

Bid No: NPA 22-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	000001
Bid Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

000001



INVITATION TO BID

BID DETAILS

BID NUMBER	:	NPA 22-14/15
ISSUE DATE	:	06 February 2015
CLOSING DATE	:	06 March 2015
CLOSING TIME	:	11h00 am
DESCRIPTION	:	Appointment of a service provider to supply and deliver promotional items to the NPA.
CONTRACT DURATION	:	Once-Off

DETAILS OF BIDDER

COMPANY NAME: _____

Please indicate whether this document is an original or copy, tick the applicable block.

ORIGINAL	<input type="checkbox"/>	COPY	<input type="checkbox"/>
SOFT COPY	<input type="checkbox"/>		

FULL DETAILS OF BIDDER

COMPANY NAME :

CONTACT PERSON :

DATE :

E-MAIL ADDRESS :

TELEPHONE NUMBER :

CELLULAR NUMBER :

FAX NUMBER :

PHYSIAL ADDRRESS :

POSTAL ADDRRESS :

SIGNATURE OF BIDDER :

TOTAL BID PRICE INCL VAT :

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CONTENT PAGE

Bidders are to ensure that they received all pages of this document, which consists of the following:

- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of Contract
- Section 4 : Bid Submission Requirements
- Section 5 : Tax Clearance Certificate Requirements (SBD 2)
- Section 6 : Evaluation and Selection Process
- Section 7 : Specification
- Section 8 : Pricing Schedule
- Section 9 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 10 : Declaration certificate for local production and content for designated Sectors (SBD 6.2)
- Section 11 : Declaration of Interest (SBD 4)
- Section 12 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 13 : Certificate of independent bid determination (SBD 9)
- Section 14 : The National Industrial Participation Programme (SBD5)
- Section 15 : Confirmation Form

ADDITIONAL INFORMATION (ANNEXURES)

1. Local Content Declaration (**Annexure C**) – Summary Schedule (**pre-completed**)
2. Imported Content Declaration (**Annexure D**) – Supporting schedule to Annexure C
3. Local Content Declaration (**Annexure E**) – Supporting schedule to Annexure
4. SABS Standards Division – Technical Specification (SATS 1286:2011) and,
5. Guidance Document for the calculation of local content

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GLOSSARY

Award	Conclusion of the bid process and the final notification to the successful bidder
Bid	Written offer in a prescribed form in response to an invitation by NPA for the provision of goods, works or services
Briefing Session	A session that is held after the bid document is issued and before the closing date of the bid during which information is shared with potential bidders
Bidder	Organization with whom NPA will conclude a formal contract and potential Service Level Agreement subsequent to the final award of the contract based on this Request for Bid
DTI	Department of Trade and Industry
GCC	General Conditions of Contract
IP	Intellectual Property
NIPP	National Industrial Participation Programme
NPA	National Prosecuting Authority
Original Bid	Original document signed in ink
SCM	Supply Chain Management
SBD	Standard bidding document
SLA	Service Level Agreement

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SECTION 1

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL PROSECUTING AUTHORITY

BID NUMBER	<u>NPA 22-14/15</u>	CLOSING DATE	<u>06 March 2015</u>	CLOSING TIME	<u>11:00am</u>
DESCRIPTION	<u>The appointment of a service provider to supply and deliver promotional items to the NPA.</u>				
VALIDITY	<u>Offer to be valid for 90 days from the closing date of the bid.</u>				

The successful bidder will be required to fill in and sign a written Contract Form

BID DOCUMENTS MUST BE **DEPOSITED** IN THE BID BOX SITUATED AT: NATIONAL PROSECUTING AUTHORITY, VGM BUILDING, 123 WESTLAKE AVENUE, CORNER WESTLAKE AND HARTLEY STREETS, WEAVID PARK, SILVERTON, PRETORIA

Bidders should ensure that bids are delivered timeously to the correct address. Late bids will not be considered. The bids must be submitted back in the form of original, copy and soft copy documents and failure to do so may result in disqualification.

