, call center agents, web clients and business partners. All data environments are physically located in Data Center in South Africa.</p> <p>(Attach examples of application screens and interfaces for each user and channel type and certifications (PCI DSS, ISO/IEC 27001:2022 Standard) for the proposed Data Centre).</p> |                                  |  |
| <b>M2</b> | <p>The solution must be able to operate in a high latency network environment or low bandwidth environment.</p> <p>(Provide technical datasheet.)</p>  |                                  |  |
| <b>M3</b> | <p>The proposed solution must support user security authorisation through Active Directory and Azure AD to ensure</p>  |                                  |  |

| No        | Description of requirement  | Indicate<br>COMPLY/NOT<br>COMPLY | Comment or<br>reference to<br>proposal |
|-----------|---|----------------------------------|--|
|           | centralised enforcement and auditing of user accounts and passwords.<br>(Attach specification sheet as proof).  |                                  |  |
| <b>M4</b> | <p>The system must have a minimum up-time of 99.9% and be available 24x7x365. The system must be High Availability-Aware. High Availability should be described in detail.</p> <p>High-availability solution architecture must be submitted as evidence.</p> <p>The solution architecture must, as a minimum, address the following:</p> <ul style="list-style-type: none"> <li>• Real-time failover in terms of:</li> <li>• Infrastructure failure</li> <li>• Application failure</li> <li>• Database failure</li> </ul> |                                  |  |
| <b>M5</b> | <p>The system must be accessible via end-user mobile devices such as cellular phones and tablets.</p> <p>(Attach the system's architecture documentation to support compliance)</p>   |                                  |  |
| <b>M6</b> | <p>The system will support the use of encrypted transport which can include but not limited to: SSH, HTTPS (with a valid CA signed certificate), LDAPS, FTPS/SFTP, Secure RDP and remote administration for all management interfaces used by administrators, such as console, web or client-based admin interfaces.</p>  |                                  |  |

| No        | Description of requirement  | Indicate<br>COMPLY/NOT<br>COMPLY | Comment or<br>reference to<br>proposal |
|-----------|---|----------------------------------|--|
|           | (Attach the system's architecture documentation to support compliance)  |                                  |  |
| <b>M7</b> | <p>The database associated with the proposed solution must be fully accessible through an appropriate ODBC, or normally available database access tools to allow for simple integration with other third-party technologies.</p> <p>(Attach specification sheet with a clear indication of available integration components)</p>                          |                                  |  |
| <b>M8</b> | <p>Provide Support options that include:</p> <ul style="list-style-type: none"> <li>• Full support is provided by the service provider locally (in SA).</li> <li>• First-line, Second line and Third-Line support are provided by the Service Provider locally.</li> </ul> <p>(Provide a support structure depicting the above to support compliance)</p> |                                  |  |
| <b>M1</b> | <p>The solution must be POPIA compliant.</p> <p>(Attach undertaking from the service provider)</p>  |                                  |  |

### 9.3 PHASE 2: FUNCTIONALITY

The functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

NB: Bidders that fail to score minimum of **(75 POINTS)** on functionality will not be considered further for evaluation.

| EVALUATION CRITERIA.   | Points |
|--|--------|
| <p><b>*Approach and Technical Ability</b></p> <p>Demonstrate adequate understanding of the requirements. Terms of Reference/Scope of work. Provide a proposal setting out methodology, including how the service are to be provided to ensure that the deliverables and any requirements of the Terms of Reference are met. Clearly outline the following in your proposal:</p> <ul style="list-style-type: none"> <li>• Clear understanding of the scope of work</li> <li>• Project Governance Framework</li> <li>• Work plan /Project Plan</li> <li>• Responsibility Matrix</li> </ul> <p><b>Score</b></p> <p>0 points = No approach and technical ability covering the above Four (4) bullets were covered and the approach was submitted.</p> <p>5 points = inadequate approach and technical ability</p> <p>10 points = approach and technical ability cover the minimum two (2) requirements</p> <p>15 points = approach and technical ability cover the minimum requirements meeting the above three (3) requirements</p> <p>20 points = The approach and technical ability cover all four (4) requirements include the software and related hardware, quality control, training, development, etc.</p> | 20     |
| <p><b>*Proposed Solution</b></p> <p>Provide a comprehensive proposal demonstrating how the solution meets the functional requirements in paragraph 2.4 Deliverables.</p> <p>0 points = No understanding of the proposed solution</p> <p>10 points = Inadequate understanding of the deliverables</p> <p>20 points = Demonstrate a minimum understanding of the scope of work and the deliverables.</p> <p>30 points = Demonstrate full understanding of the scope of work and meet all the deliverables.</p> <p>40 points = Demonstrate full understanding of the scope of work, meet all the deliverables, and demonstrate innovation and value-added service.</p>  | 40     |
| <p><b>*Company Experience</b></p> <p>Proof and details of successfully executed and completed/under implementation projects of similar implementation within the last 5 years, and traceable reference letter details provided.</p> <p>Attach a signed copy of reference letters on the company Letterhead for completed similar projects from the clients with contactable references.</p> <p><b>Score:</b></p> <p>0=No Reference Letters</p> <p>5= 1 Reference Letters</p> <p>10 = 2 Reference Letters</p> <p>15 = 3 Reference Letters</p> <p>20 = 4 and above Reference Letters</p>   | 20     |

