



REQUEST FOR PROPOSAL TO SERVE AS A DISCIPLINARY TRIBUNAL MEMBER

REFERENCE: PROPOSAL TO SERVE AS A DISCIPLINARY TRIBUNAL MEMBER

The South African Council for the Architectural Profession (SACAP) is conducting a selection process for the appointment of suitably qualified and experienced Registered Persons (registered in terms of section 18 of the Architectural Profession Act, 44 of 2000), and Legal Practitioners (admitted in terms of section 24 of the Legal Practice Act, 28 of 2014), to be appointed as panel members of the disciplinary tribunal. A disciplinary tribunal is appointed in terms of section 30(2) of the Architectural Profession Act, No 44 of 2000. SACAP aims to meet and exceed stakeholder requirements by ensuring that the following values are observed:

- Responsibility: Being accountable for our decisions and actions;
- Excellence: Promoting High Standards;
- Integrity: Ethical behaviour, honesty and trustworthiness;
- Respect: Ethos of dignity, tolerance and consideration;
- Transparency: Appropriate disclosure of information and open debate.

It is therefore required of our external service providers to observe, embrace and uphold SACAP's value system.



Table of Contents

1. SCOPE OF TERMS OF REFERENCE.....4

2. BACKGROUND..... 4

3. OBJECTIVES OF THE DISCIPLINARY TRIBUNAL.....4

4. PURPOSE OF THE BID.....4

5. TERMS AND CONDITIONS OF CONTRACT4

6. SCOPE OF WORK AND DELIVERABLES6

7. COMPETENCY AND MANDATORY REQUIREMENTS7

8. EVALUATION AND SELECTION CRITERIA.....7

9. ADMINISTRATIVE CRITERIA PHASE 1.....8

10. TECHNICAL EVALUATION POINT ALLOCATION – PHASE 2.....9

11. PRICING – PHASE 3.....12

12. LIABILITY12

13. PROSPECTIVE SERVICE PROVIDER’S OWN TERMS AND CONDITIONS OR BID QUALIFICATION.13

14. PREPARATION COSTS 13

15. INDEMNITY13

16. PRECEDENCE13

17. LIMITATION OF LIABILITY13

18. ELIGIBILITY TO BID.....13

19. GOVERNING LAW.....14

20. RESPONSIBILITY FOR BIDDER’S PERSONNEL14

21. CONFIDENTIALITY14

22. INTELLECTUAL PROPERTY14

23. DECLARATION OF INFORMATION15

24. TERMS AND CONDITIONS OF THE APPLICATION.....15

25. RETENTION OF APPLICATION.....16



26. CANCELLATION AND REINVITATION OF BIDS.....16

27. COMMUNICATION.....16



1. SCOPE OF TERMS OF REFERENCE

The terms of reference are intended to provide a scope of work and deliverables for the disciplinary tribunal for a period of forty-eight (48) months (four years) in line with the term of Council, commencing in (TBA).

2. BACKGROUND

SACAP is a statutory body, established in terms of the Architectural Profession Act No.44 of 2000 (the Act), which is committed to serving and protecting the public and providing guidance to registered persons in the profession. SACAP derives its mandate from the Act and it regulates the architectural profession in the Republic of South Africa in aspects pertaining to professional conduct and ethical behaviour, ensuring continuing professional development, and fostering compliance with architectural standards.

3. OBJECTIVES OF A DISCIPLINARY TRIBUNAL

The objective of the disciplinary tribunal is to preside over cases/charges of improper conduct instituted by SACAP against Registered Persons, in a lawful, reasonable and procedurally fair manner;

4. PURPOSE OF THE BID

Section 30 of the Act mandates Council to appoint a disciplinary tribunal to hear cases of improper conduct against Registered Persons. Thus, SACAP would like to invite suitable, qualified, experienced and competent Registered Persons and Legal Practitioners (service providers), to send proposals to be considered for inclusion on its panel of a disciplinary tribunal. The panel will be required to provide services to SACAP on an ad hoc basis. To be considered for the next steps after the Request for Proposal (“RFP”), prospective service providers must submit a complete response that substantially satisfies all requirements as stated in this RFP.

