

Bid No: NPA 02-17/18	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide an ethics service delivery hotline to the NPA for a period of three (3) years	



INVITATION TO BID

BID DETAILS

BID NUMBER	: NPA 02- 17/18
ISSUE DATE	: 02 June 2017
CLOSING DATE	: 03 July 2017
CLOSING TIME	: 11h00 am
DESCRIPTION	: Appointment of a service provider to provide an ethics service delivery hotline to the NPA
CONTRACT DURATION	: Three (3) years

DETAILS OF BIDDER

COMPANY NAME: _____

CSD SUPPLIER NUMBER	UNIQUE REGISTRATION NUMBER

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

ORIGINAL ☐ COPY ☐ SOFT COPY ☐

NOTE: 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. [HTTPS:// WWW.CSD.GOV.Z](https://www.csd.gov.z)

DOCUMENTS CHECK LIST

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

Bidder's Signature/ initial: _____

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NO	DOCUMENTS SUBMITTED	TICK (✓)
1.	Proof of registration on the Central Supplier Database (CSD)	
2.	Certified Broad Based Black Economic Empowerment (B-BBEE) Certificate from a verification agency accredited by South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or Sworn Affidavit confirming annual turnover and level of black ownership in case of an EME and QSE	
3.	Bidder's profile	
4.	The bidder must provide its proposed approach/methodology indicating how the service will be executed successfully	
5.	Reference letter/s of previous clients indicating client satisfaction, contract duration, project description and bid amount as per section 3 paragraph 39.2.	
6.	Accredited institutional membership with an ethics institute (attach certified copy of valid certificate)	
7.	Documentary proof from a third party e.g. municipal account, telephone account or a signed lease agreement.	
8.	Certified copies of Identity Documents of Directors/Members/Shareholders	
9.	One (1) original and Two (2) copies of the bid document and CD (Soft copy) optional	

Bidder's Signature/ initial: _____

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FULL DETAILS OF BIDDER

COMPANY NAME : _____

CONTACT PERSON : _____

DATE : _____

E-MAIL ADDRESS : _____

TELEPHONE NUMBER : _____

CELLULAR NUMBER : _____

FAX NUMBER : _____

PHYSICAL ADDRESS : _____

POSTAL ADDRESS : _____

SIGNATURE OF BIDDER : _____

TOTAL BID PRICE INCL VAT : _____

Bidder's Signature/ initial: _____

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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

Bidder's Signature/ initial: _____

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CONTENT PAGE

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

Structure of Proposals

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 Selections Process
- Section 6 : Terms of reference and Chapter 2 of MISS as Annexure A
- 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 Bidders Past SCM Practices (SBD 8)
- Section 10 : Certificate of independent bid determination (SBD 9)
- Section 11 : Confirmation Form
- Section 12 : Pricing schedules
- Section 13 : Bidder's experience

Bidder's Signature/ initial: _____

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SECTION 1

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: **NPA 02-17/18** CLOSING DATE: **03 July 2017** CLOSING TIME: **11:00**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN ETHICS SERVICE DELIVERY HOTLINE 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 (SBD 7)

BID DOCUMENTS MAY BE POSTED TO:
NATIONAL PROSECUTING AUTHORITY
THE BID OFFICE
PRIVATE BAG X 752
PRETORIA
0001

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):

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

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

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

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER 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.....

Bidder's Signature/ initial:_____

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CELLPHONE NUMBER

FACSIMILE NUMBER CODE .NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR☐

[TICK APPLICABLE BOX]

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

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: NATIONAL PROSECUTING AUTHORITY

Contact Person: Khayakazi Zaki

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

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Thomas Mkhathshane

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

Bidder's Signature/ initial:_____

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SECTION 2

GENERAL CONDITIONS OF CONTRACT

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

- 1. Definitions**
1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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- 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 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.

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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

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security

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of the amount specified in the SCC.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such

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- 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

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.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under

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this contract shall be specified in SCC.

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

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21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a 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	<p>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:</p> <p>(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;</p>

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- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name

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

24. Anti-dumping and countervailing duties and rights

24.1

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

25. Force Majeure

25.1

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

25.2

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

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may be settled in a South African court of law.