|  |            |
|--|------------|
| <p><b>*Proposed key personnel</b></p> <p>Project team experience and qualifications including their CVs who worked on similar projects. All resources must have a minimum of 5 years.</p> <p><b>Lead Project Manager:</b></p> <p>Minimum 5 years of Experience in an implementation environment</p> <p><b>Lead Solution Delivery Manager/Architect:</b></p> <p>Minimum 5 years of Experience in an implementation environment</p> <p><b>Lead Business Analyst:</b></p> <p>Minimum 5 years of Experience in an implementation environment</p> <p><b>Lead Change Manager:</b></p> <p>Minimum 5 years of Experience in an implementation environment</p> <p><b>Score:</b></p> <p>0=less than 5 years</p> <p>10=5 years</p> <p>15= 6-7 years</p> <p>20=8 and above years and above</p> | 20         |
| <b>Total Points</b>  | <b>100</b> |

### 9.3 PRESENTATION

Presentation will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below criteria and values.

NB: Bidders that fail to score minimum of **(75 POINTS)** on presentation will not be considered further for evaluation.

| <b>Functional Criteria: Section 2.14</b>  |  |   |  |
|---|--|---|--|
| <b>Feature List and Functionality: Demonstration (Max 2hrs per demonstration)</b> |  |   |  |
| <b>No</b>   | <b>Criteria</b>  | <b>Evaluation Criteria</b>                            |  |
|   |  | <b>Demonstrated = (5);</b><br>Not demonstrated = (0). |  |
| <b>D1</b>   | Registration of multiple categories of Property Practitioners with unique sequential system-generated reference numbers on a secure online portal with business rules. |   |  |
| <b>D2</b>   | Automated allocation of prefixes for different categories property practitioners (Natural Person and Juristic Person).   |   |  |
| <b>D3</b>   | Registration of different categories of employee/employees to more than one Firm and or more than one industry with different business rules                           |   |  |
| <b>D4</b>   | Upload of documents  |   |  |
| <b>D5</b>   | Payment of Registration fees   |   |  |
| <b>D6</b>   | Automated routing to the Registration officer for validation (Workflow)  |   |  |
| <b>D7</b>   | To automate the notification on the progress of events to the property practitioners using SMS, email and messaging on their portal profile.                           |   |  |
| <b>D8</b>   | Adding a Branch to a Firm (create different branches to a firm)  |   |  |

| <b>Functional Criteria: Section 2.14</b>  |   |   |  |
|---|---|---|--|
| <b>Feature List and Functionality: Demonstration (Max 2hrs per demonstration)</b> |   |   |  |
| <b>No</b>   | <b>Criteria</b>   | <b>Evaluation Criteria</b>                            |  |
|   |   | <b>Demonstrated = (5);</b><br>Not demonstrated = (0). |  |
| <b>D9</b>   | De-registration of different categories of Property Practitioners, firms and employees with business rules. |   |  |
| <b>D10</b>  | Access rights management to all categories of Property Practitioners' profile details                       |   |  |
| <b>D11</b>  | Property Practitioner's profile must reflect employment, FFC, fines, penalties, and transactional history.  |   |  |
| <b>D12</b>  | Escalation of registration applications to the registration supervisor or management with business rules    |   |  |
| <b>D13</b>  | To automate the generation of FFCs that must include an a unique QR code.                                   |   |  |
| <b>D14</b>  | Withdrawal of FCC (role-based)  |   |  |

The bidder must respond to the feature list in the above table by indicating the extent to which their product meets each of the requirements listed. The evaluation points will be allocated as follows. The bidder must meet a minimum threshold of 75% to participate in the next stage

| Points | Criteria         |
|--------|------------------|
| 0      | Not demonstrated |
| 5      | Demonstrated     |

#### 9.4 PHASE 4: PRICE AND PREFERENCE POINT SYSTEM

This stage of the evaluation is in line with the PPPFA, PPR 2022 and the PPRA SCM Policy prescribing the framework for the Preference Point System.