5. TERMS AND CONDITIONS OF CONTRACT

5.1. This RFP, as compiled by SACAP is being made available, on the same basis to all prospective service providers. A prospective service provider submitting a response thereto will be deemed to do so on the basis that they, with the necessary adaptations, acknowledge and accept the terms and conditions set out hereunder:

5.1.1. Service provider performance management is viewed by SACAP as a critical component in ensuring value for money acquisition and good supplier relations between SACAP and all its service providers. As a result, the successful prospective service providers should take note that as and when they are allocated the necessary work by SACAP, they will be required to conclude a Service Level Agreement (SLA) which will detail the scope of work and related obligations, duties and rights of the panellist. The SLA will serve as a tool to measure, monitor, and assess the panellists’ performance and ensures effective delivery of service, quality and value-add to SACAP;



- 5.1.2. Successful service providers will be required to sign confidentiality and/or indemnity agreements with SACAP;
- 5.1.3. The prospective service provider undertakes not to, at any time during the term of its appointment and after any termination or cancellation thereof, directly or indirectly disclose, or directly or indirectly use, whether for its own benefit or that of any other person any confidential information of SACAP including that of or any information relating to its clients, customers, suppliers, donors, sponsors or agents;
- 5.1.4. A due diligence review may be conducted at the sole discretion of SACAP at any time prior to the awarding of the contract which may include but is not limited to conducting site visits at prospective service providers' corporate offices;
- 5.1.5. Only service providers registered in accordance with the provisions of the Legal Practice Act 28 of 2014 and the Architectural Profession Act 44 of 2000 will be considered for this tender;
- 5.1.6. SACAP does not guarantee that prospective service providers will receive instructions/work in the event that they are appointed onto the SACAP panel of service providers;
- 5.1.7. All instructions to selected service providers shall be given, in writing, by the Registrar of SACAP, being a duly authorised representative of SACAP or his delegated representative;
- 5.1.8. Written feedback must be given to SACAP's Registrar or his delegated representative on all matters, received from SACAP to the service provider, at no additional costs to SACAP;
- 5.1.9. Payment of fees by SACAP to the service providers will be effected within 30 (thirty) days from date of receipt of an accurate and acceptable invoice;
- 5.1.10. In the event that any conflict of interest is discovered during a particular assignment, SACAP reserves the right to summarily cancel the service level agreement and demand that all information, documents and property of SACAP be returned forthwith;
- 5.1.11. Where the panel falls short of other fundamental aspects, SACAP reserves the right to appoint service providers outside of the appointed panel;
- 5.1.12. After completion of the assignments, service providers must immediately hand over to SACAP all documents and information in any format, including copies thereof, that it received from SACAP or that it had access to during the assignment;
- 5.1.13. Acting in bad faith will lead SACAP to either terminate the agreement and/or recall the service providers from the panel and thus not use them again. To



this end, service providers will be regarded as having acted in bad faith in the event that SACAP finds:

5.1.13.1. unrealistic time billing taking into account the nature (i.e., relative simplicity) of any action performed and/or service rendered by the service provider;

5.1.14. Prospective service providers must note that transgressions of the above obligations and duties that will be included in the SLA may lead to SACAP electing not to make any further use of the services of such service provider or removing service provider from the panel before the expiry of the four (4) year's period, by written notice, taking into account principles of fairness and the severity of the transgression etc.

6. SCOPE OF WORK AND DELIVERABLES

6.1. The preferred service providers will be expected to render services on an *ad hoc* basis to SACAP in the following service categories:

ITEM	SERVICE CATEGORIES	PLEASE TICK
1.	Acting as the tribunal chairperson to preside over and hear charges of improper conduct in accordance with the Rules for Professional Conduct drawn under section 27 read with section 36 of the Architectural Profession Act. 44 of 2000	
2.	Assisting the tribunal chairperson to preside over and hear charges of improper conduct in accordance with the Rules for Professional Conduct drawn under section 27 read with section 36 of the Architectural Profession Act. 44 of 2000)	
5.	Legal Advisory on Built Environment Legislative Framework (including the Architectural Profession Act & other Built Environment Legislation)	

6.2. Prospective service providers may submit proposals in respect of any one, or more of the above service categories. It is mandatory for bidders to indicate which service categories under 6.1 they are bidding for. Prospective service providers must indicate in their proposals the relevant experience and exposure as well as the capacity of the prospective service providers in relation to the selected service categories.



