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**INVITATION TO BID**

**BID DETAILS**

**BID NUMBER** : NPA 08-16/17

**ISSUE DATE** : 02 September 2016

**COMPULSORY BRIEFING SESSION** : 13 September 2016

**CLOSING DATE** : 03 October 2016

**CLOSING TIME** : 11h00 am

**DESCRIPTION** : Appointment of a panel of service providers to provide auctioneering services and storage facilities to the National Prosecuting Authority.

**CONTRACT DURATION** : Three (3) years

**DETAILS OF BIDDER**

**COMPANY NAME** : \_\_\_\_\_

**CSD REGISTRATION NUMBER** : \_\_\_\_\_

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

**ORIGINAL** ☐

**COPY** ☐

**SOFT COPY**

☐

Please mark with an x the province/s in which you have a footprint or where you will be prepared and able to provide an effective and competitive service.

Eastern Cape	
Free State	
Northern Cape	
Gauteng	
Limpopo	
Mpumalanga	
KwaZulu Natal	
North West	
Western Cape	

**NB: AS PER NATIONAL TREASURY CIRCULAR BIDDERS ARE REQUIRED TO REGISTER THEIR COMPANIES ON THE CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMISSION OF A BID SINCE SUPPLIERS WHO ARE NOT REGISTERED MAY NOT BE AWARDED BIDS WITH EFFECT FROM 1 JULY 2016. [HTTPS://WWW.CSD.GOV.ZA](https://www.csd.gov.za)**



*Bidder's Initial/Signature:* \_\_\_\_\_

Bid No: NPA 08-16/17	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA for a period of three (3) years.	

## DOCUMENTS CHECK LIST

Bidders are requested to use the checklist below for documents to be submitted with a bid.

NO	DOCUMENTS	TICK
1.	One (1) original and Two (2) copies of the bid document	
2.	Certified Broad Based Black Economic Empowerment (B-BBEE) Certificate / or Sworn Affidavit signed by the Commissioner of Oaths	
3.	Bidder's profile	
4.	At least three (3) reference letters of previous clients indicating the experience of the bidder (as per section 3 par 29.6.1)	
5.	Proof of registration (as per section 3, paragraph 29.1.1)	
6.	The pricing proposal relating to disbursements. (as per section 5 par 4)	
7.	The fee proposal for auctioneering services. (as per section 5 par 2)	
8.	Documentary proof of auctions successfully completed (as per section 3, paragraph 29.2)	
9.	Documentary proof from third party e.g. municipal account, signed lease agreement etc. (as per section 3 par 29.3.1) Note: must corroborate with address provided in section 12	
10.	Financial Statements not older than 18 months. (as per section 3 par 29.4)	
11.	Record of support and infrastructure per province (as per section 3 paragraph 29.3)	

**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** : \_\_\_\_\_

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## CONTENT PAGE

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

### SECTION A

#### Glossary

- 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 and Selection Process
- Section 6 : Terms of reference
- Section 7 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 8 : Declaration of Interest (SBD 4)
- Section 9 : Declaration of Bidder's past SCM Practices (SBD 8)
- Section 10 : Certificate of independent bid determination (SBD 9)
- Section 11 : The National Industrial Participation Programme ( SBD 5)
- Section 12 : Confirmation Form
- Section 13 : 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 NPA 08-16/17 CLOSING DATE 03 October 2016 CLOSING TIME 11:00am

DESCRIPTION Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA for a period of three (3) years.

VALIDITY Offer to be valid for 90 days from the closing date of the bid.

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

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

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

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

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

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

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

NAME OF BIDDER .....

POSTAL ADDRESS.....

STREET ADDRESS .....

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

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE .....NUMBER.....

EMAIL 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

Bidder's Initial/Signature: \_\_\_\_\_



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**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

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

.....

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

OR.....

A REGISTERED AUDITOR .....

[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 .....

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

**Contact Person:** Halala Nsibande

**E-mail address:** [tenders@npa.gov.za](mailto:tenders@npa.gov.za)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Adv. Richard J Chinner

**E-mail address:** [tenders@npa.gov.za](mailto:tenders@npa.gov.za)

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## SECTION 2

### GENERAL CONDITIONS OF CONTRACT

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

##### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 R SA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not 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



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components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding 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](http://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



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person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the



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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 analysed 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

## **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

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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 SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

- Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 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



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delivery note and upon fulfilment 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 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.