- | | |
|------------------------------------|---|
| 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. |
| 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier. |
| 28. Limitation of liability | <div style="vertical-align: top; padding-left: 20px;">28.1</div> Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

<div style="padding-left: 40px;">(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an</div>
<div style="padding-left: 40px;">(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.</div> |
| 29. Governing language | <div style="vertical-align: top; padding-left: 20px;">29.1</div> 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 | <div style="vertical-align: top; padding-left: 20px;">30.1</div> The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| 31. Notices | <div style="vertical-align: top; padding-left: 20px;">31.1</div> 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

<div style="vertical-align: top; padding-left: 20px;">31.2</div> 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 | <div style="vertical-align: top; padding-left: 20px;">32.1</div> A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

<div style="vertical-align: top; padding-left: 20px;">32.2</div> A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

<div style="vertical-align: top; padding-left: 20px;">32.3</div> 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 |

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certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Program (NIPP)

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

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

34.3 If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor concerned.

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SECTION 3

SPECIAL CONDITIONS OF THE BID:

1. Bids submitted must be in line with the detailed 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 after adjudication and before awarding 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 proof of 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 consolidated B-BBEE Status Level Verification Certificate must be submitted.

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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.
11. In the event of the services provided by a subcontractor/or joint venture, such subcontractor/or joint venture shall sign a confidentiality and non-disclosure agreement prior to performing the service or accessing such information in order to ensure integrity of the system is maintained.
12. The hotline number remains the property of the NPA and will be transferred to the successful bidder.
13. The successful bidder will carry all related operational costs attached to the telephone line.
14. The bidder shall appoint vetted personnel only. The successful bidder will be required to submit proof of vetting to NPA.
15. The bidder shall report all suspicious and unethical and/or corrupt activities/behaviour to the NPA.
16. The bidder shall be independent, of undisputable repute and shall act in a professional and discreet manner at all times.
17. The bidder shall because of, *inter alia*, data protection and labour law concerns, adhere to legal restrictions imposed on whistle-blowing procedures.
18. The bidder must be accredited by an ethics institute and must be compliant throughout the contract period. The bidder must provide a certified copy of a valid certificate issued by an ethics institute.
19. The bidder must be efficient in delivering high quality information in a timely manner and display professionalism at all times.
20. The bidder must be independent to avoid conflict of interest with clients, stakeholder or other service providers.
21. The bidder must ensure protection of whistle-blower's anonymity and confidentiality in order to prevent victimization and encourage use of the external whistle blowing hotline.
22. The bidder's availability is a priority to ensure easy and reliable access to the external whistle blowing hotline for 24 hours, seven (7) days a week.
23. The bidder shall ensure that all whistle blowers have access to the hotline irrespective of their language, thus all eleven South African official languages shall be provided for. It is essential that any whistle-blower feels free to report in a language of their choice.
24. The bidder must have website access for the submission of voluminous and anonymous reports according to the **Minimum Information Security Standards (MISS) Chapter 2 enclosed as Annexure A in Section 6 of the Terms of References**, relating to the classification of information.
25. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
 - 25.1. 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**"), –
 - 25.1.1. 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;
 - 25.1.2. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a

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- Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 25.1.3. 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;
- 25.1.4. 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;
- 25.1.5. 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
- 25.1.6. has in the past engaged in any matter referred to above.

26. INDEMNITY

- 26.1. 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.

27. PRECEDENCE

- 27.1. 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.

28. TAX COMPLIANCE

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

29. GOVERNING LAW

- 29.1. 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.

30. RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL

- 30.1. 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.

31. 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.

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32. 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.
33. 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.
34. 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.
35. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
36. 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.
37. 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.
38. The bidder must have the infrastructure (physical premises) and the capacity to supply and/or deliver all required services.
39. **THE BID PROPOSAL DOCUMENT SHOULD INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING IN DETAIL:**
 - 39.1 **Bidder's profile** – Short summary and description of the key features of the bidder. The legal name of the entity, the principal business, if applicable an overview of the consortium with a description of the corporate organization of the proposing entity, including all members of the consortium and/sub-contracts. If applicable, a description of the role of the lead partner and participating companies of the consortium.
 - 39.2 **Track Record and Experience in ethics hotline service (whistle-blowers)** – The bidder must provide information that demonstrates relevant experience and track record in ethics hotline services. Such claims must be supported to permit the NPA to verify claimed capabilities. To support all claims of experience presented and to assist NPA in reviewing and evaluation of the proposals, the bidders are requested to provide the following:
 - Signed reference letter/s (**focus will be on the number of years of experience rather than the number of letters**) of client/s where such services required were/are rendered, listing the services received, the period of the contract i.e. start and end date of contract as well as completing section 14 of this document.(Note that the focus to these letter/s should address the relevant work experience of the bidder, not the proposed approach to the requirement).Client satisfactory may be verified by the NPA.
 - 39.3 **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. The methodology must include but not limited to execution plan, facility infrastructure, call centre service 24/7, reports and reporting etc.
 - 39.4 **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 on

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section 13 of the bid document. The documentary proof submitted must relate to the address provided on the bid document.

39.5 The bidder must demonstrate their ability to safe guard information received, keep information confidential and free from manipulation in order to ensure the integrity of the information transferred to the NPA is maintained.