The Entity is using either the 80/20 or 90/10 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system for this tender. A maximum score of eighty (80)/(90) points will be allocated for Price quoted by the Bidder, and twenty (20)/(10) 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 | POINTS |
|--|--------|--------|
| Price  | 80     | 90     |
| Preference Point – Specific Goals            | 20     | 10     |
| Total points for Price and Preference Points | 100    | 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):

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)}
 \end{array}$$

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.

| <b>SPECIFIC GOALS</b>            | <b>PROOF OF EVIDENCE</b>       | <b>POINTS (20)</b> | <b>POINTS (10)</b> |
|----------------------------------|--------------------------------|--------------------|--------------------|
| Black People                     | Attach ID document             | 10                 | 5                  |
| Women                            | Attach ID document             | 4                  | 2                  |
| Youth                            | Attach ID document             | 2                  | 1                  |
| People with Disability           | Attach proof (Doctor's report) | 2                  | 1                  |
| People who are Military Veterans | Attach proof                   | 2                  | 1                  |

**10.ADDITIONAL REQUIRED INFORMATION (ONLY PROVIDED ON REQUEST)**

10.1 The bidder may be requested to furnish SCM practitioners or officers with information such as a 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.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

|                              |                                      |
|------------------------------|--------------------------------------|
| Name of bidder.....          | Bid number: <b>PPRA 06/2024</b>      |
| Closing Time: <b>12:00PM</b> | Closing Date: <b>01 OCTOBER 2024</b> |

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY (INCLUDING VAT) |
|----------|----------|-------------|---|
|----------|----------|-------------|---|

**SYSTEM IMPLEMENTATION COSTS**

| DESCRIPTION/PHASE   | COST     |
|---|----------|
| Professional Services (which include Implementation, Project and Change Management Strategy, and Implementation plan (Including Implementation for the duration of the contract).) as indicated throughout the bid document for the PPIMS | R        |
| Mobile App Develop as stated throughout the bid document  | R        |
| Interfaces/Integration (stated Features List and Functionality) including as indicated throughout the bid document  | R        |
| Data cleansing, Data Migration (including Plans, and migration schemas)   | R        |
| Training - Training Methodology and Approach<br>Training of Users and Super Users x (30 users)  | R        |
| <b>TOTAL</b>  | <b>R</b> |

**POST IMPLEMENTATION COSTS**

| Item  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|--------|--------|--------|--------|--------|
| All Applicable License<br>Subscription Costs for the duration of the contract (for 150 PPRA Users including Administrators).<br>External users Portal Access (100 000 external users) | R      | R      | R      | R      | R      |
| <b>TOTAL</b>  | R      | R      | R      | R      | R      |

**TOTAL BID SUM**

|                             |          |
|-----------------------------|----------|
| Year 1                      | R        |
| Year 2                      | R        |
| Year 3                      | R        |
| Year 4                      | R        |
| Year 5                      | R        |
| System Implementation Costs | R        |
| Sub Total                   | R        |
| VAT                         | R        |
| <b>TOTAL INCL</b>           | <b>R</b> |

Required by:

Property Practitioners Regulatory Authority

-At:

63 Wierda Rd East Sandton

Brand and model

.....

Country of origin

.....

-Does offer comply with specification?

\*YES/NO

If not to specification, indicate deviation(s)

.....

Period required for delivery

.....

\*Delivery: Firm/not firm

Delivery basis (all delivery costs must be included in the bid price)

.....

**Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

## 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 interest<sup>1</sup> 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

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/shaving 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<sup>2</sup> 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

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<sup>2</sup> 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 |

## 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) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 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  | 80/90      |
| SPECIFIC GOALS                                   | 20/10      |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

- 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) & \mathbf{or} & \mathbf{Ps} = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)
 \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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.)***

| <b>The specific goals allocated points in terms of this tender</b> | <b>Number of points allocated (80/20 system)<br/>(To be completed by the organ of state)</b> | <b>Number of points claimed (80/20 system)<br/>(To be completed by the tenderer)</b> | <b>Number of points allocated (90/10 system)<br/>(To be completed by the organ of state)</b> | <b>Number of points claimed (90/10 system)<br/>(To be completed by the tenderer)</b> |
|--|--|--|--|--|
| Black People (Attach ID Copy)                                      | 10   |  | 5  |  |
| Woman (attach ID copy)   | 4  |  | 2  |  |
| Youth (Attach ID copy)   | 2  |  | 1  |  |
| People with Disability (Attach proof)                              | 2  |  | 1  |  |
| People who are Military Veterans (Attach proof)                    | 2  |  | 1  |  |

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name \_\_\_\_\_ of  
company/firm.....

4.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number:  
.....

### 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who

acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

|                          |                                    |
|--------------------------|------------------------------------|
|                          | .....                              |
|                          | <b>SIGNATURE(S) OF TENDERER(S)</b> |
| <b>SURNAME AND NAME:</b> | .....                              |
| <b>DATE:</b>             | .....                              |
| <b>ADDRESS:</b>          | .....                              |
|                          | .....                              |
|                          | .....                              |
|                          | .....                              |
|                          | .....                              |

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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17. Prices
18. Contract amendments
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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29. Governing language
30. Applicable law
31. Notices
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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

## **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](http://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. 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.
- 7.2 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
- 7.3 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 contractd goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier o f 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.

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| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>  |
| <b>17. Prices</b>                               | <p>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.</p>   |
| <b>18. Contract amendments</b>                  | <p>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.</p>  |
| <b>19. Assignment</b>                           | <p>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.</p>  |
| <b>20. Subcontracts</b>                         | <p>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.</p>  |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> |

- 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 should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

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 the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

**25. Force  
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of  
liability**

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

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation(NIP Programme)**

- 33.1 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.