The bid box is open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND THE SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐

A REGISTERED AUDITOR☐



Bidder's Initial/Signature: _____

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(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... (in words).....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Thabiso Mphogo

Fax: 012 843 2054

E-mail address: tenders@npa.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Johanna Mabote

E-mail address: tenders@npa.gov.za

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SECTION 2

GENERAL CONDITIONS OF CONTRACT

THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

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



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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



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		immovable property, unless otherwise indicated in the bidding documents.	
	2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.	
	2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.	
3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.	
	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za	
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.	
5. Use of contract documents and information; inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.	
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.	
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.	
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.	
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.	
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.	
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.	

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- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the

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		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:	
		<ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 	
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.	



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- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by



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the supplier.

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|---|------|--|
| 17. Prices | 16.4 | Payment will be made in Rand unless otherwise stipulated in SCC. |
| | 17.1 | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract amendments | 18.1 | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| | | |
| 19. Assignment | 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| | | |
| 21. Delays in the supplier's performance | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 21.3 | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| | 21.4 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. |
| | 21.5 | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. |
| | 21.6 | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 |
| | | |



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without prejudice to his other rights, be entitled to claim damages from the supplier			

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22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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- 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 and 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.
- 25.1 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



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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. Settlements of disputes

- 29.1 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.
- 29.2 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.
- 29.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 29.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 29.5 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. Limitations of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable 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



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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 Programme (NIP) | 33.1 | The NIP programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| 34. Prohibition of Restrictive practices. | 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging). |
| | 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998. |
| | 34.3 | If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor concerned. |

SECTION 3



Bidder's Initial/Signature: _____

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SPECIAL CONDITIONS OF THE BID

1. The successful bidder is entitled to general knowledge acquired in the execution of this agreement and may use it, provided it is not to be detriment of the NPA.
2. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bid.
3. Bidders are requested to bid for the complete bid and not part thereof. Incomplete bids will be disqualified.
4. The NPA reserves the right;
 - Not to award or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal
 - To award a bid to one or more services provider/s.
 - To award the whole bid or partial.
 - to change the locations for delivery of all promotional items on a national basis due to numerous operational circumstances within the NPA and the service provider must take note that the information on location are not final and are subject to change.
 - 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 shortlisted bidders have been notified of their status
 - To conduct site inspections, product testing, or explanatory meetings in order to verify the nature and quality of products offered by the bidder. This will be done before/or after adjudication of the bid. The site visit will be carried out with shortlisted bidders only.
 - To reject promotional items that do not comply with the minimum specifications and for these to be replaced at the bidder's cost.
 - To purchase promotional items outside the contract should the successful service provider fail to supply and deliver as per the agreement, NPA will recover costs incurred from the service provider.
5. The NPA may request written clarification or further information regarding any aspect of this proposal. The bidders must supply the requested information in writing within two (2) days after the request has been made, otherwise the proposal may be disqualified.
6. The NPA request that only locally produced items with a stipulated minimum threshold for local production and content will be considered. Bidders that do not meet the stipulated minimum threshold required for local production and content will be disqualified. **(Refer to Standard Bid Document - SBD 6.2).**
7. Only locally produced or locally manufactured items from local raw material or input will be considered. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the Department of Trade and Industry (DTI) should there be a need to import such raw material or input.
8. **A copy of the authorization letter must be submitted together with the bid document at the closing date and time of the bid.**

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9. The (Standard Bidding Document - SBD 6.2) and the Declaration forms for Local Content (Annexures C, D, &E) must be completed accordingly with a minimum Local Content threshold for the specified promotional items listed, duly signed and submitted by the bidders at the closing date and time of the bid.
10. Bidders must use the technical specification number SATS 1286:2011 approved by the South African Bureau of Standards (SABS) and the guidance document for the calculation of local content.
11. NPA will enter into a contract with the successful bidder, effective from the date of bid award and it will contain a service level agreement taking all aspects of the contract into account.
12. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
13. The bidder will be subject to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavorable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to cancel this contract immediately, in writing.
14. All transport and insurance costs should be included in the bid price. Goods in transit are solely the responsibility of the successful bidder.
15. Delivery lead times – the successful bidder is expected to supply and deliver the promotional items at the NPA Head Office within reasonable time agreed by the successful bidder and the NPA after receipt of an official order.
16. Goods in transit are solely the responsibility of the successful bidder.
17. The NPA expects the bidder to ensure the good quality of items as laid down in the specification.
18. T-Shirts and Golf-shirts must be individually wrapped and packaged according to sizes in the properly labeled boxes
19. Brochures must be packaged according to names in the properly labeled boxes
20. Safety plan tool in a lip-ice must be packaged in properly labeled boxes
21. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
22. Any completion of bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
23. Bidders are requested to endorse their signature/initial on every page of the bid document.

