

## CHAPTER 13

### DRAFTING OF THE CONTRACTS

- 13.1 In its mentioned 14<sup>th</sup> Report, SCOPA expressed their concern regarding certain aspects of the contracts concluded with the main contractors. According to SCOPA, the contracts did not appear to have been well prepared. They took the view that the contracts contained clumsy language, incorrect references, reference to more than one currency in one contract and that some of the annexures were missing.
- 13.2 Although evidence was not led during the public phase of the investigation on the contracts specifically, it appeared from the testimony of Messrs Erwin, White and Naidoo that the procurement was effected in different currencies. It was also their testimony that the contracts were drafted with the assistance of an international firm of attorneys who are experts in this field.
- 13.3 The Public Protector instructed legally qualified and experienced members of his staff to scrutinize the contracts, specifically with regard to the other comments made by SCOPA. During this investigation copies of the contracts were studied at the offices of Armscor. These copies were complete and contained all the annexures. It was also found that the legal division of Armscor, being ultimately responsible for the drafting of the contracts, was furthermore assisted by a local firm of attorneys, who were selected for their expertise in this regard.

### 13.4 FINDING

No instance was found of particularly clumsy language in the contracts. The contracts were found to be understandable, well defined and the drafting was of a high standard.