

TERMS OF REFERENCE

PREFERRED SUPPLIER LIST OF LAW FIRMS FOR A PERIOD OF 60 MONTHS

1. ADMISSION AND TENURE

TCTA will admit the highest point scoring bidders up to a maximum of seven (7) bidders per listed categories below, to establish a preferred supplier list of law firms which shall be engaged on an as and when required basis over a period of 60 months.

2. CATEGORIES

The preferred supplier list shall be subdivided into categories and areas of competency as detailed in the Bid Document.

3. APPOINTMENTS

- 3.1 Appointment will be on a request for quotations basis, as and when services are required.
- 3.2 The request for quotations will be evaluated in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA) based on Price and BBBEE.
- 3.3 On appointment, bidders are expected to provide the same resources they tendered their bid on the basis of and should for any reason whatsoever the bidder is unable to utilise/assign said resource bidder will be expected to provide a resource with similar or better competency with respect to expertise and experience for TCTA's approval.
- 3.4 Appointment to the preferred supplier list shall not guarantee issuing of instructions for the duration of the contract, the appointment is solely on an as and when basis.

4. PERFORMANCE MANAGEMENT

- 4.1 This preferred supplier list shall be subject to performance management in line with TCTA's

Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA, National Treasury or other organs of state.

- 4.2 The bidders admission to this preferred supplier list shall run concurrently with their signed legal agreement.

5. NON-EXCLUSIVITY

- 5.1. TCTA reserves the right to issue another bid and appoint a services provider that is not on the preferred supplier list for the same or similar scope of work in the event that the preferred supplier list is suspended, cancelled or unable to meet the operational needs of TCTA.
- 5.2. TCTA also reserves the right to extend the number of preferred supplier list members by issuing a separate bid for a supplementary preferred supplier list.

6. NO GUARANTEE

Appointment onto the TCTA preferred supplier list shall not entitle a bidder to automatic appointment, TCTA shall appoint preferred supplier list members for specific assignments as and when required based on a fair and equitable manner that takes into consideration, skills requirements and circulation of work .

7. PROBITY

An independent audit, aimed at minimizing the risk of possible fraud, corruption and/or litigation, will be undertaken on all bidding processes in line with the approved DOA to ensure its compliance with the prescribed norms and standards. It will be expected that a successful bidder shall give full corporation to TCTA's appointed auditors with limitation to the ambit of the audit.

8. TERMS OF REFERENCE REVIEW

These Terms of Reference shall be annually reviewed, or whenever changes are required to align with the business needs legislative or regulatory requirements. Revisions to these Terms of Reference shall be submitted for consideration and approved by the Senior Manager Procurement and the Chief Financial Officer.

9. CONTRACT MANAGEMENT

Upon award, TCTA will allocate a contract manager to assist with all queries related to this

preferred supplier list. All communication in respect to the preferred supplier list must be through the TCTA appointed contract manager.

10. TERMINATION OR SUSPENSION OF THE PREFERRED SUPPLIER LIST

10.1. TCTA reserves the right to terminate or suspend this preferred supplier list in the following circumstances:

10.1.1. Where less than 75% of the preferred supplier list remains active due to termination of their legal agreements with TCTA;

10.1.2. Where TCTA's operational needs and circumstances change in such a way that negates the current scope of work;

10.1.3. Where there is pending litigation on the preferred supplier list and subject to any court order/interdict on the termination or suspension of the preferred supplier list;

10.1.4. Where the scope of work, duration and/or value of the preferred supplier list and/or individual contracts is varied more than 3 (three) times, the preferred supplier list may be terminated on the fourth request for variation. These variations do not include those for contract price adjustment. Contract price adjustments are limited by these Terms of Reference.

10.2. In the event of a termination or suspension, TCTA shall notify the preferred supplier list members in writing, no less than 14 (fourteen) working days of the termination of the preferred supplier list.