24. THE PROPOSAL SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING IN DETAIL:

- 24.1 Bidder's profile** - Short summary and description of the key features of the bidder. The legal name of the entity, the principal business, if applicable an overview of the consortium with a description of the corporate organization of the proposing entity, including all members of the consortia and/sub-contracts, if applicable description of the role of the lead partner and participating companies of the consortium.



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- 24.2 Proposed methodology, plan and timelines** - In this section, the bidder must provide the proposed approach indicating how the supply and delivery will be executed successfully. Provide a comprehensive work plan including the following clear deliverables: delivery lead times (resource and capability to deliver within thirty (30) days of receipt of a financial purchase order) and stock availability.
- 24.3 Performance Capabilities** – Bidder must provide information that demonstrates specific related experience in successfully providing similar services.
- 24.4 References and performance capabilities** – Bidders must provide information demonstrating specific related experience in successfully providing similar services i.e. supplying of promotional items. Such claims must be supported with sufficient references to permit the National Prosecuting Authority to verify claimed capabilities. To support all claims of experience presented and to assist the National Prosecuting Authority in reviewing and evaluating the proposals, bidders are requested to provide the following:
- Provide signed letters in line with criteria on page 27 indicating client's satisfaction with bidders' rendering of services; also the client name, contact name, telephone, e-mail address, brief description of services rendered, time-frames and the budget. (Note that the focus to these points should address the relevant experience of the bidder, not the proposed approach of the service requirements).
- 24.5 Sample evaluation-** Only bidders that qualified on the third (3rd) phase i.e. functionality evaluation will be invited to submit and present their samples in line with the criterion on page 28 of 51, at the bidders' expense as per the specification.

SECTION 4



Bidder's Initial/Signature: _____

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BID SUBMISSION REQUIREMENTS

1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

The NPA invites bids from bidders who comply with the requirements of this bid. In view of the Scope and breadth of work required in this bid, the NPA has decided that:

The Bidder must:

- Be able to deliver the breadth of services as required.
- Be professional and discipline in its services, products and standards.
- Comply with all other requirements as stipulated in the bid document.

2. FRAUD AND CORRUPTION

- 2.1 All Service Providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

3. CLARIFICATION / QUERIES

- 3.1 Telephonic requests for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the specifications, or any other aspect concerning the bid, is to be requested in writing (letter, facsimile or e-mail) from the following contact persons. The bid reference number should be mentioned in all correspondence.

Bid Enquiries	:	Thabiso Mphogo
E-mail	:	tenders@npa.gov.za
Fax	:	012 843 2054

Technical Enquiries	:	Johanna Mabote
E-mail	:	tenders@npa.gov.za

- 3.2 Queries received will be responded to within two (2) working days of receiving the query.
- 3.3 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.
- 3.4 Bidders will get a copy of the bid document at the reception, VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria, and the soft copy will be available on the NPA website www.npa.gov.za

4. SUBMITTING BIDS

- 4.1 One (1) original and two (2) hard copies of the bid clearly labeled and must be handed in / delivered to the address indicated below:

The Tender Box
Supply Chain Management
VGM Building, 123 Westlake Avenue
Weavind Park, Silverton
PRETORIA
0184

NB: Bidders must indicate on the cover of each document whether it is an original or a copy.