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SECTION 4

BID SUBMISSION REQUIREMENTS

1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

1.1 NPA invites bids from bidders who comply with the requirements for this bid. In view of the scope of work required in this bid, NPA has decided that the bidder must:

- Be able to deliver the scope and breadth of services as required.
- Comply with all other requirements as stipulated in the bid document.

2. FRAUD AND CORRUPTION

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

3. CLARIFICATION / QUERIES

3.1 Telephonic requests for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference/specifications, or any other aspect concerning the bid or bid document, is to be requested in writing (letter, facsimile or e-mail) from the following contact person, stating the bid reference number:

Bid Enquiries : Khayakazi Zaki
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. SUBMITTING BIDS

4.1 One (1) original, two (2) copies and optional CD (soft copy) of the bid proposals must be handed in / delivered to the address indicated below:

PHYSICAL ADDRESS	COURIER / POSTAL ADDRESS
NATIONAL PROSECUTING AUTHORITY VGM BUILDING WEAVIND PARK 123 WEST LAKE AVENUE SILVERTON PRETORIA	NATIONAL PROSECUTING AUTHORITY THE BID OFFICE PRIVATE BAG X 752 PRETORIA 0001

4.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date and time of the bid on the addresses as outline in paragraph 4.1 above. The NPA will NOT take responsibility for any bid documents received late.

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

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- 4.3 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 4.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 4.5 The NPA will not accept responsibility for any documentation which gets lost.
- 4.6 An original version of the bid must be submitted. The original version must be signed in ink, by an authorized employee or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 4.7 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting the bulky documents .NPA will not take responsibility for the bid documents left anywhere else either than the tender box as indicated in paragraph 4.1 above. Bidders are encouraged to call 012 845 6037/6077 or to email to tenders@npa.gov.za to make arrangements

5. MARKING ON BID ENVELOPE / PACK

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

- ☐ Attention : Tender Box :
- ☐ Bid number : Supply Chain Management
- ☐ Closing date and time : NPA 02-17/18
- ☐ The name and address of the bidder : **03 July 2017**

- 5.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date of the bid on the addresses as outline on paragraph 5.1 above. The NPA will NOT take responsibility for any bid documents received late.
- 5.3 Documents submitted on time by bidders shall not be returned.

6. LATE BIDS

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

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7. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

From Pretoria City Centre

Take the Pretoria Road (extension of Church Street East) leading to Silverton. Turn left (north) into Creswell Street opposite the Botanical Gardens. Proceed until you get to the second street and turn left into Hartley Street. Continue straight ahead, this will take you to the main entrance of the VGM building.

N1 from North

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

N1 from South (coming from Johannesburg)

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

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

8. ACCESS TO INFORMATION

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

9. REASONS FOR REJECTION

- 9.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 9.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:
 - 9.2.1 Have abused the SCM system of NPA;
 - 9.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
 - 9.2.3 Have failed to perform on any previous contract and the proof exists;
 - 9.2.4 Such actions shall be communicated to the National Treasury.
- 9.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.
- 9.4 Bidders that fail to submit a bid proposal in terms of section 3, clause 39

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10. CANCELLATION OF BID PROCESS

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

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SECTION 5

EVALUATION AND SELECTION PROCESS

All bids received will be evaluated in accordance with the 80/20 preference points system as prescribed in the Preferential Procurement Regulation of 2017. The evaluation process comprises of the following phases:

PHASE 1: SCREENING PROCESS (COMPLETENESS OF DOCUMENTATION)

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

PHASE 2: MANDATORY REQUIREMENTS EVALUATION PROCESS

Only bidders that met the screening process will qualify for the mandatory requirements evaluation process. In this phase the evaluation will be based on bidder's response in terms of compliance.

1. SPECIAL INSTRUCTIONS TO BIDDERS

- 1.1 Bidders shall provide complete and accurate responses for this phase. Bidders must mark (X) comply and provide comments regarding compliance. Bidders **MUST** substantiate their response including full details on how their proposal/solution will address specific functional requirements and be adequately referenced. **Failure to substantiate bidder's response will disqualify the bid.**
- 1.2 If bidders do not comply fully with each of the mandatory requirements, the bid will be disqualified. No indication on mandatory fields will be regarded as non-compliance.
- 1.3 Bidders must meet the following mandatory requirements and failure to do so will lead to disqualification from further evaluation.

MANDATORY COMPLIANCE REQUIREMENTS

Requirement	Comply	Comment
1. Call centre service available 24 hours a day, seven (7) days a week.		
2. Service to be available in all eleven (11) official languages		
3. Facility to accommodate all types and forms of reporting by whistle blowers		
4. Cutting edge information technology to ensure safe keeping and transmission of data from the hotline call centre to the NPA.		