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## **22. Penalties**

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

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 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:
- (d) the name and address of the supplier and/or person restricted by the purchaser;
  - (e) the date of commencement of the restriction
  - (f) the period of restriction; and
  - (g) 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

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business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 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

#### **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.



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## **28. Limitation of liability**

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

## **29. Governing language**

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

## **30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

## **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services

## **33. National Industrial Participation Programme (NIP)**

- 33.1 The NIP programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **34. Prohibition of Restrictive practices.**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of



Bidder's Initial/Signature: \_\_\_\_\_



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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 concern.

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### SECTION 3

#### **SPECIAL CONDITIONS OF THE BID:**

1. Bids submitted must be in line with the detailed specification. 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. 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 document.
4. The NPA reserves the right:
  - 4.1. not to appoint anyone and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
  - 4.2. to award a bid to one or more service providers.
  - 4.3. to award the bid as a whole or in part.
  - 4.4. 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")
  - 4.5. To amend any bid condition, validity period, or extend the closing date of bids.
  - 4.6. 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.
  - 4.7. To conduct site inspections and or due diligence, 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.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
6. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
7. Bidders must submit Central Supplier Database (CSD) registration and unique numbers with the bid document.
8. As per National Treasury circular bidders are required to register their companies on the central supplier database (CSD) since suppliers who are not registered may not be awarded bids with effect from 1 July 2016. Bidders are encouraged to register on the Central Supplier Database prior to submitting bids.
9. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof/ Sworn Affidavit signed by the Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a B-BBEE Status Level Verification Certificate must be submitted.
10. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.

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## 11. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 11.1. The NPA reserves its right to disqualify any bidder who with or without their company / business, whether in respect of the NPA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("**Government Entity**"), –
- 11.1.1. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder or company / business in respect of the subject matter of this bid;
  - 11.1.2. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - 11.1.3. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NPA's officers, directors, employees, advisors or other representatives;
  - 11.1.4. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
  - 11.1.5. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity or
  - 11.1.6. has in the past engaged in any matter referred to above.

## 12. INDEMNITY

- 12.1. If a bidder breaches the conditions of this bid and, as a result of that breach, the NPA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process or enforcement of intellectual property rights / confidentiality obligations), then the bidder indemnifies and holds the NPA harmless from any and all such costs which the NPA may incur and for any damages or losses the NPA may suffer.

## 13. PRECEDENCE

- 13.1. This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## 14. TAX COMPLIANCE

- 14.1. No award shall be made to a bidder whose tax affairs are not in order and the NPA reserves the right to withdraw an award made to a Panel Member in the event that it is established that such Panel Member does not remain tax compliant for the full term of the contract.

14.2.

## 15. GOVERNING LAW

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



Bidder's Initial/Signature: \_\_\_\_\_

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## 16. RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL

- 16.1. A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.
17. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting or joint venture agreement, the NPA will enter into a single contract with the principal service provider.
18. Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status and contribution of the company to which work will be sub-contracted with regard to the B-BBEE status level, must be clearly indicated.
19. A bidder may not cede, assign or sub-contract any part of the assignment to any person unless with a written consent of the NPA and/or the court.
20. The NPA will enter into a Service Level Agreement with the successful bidders, effective from the date of bid award, taking all aspects of the contract into account.
21. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
22. The successful service provider(s) will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to immediately cancel this contract in writing.
23. Bidders are requested to place their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each and every place where a signature is required is correctly and fully signed including witnesses where applicable.
24. The bidder must have the infrastructure (physical premises) and the capacity to supply and/or deliver all required services.
25. The bidder must supply and/or deliver the service as specified.
26. In rendering the Auctioneering services to the NPA, the bidder shall at all times:
  - 26.1. Comply with the professional and ethical rules of the auctioneering industry;
  - 26.2. Protect the reputation, image and interests of the NPA;
  - 26.3. Act in the best interest of affected and interested parties;
  - 26.4. Try to retain/obtain the maximum value for the property.
  - 26.5. Ensure that matters are finalised as speedily as possible.
27. The bidder must ensure effective service management and support to the NPA e.g. responsiveness to NPA instructions in terms of turnaround time and providing expert advice and value adding services.
28. The bidder must ensure they provide quality service to the NPA.
29. Bid proposal document should include the following detail/documentary proof but not be limited thereto in relation to the bidder:
  - 29.1. **Bidder's profile** – Short summary and description of the key features of the bidding entity including the legal name of the entity, its principal business address, if applicable an overview of the consortium/joint venture with a description of the corporate organization of the proposed entity including all members of the consortium/joint venture. If applicable, a description of the role of the lead partner and participating companies of the consortium/joint venture.
    - 29.1.1. The profile must include the following:

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- 29.1.1.1. Proof from the bidder company or individual of its current registration with the South African Institute of Auctioneers (SAIA) and,
- 29.1.1.2. In the case of selling fixed property as well, the bidder must provide registration certificates and valid Estate Agency Affairs Board Fidelity Fund Certificates for any person who will be selling properties on behalf of the bidder issued by the Estate Agency Affairs Board (EAAB).
- Within 30 days after the existing certificate(s) lapses, a new valid certificate must be submitted to the NPA.
- 29.1.1.3. The bidder must provide certified proof of:
- 29.1.1.3.1. Fidelity Guarantee,
- 29.1.1.3.2. Professional Indemnity cover and
- 29.1.1.3.3. Public Liability cover.
- Indicate the cover and the level of cover (in Rand Value).
- Regarding 29.1.1: If any of these requirements are not applicable to a bidder, provide detailed reasons. Failure to do so or to submit required proof will result in disqualification of the bid.
- 29.2. The bidder must have **demonstrable experience** in rendering the auctioneering services.
- 29.2.1. To enable the NPA to evaluate the bidder's knowledge and experience, the bidder must provide **documentary proof** of a **minimum** of ten (10) different auctions successfully conducted within 24 months as at the closing date of this bid and the type of property sold (e.g. adverts of assets, proof of sale, etc.)
- 29.3. **Submit record of support and infrastructure per province:**
- 29.3.1. Premises from which the bidder conducts its business,
- 29.3.1.1. **Documentary proof** from a third party e.g. municipal account, telephone account or a signed lease agreement, etc. must be submitted to corroborate the physical address of the business as indicated in section 12 of the bid document. The documentary proof submitted must relate to the address provided in section 12 as well as each provincial or regional office, if applicable.
- 29.3.2. the bidder's communication facilities (i.e. the bidders e-mail address, telephone and facsimile) and
- 29.3.3. the bidder's documents service facilities (A description of the document /record keeping systems sufficient to administer the preservation of assets. Full details of how well electronic as well as paper –based documents and confidential client information will be stored and maintained).
- 29.4. **SMME Enhancement** - The bidder must provide the latest (not older than 18 months as at close of the bid) audited financial statements as presented by an independent auditor/accounting officer.
- 29.5. **Provide a proposal on the proposed methodology.** The bidder must provide its proposed approach indicating how the services will be executed successfully. It must provide a comprehensive proposal to demonstrate their capability to render such services. This will typically include human resources to be employed, key partners to

secure storage facilities, ability to care for movable or immovable property, etc. Refer to Evaluation Criteria, listed under section 5 item 2 of this document.

- 29.6. **Track record and experience** in auctioneering services – The bidder must provide information that demonstrates/adequately proves specific and/or related experience and track record of the auctioneering services and managing seized property. Such claims must be supported with at least three (3) or more references to permit the NPA to verify the claimed capabilities. To support all claims of experience presented and to assist the NPA in reviewing and evaluating of the proposals, the bidders are requested to provide the following:

- 29.6.1. At least three (3) **signed reference letters** of previous clients where similar services required by this tender were offered, listing the services received, indicating client's satisfaction with the auctioneer's delivery of the services, and the period of the contract i.e. Start and end date of contract as well as completing section 13 of this document.

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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:
- 1.1.1. Be able to deliver the scope and breadth of services as required.
  - 1.1.2. Be professional and discipline in its service, product and standard
  - 1.1.3. Comply with all other requirements as stipulated in the bid document.

#### 2. FRAUD AND CORRUPTION

- 2.1. All bidders 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 : Halala Nsibande  
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.