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- 4.2 Should there be any bona fide discrepancy between the original document and the copy. The original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 4.3 All paper copies must be neatly bound. All additions to the bid documents, i.e. appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the services offered etc. shall be neatly bound as part of the schedule concerned.
- 4.4 All bids in this regard shall only be accepted if they have been placed in the bid box on or before the closing date. The NPA will not accept responsibility for any documentation which gets lost.
- 4.5 Bid responses sent by courier must reach the NPA on or before the closing date, stipulated time and **must be deposited in the bid box**. Failure to comply with this requirement will result in the bid proposal being treated as a "late bid" and will not be considered.
- 4.6 There shall be **no public announcement** of the bids received the list of bids received will be published on the NPA website.
- 4.7 An original version of the bid must be submitted, signed in ink, by an authorized employee or representative of the bidding company and each page of the proposal shall contain the initial of the same signatories.

5. MARKING ON BID ENVELOPE / PACK

- 5.1. Bids should be submitted in a sealed envelope/s, or sealed pack if too big for an envelope, marked as follows:

- | | | |
|---|---|--|
| <input type="checkbox"/> Attention | : | Tender Box: Supply Chain Management |
| <input type="checkbox"/> Bid number | : | NPA 22-14/15 |
| <input type="checkbox"/> Closing date and time | : | 06 March 2015 @11h00 |
| <input type="checkbox"/> The name and address of the bidder | : | |

- 5.2 Failure to do so may result in the proposal not being identified as a bid document. The NPA will not accept responsibility for any misplaced bids.
- 5.3 Documents submitted on time by bidders shall not be returned.
- 5.4 Failure to comply with this requirement will result in your proposal being treated as a "late bid proposal" and will not be considered.

6. LATE BIDS

- 6.1. Bids received late, shall not be considered. A bid will be considered late if it arrived one second after 11:00am or any time thereafter. The bid (tender) box shall be locked at exactly 11:00am and bids arriving late will not be considered under any circumstances). Bidders are therefore strongly advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.
- 6.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

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7. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

From Pretoria City Centre

Take the Pretoria Road (extension of Church Street East which is now called Stanza Bopape Street) leading to Silverton. Turn left (north) into Cresswell Street opposite the Botanical Gardens. Proceed until you get to the second street and turn left into Hartley Street and continue straight ahead, this will take you to the main entrance of the NPA VGM building.

N1 from North

Take the Stormvoël turn-off. Turn left at the traffic light. At the next robot turn right into the street leading to Koedoespoort. Proceed through Koedoespoort over the 3-way stop. At the next street, turn right into Hartley Street which will lead you to the main entrance of the VGM Building.

N1 from South (coming from Johannesburg)

Take the Polokwane/Krugersdorp turn-off and follow the Polokwane N1 leading to the North. Proceed past Centurion and skip the following turn-offs: Botha Avenue, Albertyn (old Jan Smuts), Rigel Avenue and Atterbury Road.

Take the Lynnwood Road turn-off and turn right into Lynnwood Road, over the highway and immediately left into Meiring Naude (direction CSIR). Pass the CSIR until you get to a T-junction with Cussonia Street. Turn left, keeping to the right side of the road. Take the curve right in front of the CBC School. At the second robot turn left into Creswell Road and at the second street thereafter turn left into Hartley Street. This will take you to the main entrance of the VGM Building. **Bidders should allow time to access the premises due to security arrangements that need to be observed.**

8. ACCESS TO INFORMATION

- 8.1 All bidders will be informed of the status of their bid once the bid process has been completed.
- 8.2 Requests for information regarding the bid process will be dealt with in line with the relevant legislations.

9. REASONS FOR REJECTION

- 9.1 The NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 9.2 The NPA may disregard the bid of any bidder if that bidder, or any of its directors:
 - 9.2.1 Have abused the SCM system of NPA;
 - 9.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
 - 9.2.3 Have failed to perform on any previous contract and the proof exists;
 - 9.2.4 Such actions shall be communicated to the National Treasury.
 - 9.2.5 Bidders that submit an incomplete information and documentation which is not according to the bid requirements.
 - 9.2.6 Bidders that do not submit a valid original tax clearance on the closing date and time of bid.

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10. CANCELLATION OF BID PROCESS

- 10.1 This bid process can be postponed or cancelled at any stage provided that such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the bid relates.