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PHASE 3: FUNCTIONALITY EVALUATION

Only bidders that qualified on the mandatory requirements evaluation process will be evaluated on functionality. In this phase the evaluation process 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% (sixty percent) or more on functionality will qualify for the next phase. Bid proposal methodology will be evaluated on a scale of 0-5 in accordance with the criteria below. The rating will be as follows; 0=Non-submission; 1=poor; 2=Average; 3=Good; 4=Very Good and 5= Excellent.

FUNCTIONALITY CRITERIA – PHASE 3	WEIGHT
1. Proposed methodology	
<p>Bidders must provide a comprehensive proposal demonstrating capability to render the services required. The proposal must include, but is not limited to the following:</p> <ul style="list-style-type: none"> ▪ Facility infrastructure ▪ Call centre service 24/7 ▪ Reports and reporting 	60
2. Track record and experience in ethics hotline service delivery	
<p>The bidder must provide information that demonstrates relevant experience on hotline service delivery by providing documentary proof in the form of contactable reference letter(s) (on a letter head of the referee and signed by the relevant authority) confirming the exact start and end dates of the contract(s) where such services were/are rendered.</p> <p>Non submission and less than one (1) year = 0 point One (1) year to two (2) years = 1 point More than two (2) years to three (3) years = 2 points More than three (3) years to four (4) years = 3 points More than four (4) years to five (5) years = 4 points More than five (5) years and above = 5 points</p>	10
3. Integrity, security and confidentiality	
<p>The bidder must demonstrate their ability to safeguard all information received, keep the information confidential and free from manipulation in order to ensure the integrity of the information transferred to the NPA is maintained through the usage of cutting edge information technology as per par 8.1 page 10</p>	20
4. Accreditation	
<p>Accredited institutional membership with an ethics institute (attach certified copy of valid certificate).</p> <p>submission = 0 point Not Accredited = 1 point Accredited = 5 points</p>	10
Functional Total	100
Threshold	60%

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The percentage for functionality will be calculated as follows:

$$Ps = \frac{so}{ms} \times 100$$

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

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 (%) per cent on functionality will form part of the panel of approved bidders

PHASE 4: PRICE AND B-BBEEE STATUS LEVEL CONTRIBUTION

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

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SECTION 6

TERMS OF REFERENCE: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE AN ETHICS SERVICE DELIVERY HOTLINE TO THE NATIONAL PROSECUTING AUTHORITY FOR A PERIOD OF THREE (3) YEARS.

1. PURPOSE OF THE BID

- 1.1 The purpose of this bid is to appoint a service provider to provide an ethics service delivery hotline to the National Prosecuting Authority.

2. BACKGROUND

- 2.1 The National Prosecuting Authority (NPA) similarly referred to as the National Directorate of Public Prosecutions (NDPP) was established in 1998 by section 179 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996). The Constitution of the Republic of South Africa Act 108 of 1996 regulates the official activities and business of the NPA. In terms of section 195 of the Constitution of the Republic of South Africa Act 108 of 1996, the National Prosecuting Authority as a public administration institution is accountable to deliver an impartial, fair, equitable and unbiased service to the public. Therefore, the promotion of a high standard of professional ethics and the delivery of efficient and fair service to the public in general has become the NPA's top priorities.
- 2.2 The NPA's constitutional obligation is to enhance the capacity of the state and South African society to combat crime. All government departments are obliged to create capacity internally to ensure the implementation of the four pillars of the Minimum Anti-Corruption Capacity and be able to deliver on the prevention, detection, investigation and resolution on any unethical conduct, fraud and corruption.
- 2.3 Chapter 2 of the Public Service Regulations of 2016 places an obligation on executive authorities to designate suitably qualified ethics officers to promote and advise on ethical behavior as well as to monitor unethical and corrupt activities. Accordingly, the NPA mandated the Integrity Management Unit (IMU) to create an ethical culture and maintain a higher level of integrity within the NPA.

3. SCOPE OF WORK

- 3.1 The bidder is required to provide on the following deliverables:
- 3.1.1 Service the NPA toll-free hotline number 24/7
 - 3.1.2 Transmission of reports
 - 3.1.3 Reporting
 - 3.1.4 Maintain integrity and confidentiality of information

4. INFRASTRUCTURE AND CAPACITY REQUIREMENTS

4.1 The bidder shall be responsible for the provision of the following:

4.1.1 24/7 Ethics Hotline infrastructure

- An independently and off-site service of 0800 212 580 number must be accessible to all potential whistle blowers 24/7 nationally.

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- A fax and e-mail facility for transmission of information as an alternative to toll-free calls.
- A facility to accommodate all types and forms of reports by potential whistle-blowers.
- Usage of cutting edge recording technology.

4.1.2 Capacity

- Competent staff should operate the hotline
- Ability to handle calls with speed, accuracy and confidentiality.