#### 4. COMPULSORY BRIEFING SESSION

- 4.1. A briefing session will be conducted at:

Venue and address	Date	Time
VGM Building VGM Building Auditorium 123 Westlake Avenue Weavind Park Silverton Pretoria	13 September 2016	11h00

**Attendance of this briefing session is compulsory; failure to attend will result in disqualification of your bid proposal.**

- 4.2. 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)

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## 5. SUBMITTING BIDS

- 5.1. One (1) original two (2) copies of the bid documents clearly labelled and must be handed in / delivered to the address indicated below:

The Tender Box: Supply Chain Management  
VGM Building  
123 Westlake Avenue  
Weavind Park  
Silverton  
**PRETORIA**

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

- 5.2. Should there be any bona fide discrepancy between the original document and the copy; the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 5.3. All paper copies must be neatly bound. All additions to the bid documents, i.e. appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation etc. shall be neatly bound as part of the schedule concerned.
- 5.4. All bids in this regards shall only be accepted if they have been placed in the bid box on or before the closing date. The NPA will not accept responsibility for any documentation which gets lost.
- 5.5. Bid responses sent by courier must reach the NPA on or before the closing date, stipulated time and must be deposited in the bid box. Failure to comply with the requirement will result in the bid proposal being treated as a "late bid" and will not be considered.
- 5.6. 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 signatories.

## 6. MARKING ON BID ENVELOPE / PACK

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

- |   |                         |
|---|-------------------------|
| <input type="checkbox"/> Attention                          | The Tender Box:         |
| <input type="checkbox"/> Bid number                         | Supply Chain Management |
| <input type="checkbox"/> Closing date and time              | NPA 08-16/17            |
| <input type="checkbox"/> The name and address of the bidder | 03 October 2016 @11h00  |

- 6.2. 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.
- 6.3. Documents submitted on time by bidders shall not be returned.
- 6.4. Failure to comply with this requirement will result in your proposal being treated as a "late bid proposal" and will not be considered.

## 7. LATE BIDS

- 7.1. Bids received late, shall not be considered. A bid will be considered late if it arrived one second after 11:00am or any time thereafter. The tender (bid) box shall be locked at exactly 11:00am and bids arriving late will not be considered under any circumstances). Bidders are therefore strongly advised to ensure that bids are



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dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

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

## 8. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

### 8.1. From Pretoria City Centre

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

### 8.2. N1 from North

8.2.1. 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.

### 8.3. N1 from South (coming from Johannesburg)

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

8.3.2. 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 Cresswell 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.**

## 9. ACCESS TO INFORMATION

9.1. All bidders will be informed of the status of their bid once the bid process has been completed.

9.2. Requests for information regarding the bid process will be dealt with in line with the relevant legislations.

## 10. REASONS FOR REJECTION

10.1. The NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

10.2. The NPA may disregard the bid of any bidder if that bidder, or any of its directors:

10.2.1. Have abused the SCM system of NPA;

10.2.2. Have committed proven fraud or any other improper conduct in relation to such system;

10.2.3. Have failed to perform on any previous contract and the proof exists;

10.2.4. Bidders that submit an incomplete information and documentation according to the requirements of the terms of reference.

10.2.5. Such actions shall be communicated to the National Treasury.



Bidder's Initial/Signature: \_\_\_\_\_

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10.2.6. Bidders who receive information not available to other vendors through fraudulent means.

10.2.7. Bidders that fail to submit a bid proposal

#### **11. CANCELLATION OF BID PROCESS**

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

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## **SECTION 5**

### **EVALUATION AND SELECTION PROCESS**

All bids received will be evaluated. The evaluation process comprises the following phases:

#### **PHASE 1: SCREENING PROCESS (COMPLETENESS OF DOCUMENTATION)**

During this phase bids will be reviewed to determine whether a bidder submitted compliance information, all standard bidding documents and whether such documents were signed by a duly authorized representative.

#### **PHASE 2: FUNCTIONAL EVALUATION**

Only bidders that have met the screening process will be qualified for functional evaluation. In this phase the evaluation will be based on the bidder's response in respect of the bid proposal (evaluated on the minimum functional terms of references). Prospective bidders who score a minimum qualifying score of 60% or more on functionality will form part of the panel of approved bidders.

#### **FUNCTIONAL EVALUATION**

Bid proposals 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.