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SECTION 5

SBD2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid (tender) that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/ individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from date of approval.
3. The **original** Tax Clearance Certificate must be submitted together with the bid. Failure to submit the **original** and valid Tax Clearance Certificate **will** result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

For purposes of section 256 of the Tax Administration Act of 2011 (the TAAAct), the contractor / service provider authorizes the South African Revenue Service to disclose 'taxpayer information' as contemplated under the provisions of Chapter 6 of the TAAAct in relation to the compliance status of tax registration, tax debt and filing requirements of

Supplier Name: _____

Signature of Authorised Representative

Signatory Name in Print

Signatory capacity

Signatory ID Number

Signed at _____ **on this** _____ **day of** _____ **20** _____



Bidder's Initial/Signature: _____

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SECTION 6

EVALUATION AND SELECTION PROCESS

All bids received will be evaluated in accordance with the **90/10** preference point system as prescribed in the Preferential Procurement Regulation of 2011. The evaluation process comprises the following phases:

Phase 1: Screening process (Completeness of documentation)

During this phase bids will be reviewed to determine compliance with all standard bidding documents, and such documents must be signed by a duly authorized representative. Tax matters will also be reviewed as to whether original and valid tax clearance certificate have been submitted at closing date and time of the bid.

Phase 2: Compliance on Local Content requirement

Bidders that have complied with the screening process will be evaluated on local content requirement. All the responses (bids) that complied with the local content requirement (**100%**) in terms of the stipulated minimum threshold required for local production and content will be evaluated further. **Note: Bidders must comply with the stipulated threshold required on the Standard Bidding Document (SBD 6.2) - Declaration Certificate for local production and content and must also submit the templates (Annexure C, D & E) as part of the bid documentation. Failure to comply with the minimum threshold requirement i.e. 100% for local production and content as stipulated will result in disqualification of the bid/proposal.**

Phase 3: Functionality evaluation

Only bidders that have met the local content requirement threshold will be evaluated on functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal (evaluated on the minimum functional terms of references). Bidders who score a minimum qualifying score of 35 percent or more out of 70 percent on functionality will be considered for next phase i.e. sample evaluation process.

Phase 4: Presentation of samples

During this phase, only bidders that qualified on the third (3rd) phase i.e. functionality evaluation will be invited to submit and present their samples i.e. Posters, T-shirts, golf shirts, domestic violence brochures, maintenance brochures, child justice brochures, Ndabezitha brochures, Thuthuzela brochures, human traffic brochures, safety plan tool brochures and safety plan tool in a lipstick. Bidders who score a minimum qualifying score of 15 percent or more out of 30 percent will be considered for the next phase i.e. Price and B-BBEE status level contribution preference points claimed. **Kindly note that the samples for all the items provided will be returned on request by the bidder.**

Phase 5: Price and B-BBEE status level contribution evaluation

Preference points claimed by bidders will be calculated and added to the points scored for price.

FUNCTIONALITY EVALUATION

The functionality proposal will be evaluated on a scale of **1-5** in accordance with the criteria below. The rating will be as follows; 0=Non submission; 1=poor; 2=Average; 3=Good; 4=Very Good and 5= Excellent.

FUNCTIONALITY CRITERIA – PHASE 3	WEIGHT
1. Proposed Methodology	
<ul style="list-style-type: none"> The bidders must provide an implementation strategy and /or methodology indicating how the products will be delivered successfully Provide a comprehensive proposal to demonstrate their capability to deliver such promotional items including human resources and equipment to be used. 	50

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2. Track Record and Experience in provisioning of promotional items	
List and substantiate by attaching signed references letters of current and past clients where similar services are provided: (20 points) Breakdown: <ul style="list-style-type: none"> • 8 – 10 Clients current and past contactable references each with testimonials/signed reference letters will score (20) • 5 – 7 Clients current and past contactable references each with testimonials/signed reference letters will score (15) • 1 – 4 Clients current and past contactable references each with testimonials/signed reference letters will score (10) • Non submission of Clients current and past contactable references each with testimonials/signed reference letters will score (0) 	20
Functional Total	70
Threshold	42

The percentage for functionality will be calculated as follows:

$$Ps = \frac{so}{ms} \times AP$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms= maximum possible score, i.e. 5x (a) 70 = 350

Ap = percentage allocated for functionality (in this bid = 70)

- The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the marks scored for each criterion.
- The scores for each criterion will be added to obtain the total score.
- This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 60 percent of 70 percent on functionality will be evaluated further.
- Bidders not meeting a minimum qualifying score of 42 percent on functionality will be disqualified.