5. INTEGRITY AND CONFIDENTIALITY

- 5.1 Given the sensitive nature of hotline reports, which at times might implicate officials within the organization, such reports must be free from manipulation. The information must be kept confidential to ensure that the integrity thereof is maintained. To this effect the successful bidder shall sign a confidentiality agreement as part of the contract.

6. DEMARCATED SCOPE OF THE HOTLINE

- 6.1 Whistle-blowers in general and the public in particular, are most likely to report a wide range of issues that seem suspicious to them. Turning away such callers however may alienate callers who have otherwise taken much courage to report their concern.
- 6.2 The bidder must consider any high-liability hotline tip and give such report sufficient attention for purposes of investigation. Issues of accountability in terms of service delivery may include but is not limited to:
- 6.2.1 Service by prosecutors and support staff to the public in general
 - 6.2.2 Unethical or unprofessional conduct by any NPA employee
 - 6.2.3 Incidents of discrimination by NPA employees
 - 6.2.4 Incidents of harassment of public members and or service providers by NPA employees
 - 6.2.5 Labour relations issues
 - 6.2.6 Workplace violence/threat
 - 6.2.7 Legal compliance issues

7. CRITERIA FOR PRIORITIZATION OF HOTLINE REPORTS

- 7.1 It is to be expected that hotline tips will vary in degree of sensitivity and seriousness. Consequently, the bidder must determine upon a list of reports, which are sufficiently critical to require immediate notification.
- 7.1.1 The following possible reports may need immediate notification but not limited to:
- Allegations of poor service delivery by any of the NPA Business Units
 - Unethical and or unprofessional conduct
 - Threat of violence
 - Threat of safety
 - Sexual and other forms of harassment
 - Unfair labour practice
 - Leaking classified information

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8 SAFE DISSEMINATION OF HOTLINE REPORTS

- 8.1 In order to maintain the integrity of the information and hotline system, the smooth dissemination of reports to designated persons in the IMU, must be transferred in a format that is tamper proof e.g. PDF, or encrypted, as to allow the commencement of analysis, assessment and investigation. An electronic system (secured by username and password) needs to be established to ensure secure transmission of reports.

9 HOTLINE RESPONSE LANGUAGE

- 9.1 In order to give access to a wide range of potential whistle blowers, it is important that callers are encouraged and allowed to supply information in the language in which they are most comfortable. To this effect, it is essential that all eleven (11) official languages be catered for during reporting.

10 REPORTING

- 10.1 The bidder shall have a dedicated contact person to liaise with and report on all the activities of the project to the NPA Head office in Silverton, Pretoria.
- 10.2 The bidder shall contact the NPA for reports requiring immediate attention
- 10.3 The bidder must be efficient to deliver high quality information in a timely manner.

11 REPORTS

- 11.1 The bidder must:

- Have the ability to handle reports with speed, accuracy and confidentiality.
- Provide a website for submission of voluminous and anonymous reports.
- Provide an e-mail facility to be used for transmission of reports to the NPA in a tamper proof manner.

- 11.2. The bidder will be required to provide the following reports.

11.2.1 Incident reports

- Notification of daily transmission of reports reflecting incidents recorded within 24 hours requiring immediate attention.
- The IMU will provide feedback on the outcome of reported incident to the bidder upon request by anonymous whistle blowers.

11.2.2 Management reports

- The bidder shall submit monthly reports providing feedback on the amount of calls received, nature of incidents reported and the regions/provinces of the incident. All reports must be submitted within 10 (ten) days after the last day of the month.
- The bidder shall submit quarterly reports giving call volumes and trends on concerns reported. The bidder shall report within 10 (ten) days after the last day of the quarter.

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12 DATA SECURITY

- 12.1 Cutting edge information technology is required to ensure safekeeping and transmission of data from the hotline call centre to the designated persons in IMU.

13 TERMINATION OF SERVICE

- 13.1 At the end of the contract period, the bidder shall provide the NPA with all gathered information in an agreed format, and transfer the telephone number to the NPA.

14. **See enclosed Chapter 2 of Missing Information Security Standards (MISS) as Annexure A**

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ANNEXURE A

MINIMUM

INFORMATION SECURITY

STANDARDS

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CHAPTER 2

DEFINITIONS

1. ACCESS CONTROL

The process by which access to a particular area is controlled or restricted to authorised personnel only. This is synonymous with controlled access. See the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985) as amended.

2. AUTHOR

The head of an institution, or the person acting on his behalf, who prepares, generates, or initially classifies a document or has it classified.

3. CLASSIFICATION

3.1 All official matters requiring the application of security measures (exempted from disclosure) must be classified "Restricted", "Confidential", "Secret" or "Top Secret".

3.2 Upgrading, downgrading and regrading of documents may take place and will involve changing the classification in accordance with the system prescribed (see Chapter 4, paragraph 1.4).