**The score for functionality evaluation process will be calculated as follows:**

EVALUATION CRITERIA FOR AUCTIONEERS				
Item	Description	Details	Documents required	Weight
1	Infrastructure	Submit record of support and infrastructure per province - Capacity	Provide written summary, documentary proof from a third party e.g. municipal account, telephone account or a signed lease agreement, etc. to corroborate the physical address of the main office per province from where the bidder will operate.	10.00
			Indicate capacity/resources in undertaking the project. Inclusive of human resources, key partners to secure storage facilities, ability to care for movable or immovable property, etc.	25.00
		Submit record of the bidder's document service facilities per province.	Provide proof of the bidders documents service facilities. A description of the document /record keeping systems sufficient to administer the preservation of assets. Full details of how well electronic as well as paper –based documents and confidential client information will be stored and maintained.	10.00
2	Methodology	Provide a proposal on the proposed methodology. The bidder must provide its proposed approach indicating how the services will be executed successfully.	Provide a comprehensive proposal to demonstrate your capability to deal with the following property: 2.1 A bonded residential property in Camps Bay, Cape Town with an estimated market value of R65million 2.2 Various luxury cars including the latest Ferrari, Porsche, Rolls Royce and Bugatti's which were bought with cash and some financed by a bank. 2.3 2015 Toyota Hilux Bakkie financed by a bank. 2.4 A cattle farm with livestock 2.5 A thoroughbred racehorse 2.6 A range of Patek Philippe, TAG Heuer and Breitling watches 2.7 Expensive household goods including furniture and household appliances 2.8 Unsellable items 2.9 Vehicles that are non-runners 2.10 Goods damaged in transit 2.11 Goods damaged in a fire at your warehouse 2.12 Goods stolen from your warehouse	25.00
3	Knowledge & Experience	Track record and experience in auctioneering services	To enable the NPA to evaluate the bidders knowledge and experience, the bidder must provide documentary proof of a <b>minimum</b> of ten (10) different auctions successfully conducted within 24 months as at the closing date of this bid and the type of property sold (eg adverts of assets, proof of sale, etc).  10 various transactions = 3 Between 11 and 20 various transactions = 4 points Between 21 and above various transactions = 5 points	25.00
4	Financial	SMME Enhancement (Gross annual sales) of the bidder as per the financial statements provided	a) Above R 4 million and more 1 = points b) Above R 3 million to R 4 million 2 = points c) Above R 2 million to R 3 million 3 = points d) R 1 million to R 2 million 4 = points e) R 999,999 and below 5 = point f) Non-submission 0 = points	5.00
				100.00
	THRESHOLD			60%

$$P_s = \frac{SO}{MS} \times 100$$

Where:

Ps = points scored for functionality by bid under consideration

So = total score of bid under consideration

Ms= maximum possible score, i.e. 5x 100 = 500



Bidder's Initial/Signature: \_\_\_\_\_

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Ap = points allocated for functionality (in this bid = 100)

- 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.  
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 60 (%) percent on functionality will form part of the panel of approved bidders

## PRICE EVALUATION

1. There will be no price evaluation.

## PRICE PROPOSAL:

2. Prospective panel members must provide a fee proposal to the NPA.
3. They must also provide a pricing proposal relating to disbursements. The disbursements of the auctioneer include but are not limited to the cost of collection, storage, insurance, advertising and cleaning.
4. The Auctioneer shall provide a detailed proposal relating to disbursements as follows but not limit to the issues mentioned:
  - 4.1. Price structure for reimbursable items must indicate the following but is not limited thereto:
    - 4.1.1. Transportation cost, viz. rate/s per kilometre.
    - 4.1.2. Cost structure of advertisements (e.g. electronic and media).
    - 4.1.3. Storage costs for goods, inclusive of unsellable goods (per square metre and daily rate).
    - 4.1.4. Evaluation costs.
    - 4.1.5. Cleaning services.
    - 4.1.6. Maintenance services.
    - 4.1.7. Costs related to change of ownership.
  - 4.2. Separate rates/charges should be provided for each aspect of the work to be done.
  - 4.3. All prices must include VAT.
  - 4.4. Accountability on risks and liability (including value of insurance).
  - 4.5. Insurance coverage in the event of theft or damage to property
  - 4.6. Whether you can deal with immovable property.
  - 4.7. Plan of action to deal with unsellable goods.
  - 4.8. Which services will be outsourced.
  - 4.9. How prices will vary for three consecutive years.
5. The NPA reserves the right to consider the guidelines on travel and subsistence rates as set out in the National Treasury circular note No. 4 of 2016/2017 which must be read in conjunction with the SCM Treasury instruction note no. 1 of 2016/17 which gives effect to the implementation of the National Travel Policy Framework.