SAMPLE EVALUATION – PHASE 4

1. Evaluation Criterion Applicable	WEIGHT
Promotional items (Golf Shirts , T-shirt, Posters ,Brochures and Safety plan tool) <ul style="list-style-type: none"> ▪ Type/s of items required (As per specification) ▪ Material durability/quality ▪ Packaging-Promotional items to be packed in cardboard boxes and properly labeled as per the special condition. 	30
Presentation Total	30
Threshold	18

The percentage for presentation will be calculated as follows:

$$Ps = \frac{so}{ms} \times AP$$

Where:

Ps = percentage scored for presentation by bid under consideration

So = total score of bid under consideration

Ms= maximum possible score, i.e. 5x (a) 30 = 150

Ap = percentage allocated for presentation (in this bid = 30)

- The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the marks scored for each criterion.
- The scores for each criterion will be added to obtain the total score.
- This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 60 percent of 30 percent on sample evaluation will be evaluated further.
- Bidders not meeting a qualifying score of 18 percent on presentation will be disqualified.

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SECTION 7

SPECIFICATION: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER PROMOTIONAL ITEMS TO THE NPA.

1. PURPOSE

- 1.1 The purpose of this bid is to appoint a service provider to supply and deliver promotional items to National Prosecuting Authority.

2. BACKGROUND

- 2.1 The Ndabezitha Imbizo project is part of the broader Ndabezitha Programme and in an initiative led by Sexual Offences and Community Affairs (SOCA) Unit. The main objective of the imbizo is to build the appropriate skills in the management for the implementation of the Ndabezitha Imbizo Project.

3. SCOPE OF REQUIREMENTS

3.1 PROMOTIONAL ITEMS SPECIFICATIONS

3.1.1 Posters

Items	Description	Estimated Quantity
Posters	The size of the poster must be A1	10 000 (Ten thousand)
	The paper must be 300gsm	
	Black & white. Full colour should be on the government emblem	
	Laminated	

3.2 T-shirts

Items	Description	Estimated Quantity
Golf Shirt	Only NPA logos must be Embroidered and the other logos must be printed	1000
	National Prosecuting Authority logo must be 10cm (W) x 8cm (L).	
	Malibongwe, Department of Justice and National House of Traditional Leaders logos must be 7cm (W) x 6cm (L).	
	The Golf Shirt must be full colour of orange	
	Material – 190gsm combed cotton , rich techno Dri fabric	
	Size - S,M L XL, 2XL,	
	The T-shirt must have three logos at the back. The logos will be for Government Emblem, National House of Traditional Leaders (NHTL) and Malibongwe.	
	National Prosecuting Authority logo at front Left	
	500 Golfers Below the Logos the must be a theme written “Ndabezitha Men and boys taking a lead against domestic violence in communities”.	
	500 Golfers Below the Logos the must be a theme written “Ending Violence - Enhancing the lives of Women and Girls in Rural Communities”	
T-Shirt	T shirt (Short sleeves)	9000
	175gsm Super cotton	

