

Bid Number: NPA10 -15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit 000001	
Bid Description: Appointment of a panel of service providers to provide NPA with electronic / web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information for a period of three (3) years.	

000001



NATIONAL PROSECUTING AUTHORITY
South Africa

INVITATION TO BID

BID DETAILS

BID NUMBER : NPA 10-15/16

ISSUE DATE : 20 November 2015

CLOSING DATE : 21 December 2015

CLOSING TIME : 11h00 am

DESCRIPTION : Appointment of a panel of service providers to provide NPA with electronic / web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information.

CONTRACT DURATION : Three (3) years.

DETAILS OF BIDDER

COMPANY NAME : _____

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

ORIGINAL **COPY**

SOFT COPY



Bidder's Initial/Signature: _____

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FULL DETAILS OF BIDDER

COMPANY NAME : _____

CONTACT PERSON : _____

DATE : _____

E-MAIL ADDRESS : _____

TELEPHONE NUMBER : _____

CELLULAR NUMBER : _____

FAX NUMBER : _____

PHYSICAL ADDRESS : _____

POSTAL ADDRESS : _____

SIGNATURE OF BIDDER : _____

TOTAL BID PRICE INCL VAT : _____



Bidder's Initial/Signature: _____

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CONTENT PAGE

Bidders are to ensure that they receive 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 : Evaluation Process
- Section 6 : Terms of reference
- Section 7 : Service schedule
- Section 8 ; Original Tax Clearance Certificate Requirements (SBD 2)
- Section 9 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 10 : Declaration of Interest (SBD 4)
- Section 11 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 12 : Certificate of independent bid determination (SBD 9)
- Section 13 : The National Industrial Participation Programme (SBD5)
- Section 14 : Confirmation Form
- Section 15 Bidder's Experience



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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

SBD1

INVITATION TO BID

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

BID NUMBER	<u>NPA 10-15/16</u>	CLOSING DATE	<u>21 December 2015</u>	CLOSING TIME	<u>11:00 am</u>
DESCRIPTION	<u>Appointment of a panel of service providers to NPA with electronic/ web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information for a period of three (3) years.</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, WEAVIND PARK, 123 WEST LAKE AVENUE, 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 in the form of an original, a copy and an electronic copy, 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).....

Bidder's Initial/Signature: _____



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

A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(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: R

(in words).....

ANY BID ENQUIRIES REGARDING THIS BID MAY BE DIRECTED TO:

Contact Person: Vinoliah Mphahlele

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

ANY FUNCTIONAL ENQUIRIES REGARDING THIS BID MAY BE DIRECTED TO:

Contact Person: Coleen Brown

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

Bidder's Initial/Signature: _____



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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 anything 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,

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hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 the 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 the SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in the 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:



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- (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 the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted

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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 without prejudice to his other rights, be entitled to claim damages from the supplier. |
| 22. Penalties | 22.1 | Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a |

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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.
- 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;

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- (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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

Bidder's Initial/Signature: _____



Bid Number: NPA10 -15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit 000001	
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27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an (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 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



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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 Program (NIPP)

The NIPP program 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.



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SECTION 3

SPECIAL CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed terms of reference. Failure to bid accordingly will result in the disqualification of the bid.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. Bidders are requested to bid for the complete bid and not part thereof. Incomplete bids will be disqualified.
4. The NPA may at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid documents.
5. NPA reserves the right;
 - Not to appoint and/or cancel the bid at any time.
 - To award a bid to one or more service providers.
 - To award the bid as a whole or in part.
 - To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
 - To amend any bid condition, validity period, or extend the closing date of bids.
 - To use any service provider on its panel in its exclusive discretion based, inter alia, on up to date information, the functionality offered, the cost effectiveness and ease of use of the service, the accuracy and comprehensiveness of the information provided, the speed of the service, and the other factors outlined in service schedule.
 - To advertise to supplement the panel of service providers to provide any service that is not provided by those on the panel or where it is possible that service/s provided by existing service providers may be provided by other service providers more cost effectively.
 - 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 and or due diligence, product evaluation or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
6. The bidder must clearly indicate what sources of information is used to populate their database for individual traces, company and deed searches.
7. Being on the panel of approved service providers does not place any obligation on the NPA to use the services of such service provider or entitle such service provider to any benefit during the duration of the contract.