3.4 To avoid confusion, it is essential for all bodies/institutions to maintain uniformity with respect to the classification system, and to assign to documents the same rating in accordance with the degree of security warranted by the contents and nature of the documents. The security classifications as defined below should therefore be applied by all institutions. By "document" is meant those matters set forth in the definitions section of the Protection of Information Act (Act 84 of 1982).

3.4 The classifications mentioned above are described below.

Note: Security measures are not intended and should not be applied to cover up maladministration, corruption, criminal actions, etc, or to protect individuals/officials involved in such cases. The following descriptions should be understood accordingly:

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3.4.1 Restricted

Definition: **RESTRICTED** is that classification allocated to all information that may be used by malicious/opposing/hostile elements to hamper activities or inconvenience an institution or an individual.

Test: Intelligence/information must be classified as RESTRICTED when the compromise thereof could hamper or cause an inconvenience to the individual or institution.

Explanation: **RESTRICTED** is used when the compromise of information can cause inconvenience to a person or institution, but cannot hold a threat of damage. However, compromise of such information can frustrate everyday activities.

3.4.2 Confidential

Definition: The classification CONFIDENTIAL should be limited to information that may be used by malicious/opposing/hostile elements to harm the objectives and functions of an individual and/or institution.

Test: Intelligence/information must be classified CONFIDENTIAL when compromise thereof can lead to:

- the frustration of the effective functioning of information or operational systems;
- undue damage to the integrity and/or reputation of individuals;
- the disruption of ordered administration within an institution; and
- adverse effect on the non-operational relations between institutions.

Explanation: CONFIDENTIAL is used when compromise of information results in:

- undue damage to the integrity of a person or institution, but not entailing a threat of serious damage. The compromise of such information, however, can frustrate everyday functions, lead to an inconvenience and bring about wasting of funds;
- the inhibition of systems, the periodical disruption of administration (eg logistical problems, delayed personnel administration, financial relapses, etc) that inconvenience the institution, but can be overcome; and

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- the orderly, routine co-operation between institutions and/or individuals being harmed or delayed, but not bringing functions to a halt.

3.4.3 Secret

Definition: SECRET is the classification given to information that may be used by malicious/opposing/hostile elements to disrupt the objectives and functions of an institution and/or state.

Test: Intelligence/information must be classified as SECRET when the compromise thereof:

- can disrupt the effective execution of information or operational planning and/or plans;
- can disrupt the effective functioning of an institution;
- can damage operational relations between institutions and diplomatic relations between states;
- can endanger a person's life.

Explanation: SECRET is used when the compromise of information:

- can result in the disruption of the planning and fulfilling of tasks, ie the objectives of a state or institution in such a way that it cannot properly fulfil its normal functions; and
- can disrupt the operational co-operation between institutions in such a way that it threatens the functioning of one or more of these institutions.

3.4.4 Top Secret

Definition: **TOP SECRET** is the classification given to information that can be used by malicious/opposing/hostile elements to neutralise the objectives and functions of institutions and/or state.

Test: Intelligence/information must be classified TOP SECRET when the compromise thereof:

- can disrupt the effective execution of information or operational planning and/or plans;

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- can seriously damage operational relations between institutions;
- can lead to the discontinuation of diplomatic relations between states; and
- can result in the declaration of war.

Explanation : TOP SECRET is used when the compromise of information results in :

- the functions of a state and/or institution being brought to a halt by disciplinary measures, sanctions, boycotts or mass action;
- the severing of relations between states; and
- a declaration of war.

4. CLASSIFIED INFORMATION

Sensitive information which in the national interest, is held by, is produced in, or is under the control of the State, or which concerns the State and which must by reasons of its sensitive nature, be exempted from disclosure and must enjoy protection against compromise.

5. CLASSIFY/RECLASSIFY

The grading/arrangement or regrading/re-arrangement of a document, in accordance with its sensitivity or in compliance with a security requirement.

6. COMMUNICATION SECURITY

That condition created by the conscious provision and application of security measures for the protection of classified communication.

7. COMPROMISE

The unauthorised disclosure/exposure or loss of sensitive or classified information, or exposure of sensitive operations, people or places, whether by design or through negligence.

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8. COMPUTER SECURITY

That condition created in a computer environment by the conscious provision and application of security measures. This includes information concerning the procedure for the procurement and protection of equipment.

Everything that could influence the following is considered to be relevant to computer security:

- The confidentiality of data (an individual may have access only to that data to which he/she is supposed to).
- The integrity of data (data must not be tampered with and nobody may pose as another - e.g. in the electronic mail environment, etc).
- The availability of systems.