7. COMPETENCY AND MANDATORY REQUIREMENTS

7.1. The service providers must be knowledgeable in the following areas:

- corporate governance
- commercial law
- company law
- intellectual property law
- constitutional law
- administrative law
- law of delict.

7.2. The service providers must be knowledgeable in the following pieces of legislation relevant to the Built Environment and the administration of quasi-judicial proceedings:

- Adjustment of Fines Act, 101 of 1991;
- Architectural Profession Act, 44 of 2000;
- Constitution of the Republic of South Africa, Act 108 of 1996;
- Council For the Built Environment Act, 43 OF 2000;
- Identification of Work for the Architectural Profession – Board Notice 27 of 2021;
- Prescription Act, 68 of 1969;
- Promotion of Access to Information Act, 2 of 2000;
- Promotion of Administrative Justice Act, 3 of 2000;
- Protection of Personal Information Act, 4 of 2013;
- The Code of Conduct – Board Notice 154 of 2009;
- The Code of Conduct – Board Notice 7 of 2021; and
- Rules of Inquiry – Board Notice 5 of 2021.

7.3. Prospective service providers must be willing and/or capable of drafting tribunal orders.

8. EVALUATION AND SELECTION CRITERIA

SACAP has set minimum standards that prospective service providers must meet in order to be evaluated and selected. The received proposals will be evaluated in different phases in order to arrive at the final phase of award, and the phases will be as follows:

- 8.1. **Administrative Criteria (Phase 1)** - Prospective service provider(s) must submit all required mandatory documents;
- 8.2. **Technical Evaluation Criteria (Phase 2)** - Prospective service provider(s) must meet the mandatory requirements in each role as outlined;
- 8.3. **Price Evaluation Criteria (Phase 3)** - Prospective service provider(s) will be evaluated out of one hundred (100) points during Technical Evaluations and the minimum threshold of seventy points (70) must be achieved.



9. ADMINISTRATIVE CRITERIA – PHASE 1

9.1. Mandatory Requirements:

Prospective service providers who fail to comply with the below requirements will be eliminated and those who comply will progress to the next phase of technical evaluation.

9.1.1. Submission of service provider's profile - the profile shall inter alia include a short history of the service provider and the areas of operations, if applicable and details of the service provider's understanding of the requirement of this RFP. The profile should confirm premises from which the service provider conducts its business and must include information on the availability of e-mail access, telephone facilities, printing facilities, library/research facilities and information on support staff employed by the service provider. The profile must also indicate:

9.1.1.1. the controls in place to ensure that conflict of interest will be managed effectively and to the best interest of SACAP; and

9.1.1.2. any value-added services that the prospective service provider may be in a position to offer SACAP.

9.1.2. For legal practitioners, the following is required:

9.1.2.1. Submission of proof of registration with the Legal Practice Council;

9.1.2.2. Submission of a valid certified copy of the Attorneys Fidelity Fund Certificate;

9.1.2.3. Submission of a certified valid letter of good standing with the relevant Legal Practice Council, which should not be older than 3 (three) months;

9.1.2.4. Submission of a legal practitioner's Indemnity Certificate issued for the present year;

9.1.2.5. Confirmation of the legal practitioner's years post admission experience;

9.1.2.6. 3 (three) recommendation letters for the service the prospective service provider is bidding for;

9.1.2.7. Proof of qualifications (and completed courses) in the legal field;

9.1.2.8. Admission certificate; and



9.1.2.9. List of past contracts and clients (if any).

9.1.3. For Registered Persons, the following is required:

9.1.3.1. Submission of proof of registration with the South African Council for the Architectural Profession;

9.1.3.2. Submission of a certified valid letter of good standing with the South African Council for the Architectural Profession, which should not be older than 3 (three) months;

9.1.3.3. Confirmation of the Registered Person's years of experience

9.1.3.4. 3 (three) recommendation letters for the service the prospective service provider is bidding for;

9.1.3.5. Proof of qualifications (and completed courses) in the architectural field;

10. TECHNICAL EVALUATION (PHASE 2)

10.1. Only prospective service providers that have met the Administrative Criteria in Phase 1 will be evaluated in Phase 2. Technical Evaluation will be out of 100 points.