Bidder's Initial/Signature: _____

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8. The contract will provide that approved service providers must, during the duration of the contact, inform the NPA of any new services that they develop and are able to provide along with a rates schedule for such services, to enable the NPA to evaluate such services and decide whether to utilise such services.
9. 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.
10. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting, NPA will enter into a single contract with a principal bidder.
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. Bidding companies must clearly indicate if they envisaged outsourcing part of the project. The status of the company to which work is outsourced with regard to the B-BBEE status level contribution must be clearly indicated.
13. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
14. Bidders must specify an anticipated rate schedule for the next three (3) years, as well as an indication of discounts that may be available to the NPA for different levels of use, for example:
 - 14.1 For a high number of searches (e.g. up to 1 million pa);
 - 14.2 A high annual spend (eg. up to R2 million pa).
 - 14.3 For searches that are submitted in bulk for processing after hours; or
 - 14.4 Unlimited access at agreed rates and discounts.
15. Should service providers reduce their standard rates charged to other users during the contract period, the NPA must be entitled to such rates.
16. The bidder will be subject to a security screening investigation by the NPA at any stage before or during the duration of the contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of the contract, NPA shall be entitled to refuse to enter into a contract or cancel the contract.
17. Any completion of bid document **in pencil or erasable ink (Tipp ex) will not be acceptable** and will automatically disqualify the submitted bid.
18. Bidders are requested to endorse their signature on every page of the bid document.
19. NPA shall not be obliged to accept the lowest or any quotation, offer or proposal from any bidder
20. NPA will not be liable for any expenses incurred by the bidders during the bidding process
21. Certified copies of CIPC company registration documents must be submitted with the bid.
22. A valid and original tax clearance certificate must be submitted with the bid.

Bidder's Initial/Signature: _____

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

- 23.1 **Bidders 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 organisation 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.
- 23.2 **Performance Capabilities** - The bidder must provide information that demonstrates specific related experience in successfully providing similar services. Such claims must be supported with sufficient references to permit the NPA to verify the claimed capabilities. To support all claims of experience presented in the bid, the bidder shall provide proof that it has successfully completed similar projects in the past.
- 23.3 **References-** To assist the NPA in the review and evaluation of the proposal, it is requested that proof must be provided in the following format:
- Client name, contact name, telephone, email, brief description of the services rendered, time-frame (start and end date of the contract) and the budget.
 - Indication of client's satisfaction with bidder's delivery of the service; (Note that the focus to these points should address the relevant experience of the bidder, not the proposed approach of the requirements).
- 23.4 **Project success factors** – the bidder must demonstrate a good understanding of what is required to provide a satisfactory service.
- 23.5 **Team expertise** - The bidder must describe its proposed support structure, including roles and responsibility of the staff assigned to service the NPA
- 23.6 **Value-add services** – apart from the bid requirements and deliverables, bidders may indicated additional resources or expertise in their possession that will add value to the service and how this will benefit the NPA.



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SECTION 4

BID SUBMISSION REQUIREMENTS

1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

- 1.1 NPA invites bids from bidders who comply with the requirements for this bid. In view of the scope of work required in this bid, NPA has decided that:
The Bidder must:
- Be able to deliver the scope and breadth of services as required.
 - 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 Terms of Reference/specifications, or any other aspect concerning the bid or bid document, is to be requested in writing (letter, facsimile or e-mail) from the following contact person, stating the bid reference number:

Bid Enquiries	:	Vinoliah Mphahlele
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 AND PACKAGING OF BIDS

- 4.1 The bidder must submit the bid in two (2) envelopes clearly marked as indicated below:
- 4.1.1 **Functionality Proposal**
The functionality proposal envelope shall contain one (1) original, two (2) hard copies and one (1) Electronic/soft copy of the bid clearly labeled Functionality Proposal. In this envelope, the bidder shall only address functionality and B-BBEE status level contribution preference claimed. No reference shall be made to the price proposal.
- 4.1.2 **Price Proposal**
The price proposal envelope shall contain one (1) original, two (2) hard copies and one (1) electronic/soft copy of the bid clearly labeled Price Proposal. NB. Bidders not meeting a minimum qualifying score on functionality will be disqualified and their price will remain unopened.
- 4.2 Both sealed Functionality Proposal and Price Proposal should be clearly labelled and must be handed in/delivered to the address indicated below