9. CONTINGENCY PLANNING

The prior planning of any action that has the purpose to prevent, and/or combat, or counteract the effect and results of an emergency situation where lives, property or information are threatened. This includes compiling, approving and distributing a formal, written plan, and the practise thereof, in order to identify and rectify gaps in the plan, and to familiarise personnel and co-ordinators with the plan.

10. CONTROLLING BODY

The body which in terms of the rationalisation agreement is responsible for controlling the security position within its sphere of responsibility.

11. COPYING / DUPLICATING / REPRODUCING

The making of a copy of any document, whether by copying it out by hand, by photographic means or by any other means.

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12. DECLARATION OF SECRECY

An undertaking given by a person who will have, has or has had access to classified information, that he/she will treat such information as secret(see Appendix B).

13. DELEGATE

A delegate is a person who is granted certain powers/authorities or functions in order to represent a higher authority in performing a specific task.

14. DELEGATION

Delegation is the transfer of authority, powers or functions from one person/institution to another.

Delegation takes place in order to effect division of labour since it is physically impossible for a person/institution/body himself/herself to exercise all the powers/authorities assigned to him/her.

Delegatus delegare non potest - A delegate cannot delegate.

15. DESTRUCTION OF CLASSIFIED MATERIAL

The doing away with/expunging or destroying of classified documents.

16. DISPATCHING CLASSIFIED DOCUMENTS

The transfer of classified documents, in any manner whatever or by any channel whatever, from one point to another.

17. DOCUMENT SECURITY

That condition which is created by the conscious provision and application of security measures in order to protect classified documents.

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18. DOCUMENT

In terms of the Protection of Information Act (Act 84 of 1982) a document is:

- any note or writing, whether produced by hand or by printing, typewriting or any other similar process;
- any copy, plan, picture, sketch or photographic or other representation of any place or article;
- any disc, tape, card, perforated roll or other device in or on which sound or any signal has been recorded for reproduction.

19. EMPLOYER INSTITUTION

The institution, whether a public, parastatal or private undertaking (where applicable), that employs any worker, official or officer who actually has, or may probably have, access to classified matters.

20. ESPIONAGE

The methods by which states, organisations and individuals, attempt to obtain classified information to which they are not entitled.

21. HEAD OF AN INSTITUTION

The person who is serving as the head of an institution, whether defined by law or otherwise, including the official acting in his place.

22. INFORMATION SECURITY

That condition created by the conscious provision and application of a system of document, personnel, physical, computer and communication security measures to protect sensitive information.

23. INSTITUTION

Institution means any department of State, body or organisation that is subject to the Public Service Act or any other law or any private undertaking that handles information classifiable by virtue of national interest.

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24. NEED-TO-KNOW PRINCIPLE

The furnishing of only that classified information or part thereof that will enable a person/s to carry out his/her task.

25. PERSONNEL CONFIDENTIAL

A handling instruction indicated on personnel documents. Although these documents are to be handled in the same way as "restricted" documents, this is not a security classification. Should information regarding a personnel member be more sensitive than justified by the terms "Personnel confidential" or "Restricted" it should be classified according to regulations.

26. PERSONNEL SECURITY

Personnel security is that condition created by the conscious provision and application of security measures in order to ensure that any person who gains access to classified information does have the necessary security clearance, and conducts him/herself in a manner not endangering him/her or the information to compromise. This could include mechanisms to effectively manage / solve personnel grievances.

27. PHYSICAL SECURITY

That condition which is created by the conscious provision and application of physical security measures for the protection of persons, property and information.

28. PROTECTION OF PERSONS

The physical protection of identified important persons against violence and insults, as well as the protection of information in the possession of such persons against unauthorised exposure or disclosure to malicious/opposing/hostile elements or persons.

29. RECEIPT OF CLASSIFIED DOCUMENTS

The receipt and documenting or taking on record of classified documents.

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30. SCREENING/ VETTING INSTITUTIONS

Screening institutions are those institutions (the SA Police Service, the National Intelligence Agency, South African Secret Service or the SA National Defence Force) that, in terms of the rationalisation agreement, are responsible for the security screening/vetting of persons within their jurisdictions.

31. SECURITY

That condition free of risk or danger to lives, property and information created by the conscious provision and application of protective security measures. Not to be confused with national security (i.e. peace, stability, development and progress), which is a far broader concept that encompasses not only absence of threats, risk or danger, but also the basic principles and core values associated with and essential to the quality of life, freedom, justice, prosperity and development. (Quoted from the White Paper on Intelligence.)

P PROTECTIVE SECURITY

Much narrower concept than National Security, although very much a part/element of the latter. This concept deals with the provisioning and maintaining of measures to protect lives, property and information and as such could include : vetting, security investigations, guarding, document, personnel, physical and IT security.

32. SECURITY AREA

Any area to which the general public is not freely admitted and to which only authorised persons are admitted.