10.2. Prospective service providers that achieve a minimum threshold of 70 points out of 100 points for technical capabilities for each category will proceed to Phase 3.

10.3. SACAP will analyse and assess technical capability and therefore the bidder should demonstrate the following:



Evaluation Criteria for Legal Practitioners:

Area of Review	Scoring Guidelines	Maximum Points	Bidder Score										
<p>1. Compliance</p> <p>1.1.1. Compliance with the requirements of the Legal Practice Council established in terms of the Legal Practice Act, 2014 (Act No. 28 of 2014):</p> <p>(a) Certificate of registration with Legal Practice Council;</p> <p>(b) Letter of Good Standing from the Legal Practice Council;</p> <p>(c) Firms Fidelity Fund Certificate.</p>	<p>15 15 20</p>	<p>50</p>											
<p>2. Experience</p> <p>2.1.1. Experience of the Attorney – Five (5) years post-admission experience as an Attorney (Proof should be the Attorney’s CV – provide reference letters to confirm years of experience)</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Years of experience</th> <th style="text-align: left;">Score</th> </tr> </thead> <tbody> <tr> <td>Below 5 Years</td> <td>Score = 2</td> </tr> <tr> <td>5 but less than 10 Years</td> <td>Score = 3</td> </tr> <tr> <td>10 but less than 15 Years</td> <td>Score = 4</td> </tr> <tr> <td>More than 15 Years</td> <td>Score = 5</td> </tr> </tbody> </table>	Years of experience	Score	Below 5 Years	Score = 2	5 but less than 10 Years	Score = 3	10 but less than 15 Years	Score = 4	More than 15 Years	Score = 5	<p>30</p>	
Years of experience	Score												
Below 5 Years	Score = 2												
5 but less than 10 Years	Score = 3												
10 but less than 15 Years	Score = 4												
More than 15 Years	Score = 5												
<p>3. Reference Letters</p> <p>3.1.1. Provide a minimum of three (3) signed reference letters where the bidder has successfully concluded similar work in terms of scope and complexity.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Years of experience</th> <th style="text-align: left;">Score</th> </tr> </thead> <tbody> <tr> <td>Below 3 letters relevant to the assignment</td> <td>Score = 0</td> </tr> <tr> <td>3 letters relevant to the assignment</td> <td>Score = 3</td> </tr> <tr> <td>4 letters relevant to the assignment</td> <td>Score = 4</td> </tr> <tr> <td>5 letters relevant to the assignment</td> <td>Score = 5</td> </tr> </tbody> </table>	Years of experience	Score	Below 3 letters relevant to the assignment	Score = 0	3 letters relevant to the assignment	Score = 3	4 letters relevant to the assignment	Score = 4	5 letters relevant to the assignment	Score = 5	<p>20</p>	
Years of experience	Score												
Below 3 letters relevant to the assignment	Score = 0												
3 letters relevant to the assignment	Score = 3												
4 letters relevant to the assignment	Score = 4												
5 letters relevant to the assignment	Score = 5												
<p>Total</p>		<p>100</p>											
<p>Threshold Score</p>		<p>70</p>											



Evaluation Criteria for Registered Persons:

Area of Review	Scoring Guidelines	Maximum Points	Bidder Score										
1. Compliance 1.1.1. Compliance with the requirements of the South African Council for the Architectural Profession established in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000): (a) Certificate of registration with South African Council for the Architectural Profession; (b) Letter of Good Standing from the South African Council for the Architectural Profession;	20	40											
	2. Experience 2.1.1. Experience of Registered Person (Proof should be in a form of the Registered Person's CV) Relevant experience on similar service (participating in quasi-judicial proceedings in the public sector)	20	40										
3. Reference Letters 3.1.1. Provide a minimum of three (3) signed reference letters where the bidder has successfully concluded similar work in terms of scope and complexity.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Years of experience</th> <th style="text-align: left;">Score</th> </tr> </thead> <tbody> <tr> <td>Below 5 Years</td> <td>Score = 2</td> </tr> <tr> <td>5 but less than 10 Years</td> <td>Score = 3</td> </tr> <tr> <td>10 but less than 15 Years</td> <td>Score = 4</td> </tr> <tr> <td>More than 15 Years</td> <td>Score = 5</td> </tr> </tbody> </table>	Years of experience	Score	Below 5 Years	Score = 2	5 but less than 10 Years	Score = 3	10 but less than 15 Years	Score = 4	More than 15 Years	Score = 5	20	
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Below 5 Years	Score = 2												
5 but less than 10 Years	Score = 3												
10 but less than 15 Years	Score = 4												
More than 15 Years	Score = 5												
Total		100											
Threshold Score		70											



11. PRICING (PHASE 3):

11.1. Price Evaluation:

11.1.1. Prospective service providers must clearly indicate their respective proposed tariffs relevant for the following categories:

11.1.1.1. Service providers with 5 (five) years or less relevant experience;

11.1.1.3. Service providers with more than 5 (five) years but less than 10 (ten) years relevant experience;

11.1.1.4. Service providers with more than 10 (ten) years but less than 15 (fifteen) years relevant experience;

11.1.1.5. Service providers with more than 15 (fifteen) years relevant experience.

11.1.2. When prospective service providers are indicating their respective proposed tariffs in the Pricing Schedule, prospective service providers must take into account SACAP's schedule of proposed tariffs. The tariffs proposed will be used for contracting purposes only. The tariffs will form part of the Service Level Agreement and will apply to appointments arising out of this Bid.

11.1.3. SACAP reserves the right to review the proposed tariffs on the anniversary of the agreement and in its sole discretion propose to the service provider adjustments thereto.

11.1.4. In the event that a service provider moves to a new higher category during the service provider's appointment term, the service provider shall notify SACAP accordingly in writing and SACAP shall have the right to request another service provider who is at the same category as the service provider.

11.2. Tax Compliance Pin Status:

Note: Bidders will only be appointed if their Tax Matters are in good standing

12. LIABILITY

12.1. The successful service providers shall be liable to SACAP for any direct damages and/or losses incurred by SACAP due to failure by the service providers to perform their obligations in the manner required by the Service Level Agreement signed by the parties.

12.2. The successful service providers shall further be liable to SACAP for all indirect and consequential or special damages and/or losses suffered by SACAP as a result of



gross negligence, wilful misconduct, a breach of confidentiality provisions stipulated in the signed Service Level Agreement between the parties, breach of applicable laws, infringement of a third party's intellectual property rights, or a criminal act committed by the service providers.

13. PROSPECTIVE SERVICE PROVIDER'S OWN TERMS AND CONDITIONS OR BID QUALIFICATIONS

This document contains the terms and conditions of this bid and prospective service providers must not modify/qualify the specifications or come up with their own terms and conditions. SACAP reserves the right to disqualify a bid, which seeks to modify or depart from the specified conditions.

14. PREPARATION COSTS

The prospective service provider will bear all its costs in preparing, submitting and presenting any response to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing SACAP, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the prospective service providers in the preparation of their response to this bid.

15. INDEMNITY

If a prospective service provider breaches the conditions of this bid and, as a result of that breach, SACAP 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 prospective service provider indemnifies and holds SACAP harmless from any and all such costs which SACAP may incur and for any damages or losses SACAP may suffer.

16. PRECEDENCE

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.

17. LIMITATION OF LIABILITY

A prospective service provider participates in this bid process entirely at its own risk and cost. SACAP shall not be liable to compensate a prospective service provider on any grounds whatsoever for any costs incurred or any damages suffered as a result of the prospective service provider's participation in this bid process.

18. ELIGIBILITY TO BID

No bid shall be awarded to a prospective service provider whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of



Restricted service providers. SACAP reserves the right to withdraw an award, or cancel a contract concluded with a service provider should it be established, at any time, that the service provider has been blacklisted with National Treasury by another government institution.