Bidder's Initial/Signature: _____

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The Tender Box
VGM Building
123 Westlake Avenue
Weavind Park
Silverton
PRETORIA

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

- 4.3 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.
- 4.4 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 equipment offered, etc. shall be neatly bound as part of the schedule concerned.
- 4.5 The NPA will not accept responsibility for any documentation which gets lost.
- 4.6 An original version of the bid must be submitted. The original version must be signed in ink, by an authorized employee or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 4.7 Any completion of the bid document in pencil or erasable ink (Tippex) will not be acceptable and will automatically disqualify the submitted bid.

5. MARKING ON BID ENVELOPE / PACK

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

- Attention : The Tender Box
- Bid number : Supply Chain Management
- Closing date and time : NPA 10-15/16
- The name and address of the bidder : 21 December 2015 at 11:00 am

- 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.

6. LATE BIDS

- 6.1. Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00am or any time thereafter. The tender (bid) box shall be locked at exactly 11:00am and bids arriving late will not be considered under any circumstances, such as traffic problems, getting lost etc. 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.

Bidder's Initial/Signature: _____



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6.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

7. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

From Pretoria City Centre

Take the Pretoria Road (extension of Church Street East) leading to Silverton. Turn left (north) into Creswell Street opposite the Botanical Gardens. Proceed until you get to the second street and turn left into Hartley Street. Continue straight ahead, this will take you to the main entrance of the 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, Alberton (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 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 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; such actions shall be communicated to the National Treasury.

Bidder's Initial/Signature: _____



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SECTION 5

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 an original and valid tax clearance certificate has been submitted at closing date and time of the bid.

Phase 2: Mandatory requirements

Only bidders that qualified during the screening process will be evaluated on mandatory requirements. At this phase, the evaluation process will be based on the bidder's responses in respect of functions indicated. Prospective bidders who met all mandatory requirements will be considered for the next phase i.e. functionality evaluation.

Phase 3: Functionality evaluation

Only bidders that qualified during the mandatory requirements will be evaluated for 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). Prospective bidders who score a minimum qualifying points of 24 or more on functionality will be considered for next phase i.e. presentation evaluation.

Phase 4: Presentation evaluation

During this phase, only bidders that qualified on functionality evaluation will be invited for presentation in order to demonstrate the capability to provide the required services. Bidders who score minimum qualifying points of 40 or more on presentation will form part of the panel of approved service providers.

FUNCTIONALITY EVALUATION

Functionality proposal will be evaluated on a scale of **0-5** 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		
1.	EVALUATION CRITERIA APPLICABLE	WEIGHT
1.1	Understanding of the brief and experience in providing electronic searches and access to credit and background information. The extent to which the bidder meets the mandatory requirements in the service schedule in respect of the services that they offer to provide. Two (2) signed references letters needs to be provided which are not older than three (3) years.	20
1.2	The extent to which the bidder meets the general requirements in service schedule in respect of the specific area of expertise that they offer to provide.	10
1.3	The extent to which the bidder meets the detailed technical requirements (Categories) in the service schedule in respect of the services that they offer to provide. This includes the services listed in service schedule regarded as value-added services.	10
TOTAL		40

The points scored for functionality will be calculated according to this following formula:



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$$Ps = \frac{So}{Ms} \times Ap$$

Where:

Ps = points scored for functionality by bid under consideration

So = total score of bid under consideration

Ms= maximum possible score, i.e. 5x 40 = 200

Ap = points allocated for functionality (in this bid = 40)

- i. The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the total score for each criterion.
- ii. The scores for each criterion will be added to obtain the total score.
- iii. This total score will be divided by the maximum possible score and multiplied by the allocated points for functionality and **only** bidders that have met or exceeded the minimum qualifying points of 24 on functionality will be evaluated on presentation evaluation.