33. SECURITY AUDIT

That part of security control undertaken to:

- determine the general standard of information security and to make recommendations where shortcomings are identified;
- evaluate the effectiveness and application of security policy/ standards/ procedures and to make recommendations for improvement where necessary;

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- provide expert advice with regard to security problems experienced; and
- encourage a high standard of security awareness.

34. SECURITY CLEARANCE

An official document indicating the degree of security competence of a person.

35. SECURITY COMPETENCE

This is a person's ability to act in such a manner that he does not cause classified information or material to fall into unauthorised hands, thereby harming or endangering the security or interests of the State. Security competence is normally measured against the following criteria: susceptibility to extortion or blackmail, amenability to bribes and susceptibility to being compromised due to compromising behaviour, and loyalty to the state / institution.

36. SECURITY LOCK

A lock with at least six levers or five checks of which the tumblers are not springy (eg Chubb, Abloy and Real).

37. SECURITY MEASURES

All actions, measures and means employed to achieve and ensure a condition of security commensurate with the prevailing threat.

38. SECURITY SCREENING/VETTING

The systematic process of investigation followed in determining a person's security competence.

39. STORAGE

The safekeeping of classified documents in appropriate (prescribed) lockable containers, strongrooms, record rooms and reinforced rooms.

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40. TRANSMISSION SECURITY

Transmission security is a part of communication security and entails the safeguarding and secure use of systems linked to one another for the sake of communication.

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SECTION 7

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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, 2017.

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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the

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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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>

Bidder's Signature/ initial: _____

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Cooperative owned by black people			
Black people who are military veterans			
OR			
Any EME			
Any QSE			

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

8.8 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor has been claimed or obtained on a fraudulent basis or

Bidder's Signature/ initial:_____

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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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	---

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SECTION 8

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.1 Identity Number:.....

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

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

2.4 Tax Reference Number:

2.5 VAT Registration Number:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Bidder's Signature/ initial: _____

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

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

.....
Position occupied in the state institution

Any other particulars:.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

Bidder's Signature/ initial:_____

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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:

.....

.....

.....

2

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 Signature/ initial:_____

Bid No: NPA 02-17/18	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
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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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Bidder's Signature/ initial: _____

Bid No: NPA 02-17/18	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide an ethics service delivery hotline 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

Bidder's Signature/ initial:_____

Bid No: NPA 02-17/18	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide an ethics service delivery hotline to the NPA for a period of three (3) years	

SECTION 10

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

Bidder's Signature/ initial: _____

Bid No: NPA 02-17/18	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide an ethics service delivery hotline to the NPA for a period of three (3) years	

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

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

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

..... Signature Date
..... Position Name of Bidder

Bidder's Signature/ initial: _____

Bid No: NPA 02-17/18	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide an ethics service delivery hotline to the NPA for a period of three (3) years	

SECTION 11

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.

Bidder's Signature/ initial: _____

Bid No: NPA 02-17/18	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide an ethics service delivery hotline to the NPA for a period of three (3) years	

SECTION 12

PRICING SCHEDULE- (FIXED PRICES)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AN ETHICS SERVICE DELIVERY HOTLINE TO THE NPA FOR A PERIOD OF THREE (3) YEARS.

NAME OF BIDDER.....
BID NUMBER.....
CLOSING DATE..... TIME: 11H00am

PRICING	PRICE PER MONTH (INC. VAT)	TOTAL PRICE FOR 3 YEARS (INC. VAT)
	R	R
TOTAL BID PRICE (Inc. vat) (Amount to be transferred to SBD 1)		

CONDITIONS APPLICABLE TO THE BIDDER'S PRICING

- Bidders are required to complete the above table (pricing schedule). **Failure to complete in full will result in disqualification.**
- Only the total bid amount for a period of three (3) years indicated on the pricing schedule should be transferred to SBD 1 and will be utilized in calculating the points for price. **NB: if there are any discrepancies in the pricing schedules, and the SBD 1, only the total bid price indicated on the SBD 1 will be considered.**
- Bidders must complete the pricing schedule (inclusive of any escalation and/or all costs deemed necessary as no additional cost will be admitted later).
- Rates must be quoted in South African Rand and must be inclusive of VAT. Prices are to remain fixed and valid for the period of three (3) years. Non fixed prices will not be considered.

Bidder's Signature/ initial: _____

Bid No: NPA 02-17/18	National Prosecuting Authority
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Bid Description: Appointment of a service provider to provide an ethics service delivery hotline to the NPA for a period of three (3) years	

SECTION 13: Bidder's Experience (signed reference letter or more)

NAME OF BIDDER:	BID NUMBER.: NPA 02-17/18
-----------------------	----------------------------------

[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in paragraph 39.2 of bid conditions. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]

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

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