The above information will be used to:

- 5.1. understand the industry and determine fair and realistic fees and disbursement rates which will be the basis of further negotiations with auctioneers that are considered for appointment in a particular case.
- 5.2. classify auctioneers in terms of their ability to
  - 5.2.1. deal with movable or immovable property.
  - 5.2.2. Provide competitive storage facilities.
- 5.3. determine the risk for the NPA if valuable items are entrusted to an auctioneer.

Bidder's Initial/Signature: \_\_\_\_\_

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## SECTION 6

**TERMS OF REFERENCE: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO PROVIDE AUCTIONEERING SERVICES AND STORAGE FACILITIES TO THE NPA AS AND WHEN REQUIRED.**

### 1. PURPOSE OF THE BID

- 1.1 The purpose of this bid is to appoint persons (hereinafter referred to as auctioneers) to manage seized property and to provide auctioneering services and storage facilities to the NPA for a period of three (3) years in asset forfeiture matters.
2. The objectives of appointing auctioneers is to:
  - 2.1 Reduce costs associated with appointment of a curator.
  - 2.2 Deal quickly and effectively with seized or forfeited/confiscated property.
  - 2.3 Facilitate uniformity in various NPA offices.
3. Court orders will normally authorise auctioneers to do the following but not limited thereto:
  - 3.1 Assume control of the realisable property and take it into his custody;
  - 3.2 Sell the realisable property at the best market related price and as approved by the applicant;
  - 3.3 Pay any outstanding debts relating to the realisable property from the amount realised and as approved by the applicant;
  - 3.4 Deduct any reasonable expenses incurred in the sale of the realisable property from the amount realised and as approved by the applicant;
  - 3.5 Pay the balance of the proceeds in satisfaction of the confiscation order as directed by the applicant;
  - 3.6 Perform any ancillary acts which, in the opinion of the auctioneer, subject to any direction by the applicant, are necessary.
  - 3.7 File a report with the applicant and the High Court, indicating the manner in which he concluded the administration of the property, and complied with the terms of the order as soon as possible but within a period of 30 days of disposing of the realisable property,
4. The court order will further direct all persons occupying or in control of the realisable property to vacate and surrender the property to the auctioneer, on presentation of this order.
5. In relation to immovable property, the Registrar of Deeds is directed in court orders to remove all existing interdicts and/or endorsements on the realisable properties and to transfer the said properties in accordance with the instructions of the auctioneer.
6. General duties of auctioneers:
  - 6.1 Determining the value of the property, when required by the NPA. In such a case the condition and value of the property at the time of appraisal must be indicated.
  - 6.2 Necessary pre-auction preparations, e.g. advertisements.
  - 6.3 The arrangement of property preview days at least 7 days before auction day.
  - 6.4 The management of the auction.
  - 6.5 To refer offers received to the NPA for consideration before accepting any offer.
  - 6.6 To accelerate the transfer of ownership.
  - 6.7 To effect payment in accordance with the court order to CARA/victim on the next business day after receipt of payment.