PRESENTATION EVALUATION

EVALUATION CRITERIA APPLICABLE		WEIGHT
1.	PRESENTATION	
1.1	The ability of service providers to provide reliable and accurate information consistently.	10
1.2	The extent to which the bidder meets the general requirements in service schedule in respect of the services that they offer to provide.	20
1.3	The extent to which the bidder meets the detailed requirements categories in service schedule in respect of the services that they offer to provide, including services regarded as value-added services.	30
TOTAL		60

The points scored for presentation will be calculated according to this following formula:

$$Ps = \frac{So}{Ms} \times Ap$$

Where:

Ps = points scored for presentation by bid under consideration

So = total score of bid under consideration

Ms= maximum possible score, i.e. 5x 60 = 300

Ap = points allocated for presentation (in this bid = 60)

- i. The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the total score for each criterion.
- ii. The scores for each criterion will be added to obtain the total score.
- iii. This total score will be divided by the maximum possible score and multiplied by the allocated points for presentation and **only** bidders that have met or exceeded the minimum qualifying score of 40 points on presentation will be evaluated and scored in terms of B-BBEE status level contribution.
- iv. Bidders not meeting minimum qualifying points of 40 on presentation will be disqualified.

Bidder's Initial/Signature: _____

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PRICE EVALUATION

The price proposals of **only** bidders who qualified in **phase 4** will be opened and noted but will not be evaluated. Bidders are advised to propose rates compatible with market norms.

NB. Conditions applicable to the bidders' rates schedule below:

- Bidders must submit a rates schedule with their proposals indicating the envisaged scope of service and the costs associated with the product capability. This should be read in conjunction with Par.14 of Section 3 (Special Conditions of Bid).
- Bidders must provide pricing for first, second and third year of the contract (inclusive of any escalation deemed necessary as no additional costs will be admitted later) for the period of three (3) years. Rates must be quoted in South African Rands and must be inclusive of all applicable taxes.
- Bulk discounts on specific searches will be accepted.
- Detailed rates schedule should be provided indicating, but not limited to, the following where applicable:
 - a) Billing structure per user
 - b) Billing structure per transaction category (i.e. Consumer / CIPC / Deeds etc.)
 - c) Billing structure per bulk search
 - d) Any additional costs (i.e. User registration fee, service fees, etc.)



Bidder's Initial/Signature: _____

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SECTION 6

TERMS OF REFERENCES FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE NPA WITH ACCESS TO CREDIT AND BACKGROUND INFORMATION OF INDIVIDUALS, COMPANIES, FIXED PROPERTIES ETC. AND ABILITY TO CONDUCT SEARCHES ON SUCH INFORMATION FOR A PERIOD OF THREE (3) YEARS.

1. PURPOSE OF THE BID

1.1 The purpose of the bid is to appoint a panel of service providers that will assist the NPA to build financial profiles of individuals and/or entities by accessing credit information and/or other relevant data, and/or by conducting electronic searches on such data.

2. SCOPE OF WORK

2.1 In the course of its enquiries and duties the NPA regularly conducts background and credit checks on individuals and entities. The NPA seeks the assistance of organisations such as credit bureaux and others that keep relevant data that may assist the NPA in this regard.

2.2 The service providers system must either be accessed through internet explorer or have a desktop software solution that allows authorised NPA officials direct access to conduct searches and credit checks on service providers' database or to a downloaded copy.

3. CONTRACT DURATION

3.1 The contract is for a period of three (3) years.

4. SERVICE SCHEDULE

4.1 The requirements are set out in Section 7.



Bidder's Initial/Signature: _____

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SECTION 7

1. Mandatory requirements

The proposed system **should** meet the following mandatory requirements: **NB: Failure to meet all mandatory requirements will result in the disqualification of the bidder.**