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Prepared By: Supply Chain Management Unit		
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.		
	National Prosecuting Authority logo must be 10cm (W)x 8cm (L). Malibongwe, Department of Justice and National House of Traditional Leaders logos must be 7cm (W) x 6cm (L).	
	Round neck	
	The T-shirt must have three logos at the back. The logos will be for Government Emblem, NHTL and Malibongwe	
	National Prosecuting Authority logo at front left.	
	Size - S,M L XL & 2XL	
	(1000 T-shirts -Kids) Below the Logos the must be a theme written "Ndabezitha Men and boys taking a lead against domestic violence in communities".	
	(1000 T-shirts - Kids) Below the Logos the must be a theme written "Ending Violence - Enhancing the lives of Women and Girls in Rural Communities"	
	Size - S,M L XL & 2XL	
	(3500 T-shirts -Adults) Below the Logos the must be a theme written "Ndabezitha Men and boys taking a lead against domestic violence in communities".	
	(3500 T-shirts - Adults) Below the Logos the must be a theme written "Ending Violence - Enhancing the lives of Women and Girls in Rural Communities"	
	Full colour of orange	

3.3 Brochures

Name of the brochure	Detailed specification	Estimated Quantity
Domestic Violence Brochures	Eight (8) page, A5 booklet in full colour matt (Design to be supplied by NPA) Two times A4 folded both sides printing The size of 135 grams	10 000
Ndabezitha Brochures	Eight (8) page, A5 booklet in full colour matt (Design to be supplied by NPA) Two times A4 folded both sides printing The size of 135 grams	10 000
Maintenance Brochures	Eight (8) page, A5 booklet in full colour matt Two times A4 folded both sides printing (Design to be supplied by NPA) The size of 135 grams	10 000
Child Justice Brochures	Eight (8) page, A5 booklet in full colour matt Three times A4 folded both sides printing (Design to be supplied by NPA) The size of 135 grams	10 000
Thuthuzela Brochures	Twelve (12) page, A5 booklet in full colour matt Three times A4 folded both sides printing (Design to be supplied by NPA) The size of 135 grams	10 000
Human Trafficking Brochure	Four (4) page, A5 booklet in full colour matt One times A4 folded both sides printing (Design to be supplied by NPA) The size of 135 grams	10 000
Safety Plan Tool Brochure	Four (4) page, A5 booklet in full colour matt One times A4 folded both sides printing (Design to be supplied	10 000

Bid No: NPA 09-14/15		National Prosecuting Authority
Prepared By: Supply Chain Management Unit		
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.		
	by NPA) The size of 135 grams	

3.4 Safety Plan Tool

Safety Plan Tool	Detailed specification	Estimated Quantity
Safety Plan Tool in a lip-ice	Container: Discreet and easy to use Must be made to fit in a pocket Must be durable and resistant to heat, water and sweat. Must be in a container that will not draw attention of the abuser. Must be unisex	10 000
	Branding The container must not be branded The logo branding must be reflected on the content of the sheet. The positioning of the logo should be : Government logo first(1 st) on the left, Middle the NPA logo and last NHTL Logo.	
	Paper: The paper used must be strong , but soft to fit in a small container (Lip-ice) Font used must be clear and easy to read Font size must not be less than 08.	
	Layout and design Easy to read Have identifiable headings User friendly	
	Production and Printing: content (sheet) must be branded with partner logo content (sheet) must be in full colour	

NB: A sample of a safety plan tool is available for viewing at the NPA Head Office – VGM Building

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

LOGOS

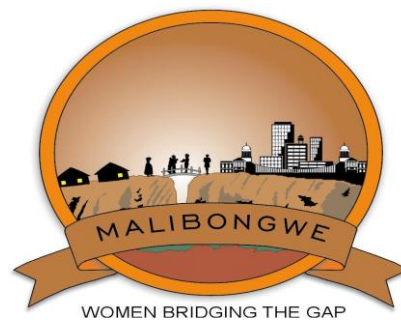


the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA



The National Prosecuting Authority of South Africa
Igunya Jikelele Labetshutshisi Bo Mzantsi Afrika
Die Nasionale Vervolgingsgesag van Suid-Afrika



Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

SECTION 8

PRICING SCHEDULE (Purchases- FIRM PRICES)

NAME OF BIDDER:	BID NO :NPA 22-14/15
CLOSING TIME 11:00	CLOSING DATE: 06 March 2015

BID DESCRIPTION:	SUPPLY AND DELIVERY OF PROMOTIONAL ITEMS TO THE NPA.
------------------	---

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a total bid inclusive of all applicable taxes for the project.