19. GOVERNING LAW

South African law governs this bid and the bid response process. The prospective service provider agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

20. RESPONSIBILITY FOR BIDDER'S PERSONNEL

A prospective service provider is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives) comply with all terms and conditions of this bid.

21. CONFIDENTIALITY

- 21.1. Except as may be required by operation of the law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a prospective service provider's submission will be disclosed by any bidder or other person not officially involved with SACAP's examination and evaluation of a tender/bid.
- 21.2. Throughout this bid process and thereafter, prospective service providers must secure SACAP's written approval prior to the release of any information that pertains to:
 - 21.2.1. the potential work or activities to which this bid relates; or
 - 21.2.2. the process which follows this bid.
- 21.3. Failure to adhere to the requirements under paragraphs 21.2.1 and 21.2.2 above may result in disqualification from the bid process and civil action.
- 21.4. No confidential information relating to the process of evaluating or adjudicating tenders or appointing a prospective service provider will be disclosed to a prospective service provider or any other person not officially involved with such process.

22. INTELLECTUAL PROPERTY

SACAP retains ownership of all Intellectual Property rights in the bid/tender information documents that form part of this RFP. Prospective service providers will retain the Intellectual Property rights in their bid/tender responses. Prospective service providers grant SACAP the right to make copies of their responses, or to do anything which in its sole discretion is necessary to do for reasons relating to the RFP process.



23. DECLARATION OF INFORMATION

A prospective service provider must make a declaration on their Bid covering letter that they did not have access to any SACAP proprietary information or any other matter that may have unfairly placed that prospective service provider in a preferential position in relation to any of the other prospective service providers.

24. TERMS & CONDITIONS OF THE APPLICATION

- 24.1. SACAP reserves the right without furnishing any reasons whatsoever, to cancel, withdraw or re-advertise, or to appoint or not to appoint any of the Legal Service Providers.
- 24.2. SACAP may request clarification or further information regarding any aspect of the prospective service provider. The prospective service provider must provide the requested information within forty-eight (48) hours after the request has been made. Failure to provide the information may render the prospective service provider disqualified.
- 24.3. The Bid and supporting documents shall be submitted strictly in accordance with the instructions given in these terms of reference.
- 24.4. The validity period for the quotation is to be 60 (sixty) days.
- 24.5. All prices quoted must be VAT inclusive. SACAP will not provide upfront payments.
- 24.6. Applications should be submitted in a sealed package properly referenced in terms of the reference number provided in this document.
- 24.7. Prospective service providers are required to submit one (1) original and three copies of the bid document.
- 24.8. The bid/proposal should be emailed to Selina.Sekhu@sacapsa.com or hand-delivered and deposited into the tender box on or before **12:00 28 February 2024** at the following address:

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION
51 WESSEL ROAD, RIGHT WING
RIVONIA
SANDTON
2128.
- 24.9. Applications received by facsimile will not be considered. Where an application is not submitted at the time of the application closing date, such an application will not be assessed.
- 24.10. SACAP is entitled to amend any application condition, validity period, specification, or extend the return date of such an application before the closing date. All applicants,



to whom the application documents have been issued, will be advised timeously in writing of such amendment or of extensions.

24.11. All questions and correspondence must only be directed in writing to Selina.Sekhu@sacapsa.com during office hours of 08:00 to 04:30pm, Monday to Friday.

24.12. If you don't hear from us within 90 days after the closing date, please accept that your proposal was not successful.

25. RETENTION OF APPLICATIONS

All applications submitted shall become the property of SACAP. SACAP will make all reasonable efforts to maintain applications in confidence. Proprietary information should be identified in each application.

26. CANCELLATION AND RE-INVITATION OF BIDS

In the event that a bid is cancelled, notification of such cancellation will be published in the same media in which the original bid invitation was advertised.

27. COMMUNICATION

27.1. During the application period, communications between applicants and SACAP will only be in writing through email for any queries and questions. All communication, correspondence, documentation, manuals, applications, presentations, demonstrations etc., must be in English.