Bidder's Initial/Signature: \_\_\_\_\_

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- 6.8 To provide a final report within 30 days or as prescribed by the NPA or court order.
- 6.9 The final report must contain supporting documentation reflecting the proceeds of sale, expenses incurred and proof of deposits into the Criminal Assets Recovery Account (CARA) or victim's account.
- 6.10 Should the NPA lose the case the appointed auctioneer will only release the property upon receipt of a letter and/or court order from the NPA authorising the release of the property to the respondent or defendant. In this case, incidental costs will be paid by the NPA on receipt of a valid invoice and relevant supporting documentation.
- 6.11 The Auctioneer shall undertake all aspects of each disposal action via auction, except if agreed otherwise in writing by the NPA.
- 6.12 Auctions and every other aspect of the auctioneer's interaction with the NPA will be conducted transparently and with integrity. Commitment to such undertaking shall form part of the bid proposal.
7. The person/entities appointed (hereinafter referred to as auctioneer) will be responsible, in the case of movable assets, for the following but not limited to:
  - 7.1 Determining the condition of the property in advance in order to provide suitable transportation.
  - 7.2 Make arrangements, as far as possible in advance for the upliftment of the property as directed by the court order.
  - 7.3 Collect the property from the respondent/defendant's premises, pound or wherever the property might be kept.
  - 7.4 Provide a secure and safe storage facility.
  - 7.5 Thorough cleaning of the property whilst in storage and before disposal.
  - 7.6 Cleaning, assembling (where applicable), preparing and displaying property in such a way as to maximise its return.
8. The auctioneer will be responsible, in the case of immovable assets, for the following but not limited to:
  - 8.1 The appointment of a conveyancer, if necessary.
9. The following documents will be provided to the auctioneer, if applicable:
  - 9.1 Copy of the court Order.
  - 9.2 Letter authorising the auctioneer/representative to take control of the property.
  - 9.3 A letter authorising the auctioneer to apply for duplicate registration papers in the case of a motor vehicle.
  - 9.4 Copy of the e-natis print out in relation to a motor vehicle if applicable.

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## SECTION 7

### 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/not exceed R1 000 000 (all applicable taxes included) and therefore the.....**90/10**..... preference point 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.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 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

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a



Bidder's Initial/Signature: \_\_\_\_\_



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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;

- (d) **“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;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“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;
- (g) **“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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“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;
- (k) **“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;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“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;
- (p) **“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;
- (q) **“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;
- (r) **“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
- (s) **“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.

### 3. ADJUDICATION USING A POINT SYSTEM



Bidder's Initial/Signature: \_\_\_\_\_

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

#### 4. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE 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.

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- 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 1.4 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 a sworn affidavit.

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME.

(**Tick applicable box**)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....



Bidder's Initial/Signature:\_\_\_\_\_

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9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (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



Bidder's Initial/Signature: \_\_\_\_\_

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been applied; and forward the matter for criminal prosecution

(e) forward the matter for criminal prosecution.

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

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## SECTION 8

## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>, 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.

<sup>1</sup>"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.

<sup>2</sup>"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?



Bidder's Initial/Signature:\_\_\_\_\_

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2.7.1 If so, furnish the following particulars:

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**



Bidder's Initial/Signature: \_\_\_\_\_

Bid No: NPA 08-16/17	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA for a period of three (3) years.	

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 whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

### 4 DECLARATION

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



Bidder's Initial/Signature: \_\_\_\_\_



Bid No: NPA 08-16/17	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA for a period of three (3) years.	

## SECTION 9

## 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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	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:		

Bid No: NPA 08-16/17	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA 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**

## SECTION 10

## SBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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;
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;

Bidder's Initial/Signature: \_\_\_\_\_

Bid No: NPA 08-16/17	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA for a period of three (3) years.	

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 consortium<sup>3</sup> 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.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



Bidder's Initial/Signature: \_\_\_\_\_

Bid No: NPA 08-16/17	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA for a period of three (3) years.	

## SECTION 11

## 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.



Bidder's Initial/Signature: \_\_\_\_\_

Bid No: NPA 08-16/17	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA for a period of three (3) years.	

- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr.Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394-2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

#### **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval 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			

Bid No: NPA 08-16/17	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA for a period of three (3) years.	

## SECTION 12

### Confirmation

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

### 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.**

Bid No: NPA 08-16/17	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a panel of service providers to provide auctioneering services and storage facilities to the NPA for a period of three (3) years.	

### SECTION 13

#### Bidder's Experience (At least three (3) signed references letters or more)

NAME OF BIDDER: .....	BID NO.: <b>NPA 08-16/17</b>
-----------------------	------------------------------

**[Note to the bidder:** The bidder must complete the information set out below in response to the requirements stated in section 3, paragraph 29.6.1 of bid conditions, page 22 of this bid document. 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 type, size and complexity to the required services set out for this bid**

Client's name, Contact person and contact details	Project description	Project Cost	Project period (Start and End Dates)	Description of service performed and extent of bidder's responsibilities