No.	Functions	Indicate compliant Yes / No
1.1	The system must either be accessed through internet explorer or have a desktop software solution that allows authorized NPA officials direct access to conduct searches and credit checks to service providers databases or to downloaded copy	
1.2	Individual access to the system must be authorised by an NPA administrator	
1.3	Access to the system must be via a secure unique username and password	
1.4	Detailed billing or search records for every user must be available for later retrieval	
1.5	At no stage may the NPA "footprint" be displayed after a search	
1.6	NPA users must be able to enter a case name into a reference field which is linked to a current NPA investigation.	
1.7	The software must be compatible with the NPA environment: The NPA system runs on the Microsoft platform and the active directory is 2012 and the exchange is 2010. The desktops are run on the Microsoft Windows XP , Windows 7 and Windows 10	

2. General requirements

Bidders should be able to provide one or more of the services required under the different categories within their respective areas of expertise. Bidders must be able to demonstrate their capability on rendering the required services.

No.	Functions
2.1	Provision of realtime data and in the absence thereof access to offline data (no more than one calendar month old and clearly indicated as offline data) that is stored on their or the NPA's internal database and is searchable by the NPA at a reduced cost, for example for deeds and companies
2.2	Provide the NPA with the ability to conduct a search that results in a consolidated data report from all data sources available to the service provider.
2.3	Provision of data from previous searches cost-free for later retrieval
2.4	Provision of mobile applications or sites which can be used on GPS enabled or other mobile devices such as Smart Phones and Tablets.
2.5	Provision of a call centre or support service that will deal with access and interface problems users may encounter and archiving and retrieval-, and account management services.
2.6	Provision of free training of current and new users when required
2.7	Provision of a single account manager to deal with all queries from NPA
2.8	Provision of a built in redundancies, ensuring access to data during periods of load shedding
2.9	Provision for hosting finger prints for later retrieval to conduct criminal checks
2.10	Provision for providing hosted finger prints to the NPA through another service provider at the end of the contract

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3. Detailed technical requirements for each function (Categories) :

3.1	CATEGORY 1: Individual/Consumer trace/enquiry
3.1.1	The service provider should have the ability to trace an individual by means of any of the following criteria: <ul style="list-style-type: none"> a) ID Number b) Passport Number c) Date of birth d) Name and Surname e) Residential Address f) Telephone numbers (cell, land and fax numbers) g) Post box address h) Email
3.1.2	The service provider should have the ability to provide the following data: <ul style="list-style-type: none"> a) Verification of ID number or identity alerts b) Full names or aliases of individuals c) Known, associated and or historical residential address(s) d) Current and historical employer details e) Current, associated and historical contact numbers f) Credit rating/score of the individual g) Payment profiles h) Account payment histories i) Bank details j) Creditors details k) List of all enquiries made on the individual listing the following: (Details of entity/person making the enquiry including contact details) l) All listed judgements, collections registered against the individual m) Any other CPA data not listed above
3.1.3	Ability to provide reports / print the data as displayed (hard copy, email or PDF)
3.1.4	Ability to link individuals to fixed addresses or contact numbers.
3.1.5	Ability of the system to trace any changes in the subjects' profile (trace alert).
3.1.6	Ability to provide public record information such as <ul style="list-style-type: none"> a) High Court Judgements, b) magistrate court civil judgements, c) provisional and final liquidations, d) Notarial bonds e) Sales and transfers of businesses.
3.1.7	Ability to provide adverse data such as <ul style="list-style-type: none"> a) negative payment history, b) trade references c) RD cheques.
3.2	CATEGORY 2: Company/Director traces
3.2.1	Ability to retrieve data related to all companies registered with CIPC.
3.2.2	Ability to retrieve data related to all directors, shareholders, members, partners and owners of registered South African companies/close corporations
3.2.3	Ability in system to trace changes in director/ company/ cc profile status
3.2.4	Ability to retrieve related to all registered South African companies using the following criteria: <ul style="list-style-type: none"> ✓ Name and Surname, ✓ ID number ✓ Date of birth of an individual ✓ Company registration number ✓ Company name
3.2.5	Ability to provide the following data:



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	<ul style="list-style-type: none"> ✓ Company name as registered with CIPC ✓ Company registration number as issued by CIPC ✓ Trading name ✓ Company auditors details (Name, Address and contact numbers) ✓ List of any judgements or details of court records on file ✓ Comprehensive details of all the directors and/or principals of the company ✓ Description of the principal business ✓ Business address and contact details of the company ✓ Historical information, including details concerning resignations ✓ Reason for company/ close corporation deregistration 	
3.3	CATEGORY 3: Fixed Property	
3.3.1	Ability to access data related to fixed properties registered via a deed at the Deeds Office	
3.3.2	Ability to access data related to ante nuptial contracts registered at the Deeds Office	
3.3.3	Ability to retrieve data related to all fixed properties using any of the following criteria: <ul style="list-style-type: none"> ✓ Name, surname and/or ID number of an individual ✓ Name and company registration number of a company ✓ Name and registration number of a family trust ✓ The domicile description or erf number of the property ✓ Street address ✓ Title Deed number 	
3.3.4	The ability to access data from all the deeds office at once, or individually per search	
3.3.5	The ability to request a copy of the original title deed and ante nuptial contract as filed with Deeds office from the system.(document copy)	
3.3.6	The ability to convert a domicile description or erf number of the property into a street address utilising the NAD (National Address Directory) or vice versa	
3.3.7	The ability to retrieve property transfer data prior to lodging documents to the deeds office. This would include: <ul style="list-style-type: none"> ✓ The pre-sale information ✓ Sales pending ✓ Property listings ✓ Properties for sale ✓ Recently registered transfers 	
3.3.8	The ability to give comprehensive details of property, including the following: <ul style="list-style-type: none"> ✓ Property type ✓ Erf number ✓ Portion number ✓ Scheme name ✓ Farm name ✓ Local authority ✓ Province ✓ Size ✓ Current owner name ✓ ID/Registration number of owner/entity ✓ Title Deed number ✓ Registration date ✓ Purchase date ✓ Purchase price ✓ Current estimated value ✓ List of all endorsements on the title deed ✓ Extensive Title history ✓ Fixed Property Values ✓ Current, historical and predicted value of the property in question as well as the approximate value of properties in the surrounding area ✓ Suburb trends 	



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	<ul style="list-style-type: none"> ✓ Satellite image of the area and the property ✓ Map ✓ Surveyor general Diagrams 	
3.3.9	The ability to create alerts on changes to the deeds information in relation to Property / person / entity deeds details and/or upon lodgement of transfer	
3.4	CATEGORY 4: Rental data	
3.4.1	The ability to give comprehensive details of rental of properties, including the following: <ul style="list-style-type: none"> ✓ Tenant profiles – contact details, defaults, and any notices from the past. ✓ Details of Leasing agency including contact details ✓ Rental amount ✓ Lease address ✓ Search to be conducted via Identity / registration number and/or address 	
3.5	CATEGORY 5: Municipal data	
3.5.1	The ability to provide municipal as well as pre-paid electricity account details, including: <ul style="list-style-type: none"> ✓ Account details ✓ Property details ✓ Account holder details 	
3.6	CATEGORY 6: Background screening	
3.6.1	<ul style="list-style-type: none"> a) Qualification verification b) Verification of skills, abilities, experience and good standing c) Unattested attributes such as criminal records Verifying personal descriptions, including <ul style="list-style-type: none"> d) passport number, e) permanent resident visa f) drivers licences and their codes 	
3.7	CATEGORY 7: Vehicle Enquiry	
3.7.1	<ul style="list-style-type: none"> a) System to provide details concerning specifications and valuation information on a specific vehicle, motor cycle, commercial vehicles, 10 years and older b) Searches to be performed by any of the following: <ul style="list-style-type: none"> ✓ licence plate number ✓ VIN number ✓ registration number c) Vehicle valuation information – should be able to supply year of registration, mileage, condition to obtain an adjusted retail and trade price. d) Search result to provide the following: <ul style="list-style-type: none"> ✓ General Information This includes the VIN number, Mead and McGrouther code, engine number, manufacturer, year manufactured, make and model, derivative, colour. <ul style="list-style-type: none"> ✓ Specification Information This includes cylinders, CC, axle, number of doors, wheel base, and tyre size. The lists of specifications returned are vehicle specific and may vary. <ul style="list-style-type: none"> ✓ Valuation Information The valuation information should include the vehicle retail and trade price. 	
3.8	CATEGORY 8: AIRCRAFT REGISTRY	
3.8.1	Access to the aircraft registry database to trace owners of aircraft and/or vice versa	