Items & description	Estimated Quantity	Cost per unit	Total price (exl. VAT)	Total price (incl vat)
Posters	10 000			
T Shirts	9 000			
Golf Shirts	1 000			
Domestic Violence Brochures	10 000			
Ndabezitha Brochures	10 000			
Maintenance Brochures	10 000			
Child Justice Brochures	10 000			
Thuthuzela Brochures	10 000			
Human Trafficking Brochure	10 000			
Safety Plan Tool Brochure	10 000			
Safety Plan Tool in a lipstick	10 000			
Total Bid price (total price to be transferred to SBD 1)				

CONDITIONS APPLICABLE TO THE BIDDER'S PRICING

- The bidders must complete the pricing schedule indicating the cost per item (inclusive of any escalation and/or all costs deemed necessary as no additional costs will be admitted later)
- Only total bid amount indicated on the pricing schedule should be transferred to SBD 1 and will be utilised in calculating the points for price. **Note: If there are any discrepancies in the pricing schedule and the SBD 1, only the total bid price indicated on the SBD 1 will be considered.**
- The quantities indicated in the pricing schedule are for planning purposes only. No guarantees can be given on the actual quantities that will be required.
- Rates must be quoted in South African Rands and must be inclusive of all applicable taxes. Prices are to remain fixed and valid. Non-fixed prices will not be considered.
- The cost of delivery, labour etc. must be included in the proposal.

Declaration

I/We have examined the information and conditions provided in pricing schedule. I/We confirm that the prices quoted in this bid are fixed and valid for the stipulated period.

Signature of bidder:

Date:



Bidder's Initial/Signature: _____

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

SECTION 9

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated **to exceed R1 000 000** (all applicable taxes included) and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2..1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;



Bidder's Initial/Signature: _____

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;**
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

3. ADJUDICATION USING A POINT SYSTEM

- 1.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution:..... =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)



Bidder's Initial/Signature:_____

Bid No: NPA 09-14/15	National Prosecuting Authority
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Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;



Bidder's Initial/Signature: _____

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- (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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

WITNESSES:

SIGNATURE(S) OF BIDDER(S)

1.

.....

2.

DATE:.....

ADDRESS:.....

.....

.....

.....



*Bidder's Initial/Signature:*_____

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

SECTION 10

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;



Bidder's Initial/Signature: _____

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
1. T shirt	100 %
2. Golf Shirt	100%

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

SECTION 11

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:



Bidder's Initial/Signature:_____

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Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**



Bidder's Initial/Signature: _____

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of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number Number	Employee / Persal

4. DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT
THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT
THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE
TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

SECTION 12

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

SECTION 13

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;



Bidder's Initial/Signature: _____

Bid No: NPA 09-14/15	National Prosecuting Authority
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Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



Bidder's Initial/Signature: _____

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

SECTION 14

SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

1 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.



Bidder's Initial/Signature: _____

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- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr.Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394-2401 or e-mail at Elias@thedti.gov.za for further details about the programme.
- 4 PROCESS TO SATISFY THE NIP OBLIGATION**
- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number		Closing date:	
Name of Bidder			
Postal Address			
Signature		Name (in print)	
Date			

Bid No: NPA 09-14/15	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Description: The appointment of a service provider to supply and deliver promotional items to the NPA.	

SECTION 15

Confirmation

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2) YES / NO
 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE YES / NO
 GOODS/SERVICES OFFERED BY YOU

Declaration

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of bidder: _____

Date: _____

Are you duly authorized to commit the bidder: YES / NO

Please attach, to this form, proof of such authorization to commit this bidder. Has proof of authorization been attached? YES / NO

Capacity under which this bid is signed _____

Domicilium

The NPA chooses the following as its domicilium citandi et executandi for all purposes of and in connection with the final contract:

NATIONAL PROSECUTING AUTHORITY , VGM BUILDING, WEAVIND PARK, 123 WEST LAKE AVENUE, SILVERTON, PRETORIA

The bidder must indicate its domicilium citandi et executandi for all purposes of and in connection with the final contract.

Any discrepancies between the information supplied here and the other parts of the bid may result in your bid being disqualified.