4. VALUE ADDED SERVICES

4.1	International requests or reports
	The ability to obtain publicly available information from SADC countries, as well as other jurisdictions (kindly provide details in proposal)
4.2	Bulk data searches



Bidder's Initial/Signature: _____

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	The ability to allow the NPA to submit bulk data for searches on certain or all data bases (Kindly provide details in proposal)	
4.3	Fuzzy logic searches	
	The ability to do fuzzy logic searches that will find data that contains errors such as misspellings on names or number errors in ID numbers (kindly provide details in proposal)	
4.4	Data Clean-up	
	The service provider has a process to clean up its data and remove obvious errors in its data (kindly provide details in proposal)	
4.5	Data merging or finding possible links	
	The ability to merge data supplied by the NPA or obtained through other searches, with the service providers' data and make possible links (kindly provide details in proposal)	



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SECTION 8

TAX CLEARANCE CERTIFICATE REQUIREMENTS

SBD2

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.

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.

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.

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.

In bids where Consortia / Joint ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

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.

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 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
PRICE	90
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: _____



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- 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 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.

Bidder's Initial/Signature: _____



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8	1	2
Non-compliant contributor	0	0

- 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?

Bidder's Initial/Signature: _____



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- (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;
 - (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 Number: NPA10 -15/16	National Prosecuting Authority
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SECTION 10

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 **YES / NO**
presently employed by the state?

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 of the company have any interest in any other related companies **YES/NO**



Bidder's Initial/Signature: _____

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SECTION 11

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.**

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:		

Bidder's Initial/Signature: _____



Bid Number: NPA10 -15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit <input type="text" value="000001"/>	
Bid Description: Appointment of a panel of service providers to provide NPA with electronic / web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information for a period of three (3) years.	

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

Bidder's Initial/Signature: _____



Bid Number: NPA10 -15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit <input type="text" value="000001"/>	
Bid Description: Appointment of a panel of service providers to provide NPA with electronic / web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information for a period of three (3) years.	

SECTION 12

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.

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 Number: NPA10 -15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit 000001	
Bid Description: Appointment of a panel of service providers to provide NPA with electronic / web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information for a period of three (3) years.	

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



Bid Number: NPA10 -15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit <input type="text" value="000001"/>	
Bid Description: Appointment of a panel of service providers to provide NPA with electronic / web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information for a period of three (3) years.	

SECTION 13

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.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 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.
- 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

Bidder's Initial/Signature: _____

Bid Number: NPA10 -15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit 000001	
Bid Description: Appointment of a panel of service providers to provide NPA with electronic / web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information for a period of three (3) years.	

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.

5.9 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			



Bidder's Initial/Signature: _____

Bid Number: NPA10 -15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit <input type="text" value="000001"/>	
Bid Description: Appointment of a panel of service providers to provide NPA with electronic / web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information for a period of three (3) years.	

SECTION 14

Confirmation

HAS A VALID ORIGINAL TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2) YES / NO
 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE YES / NO
 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 fixed and valid for the stipulated period. I/We confirm the availability of the proposed team members/ and or services. 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

Capacity under which this bid is signed

Domicilium

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.

Bidder's Initial/Signature: _____



Bid Number: NPA10 -15/16	National Prosecuting Authority
Prepared By: Supply Chain Management Unit <input type="text" value="000001"/>	
Bid Description: Appointment of a panel of service providers to provide NPA with electronic / web based or software solution access to credit and background information of individuals, companies, fixed properties etc. and ability to conduct searches on such information for a period of three (3) years.	

Section 15: Bidder's Experience (At least two (2) signed references letters or more)

NAME OF BIDDER:	BID NO.: NPA 10-15/16
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[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in paragraph 23.3 of bid conditions. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]

The bidder must provide the following information: (a) Details of the bidder's current and past projects of similar required services set out for this bid

Clients' Name	contact person and contact details	Brief description of the service rendered	Project period (Start and End Dates)	Project cost



Bidder's Initial/Signature: _____