

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	



INVITATION TO BID

BID DETAILS

BID NUMBER	:	NPA 09-19/20
ISSUE DATE	:	05 July 2019
CLOSING DATE	:	05 August 2019
CLOSING TIME	:	11h00
DESCRIPTION	:	Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance.
MAINTENANCE AND SUPPORT CONTRACT	:	Five (5) years

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

☐

NB. 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.ZA](https://www.csd.gov.za)

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

DOCUMENTS CHECK LIST

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

NO	DOCUMENTS SUBMITTED	TICK (✓)
1.	Proof of registration on a Central Supplier Database registration(CSD)	
2.	Certified Broad Based Black Economic Empowerment (B-BBEE) / Certificate or Sworn Affidavit confirming annual turnover and level of black ownership in case of an EME and QSE signed by the Commissioner of Oaths (SAPS).	
3.	Bidders profile	
4.	Proposed methodology and schedule for project implementation, installation and configuration as per Section 3 Paragraph	
5.	At least one (1) or more reference letters of previous clients indicating client satisfaction, contract duration, project description and bid amount as <i>per section 3 Paragraph</i>	
6.	Certified copies of Identity Documents of Directors/Members/Shareholders	
7.	Submit Curriculum Vitae's and Certificate(s) of experienced resources (Certified Engineers) on the equipment identified to be utilised for the duration of the contract.	
8.	One (1) original and Two (2) copies and optional CD of the bid document	

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

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 : _____

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

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 Selection Process
- Section 6 : Technical Specification
- Section 7 : Pricing Schedule
- Section 8 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 9 : Declaration of Interest (SBD 4)
- Section 10 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 11 : Certificate of independent bid determination (SBD 9)
- Section 12 : Confirmation Form
- Section 13 : Bidder's experience

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

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
OEM	Original Equipment Manufacturer
HO	Head Office

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

SECTION 1
SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NPA 09-19/20	CLOSING DATE:	05 August 2019	CLOSING TIME:	11H00
DESCRIPTION	Provision of Rack Air Containment (RACS) Infrastructure renewal and maintenance for a period of five (5) years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
National Prosecuting Authority					
VGM Building Weavind Park					
123 Westlake Avenue					
Silverton					
Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thembi Ndleleni		CONTACT PERSON	Manith Jugmohan	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenders@npa.gov.za		E-MAIL ADDRESS	tenders@npa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Ye <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	--	---	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p>

VALIDITY PERIOD: OFFER TO BE VALID FOR 90 DAYS FROM CLOSING DATE OF THE BID.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

SECTION 2

GENERAL CONDITIONS OF CONTRACT

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

1. **Definitions**
 1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not 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.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

- | | | |
|--|-----|---|
| 3. General | 3.1 | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. |
| | 3.2 | With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za |
| 4. Standards | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| 5. Use of contract documents and information; inspection. | 5.1 | The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
| | 5.2 | The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. |
| | 5.3 | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. |
| | 5.4 | The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| 6. Patent rights | 6.1 | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| 7. Performance security | 7.1 | Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC. |
| | 7.2 | The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. |
| | 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: <ul style="list-style-type: none"> (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 |

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

- | | | |
|-----------------------------------|------|---|
| 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 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. |
| | 13.2 | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services. |
| 14. Spare parts | 14.1 | <p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 |

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

- | | | |
|---|------|--|
| 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> <ul style="list-style-type: none"> (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or |

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

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

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

- | | | |
|--|------|---|
| 24. Anti-dumping and countervailing duties and rights | 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| 25. Force Majeure | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| 26. Termination for insolvency | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |
| 27. Settlement of Disputes | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. |
| | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| | 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. |
| | 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier. |

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

- | | | |
|---|------|---|
| 28. Limitation of liability | 28.1 | <p>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(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</p> <p>(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.</p> |
| 29. Governing language | 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| 30. Applicable law | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| 31. Notices | 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice |
| | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| 32. Taxes and duties | 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. |
| 33. National Industrial Participation Program (NIPP) | 1.1 | 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 |

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

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.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

SECTION 3

SPECIAL CONDITIONS OF CONTRACT

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
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 reserves the right;
 - Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - To award a bid to one or more service providers.
 - To award the bid as a whole or in part.
 - To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
 - To amend any bid condition, validity period, or extend the closing date of bids.
 - To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
 - To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
4. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
5. Bidders will be pre-qualified to advance certain designated groups in terms of Regulation 4. (1) of the Preferential Procurement Regulation 2017. Only one (1) or more of the following bidders may respond to the bid as stated below:
 - i. An EME or QSE which is at least 51% owned by black people
 - ii. An EME or QSE which is at least 51% owned by black people who are youth;
 - iii. An EME or QSE which is at least 51% owned by black people who are women;
 - iv. An EME or QSE which is at least 51% owned by black people with disabilities.

NOTE: A bid that fails to meet any pre-qualifying criteria stipulated above in the document is an unacceptable bid. Failure to comply with the Pre-qualification criteria will result in immediate disqualification.

6. 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.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

7. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
8. As per National Treasury Instruction, note no. 9 of 2017/2018, bidders are required to register their companies on the Government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number) in order to enable the NPA to verify the bidder's tax status on Central Supplier Database.
9. Bidders are required to provide tax compliance status PIN or the Central Supplier Database Master Registration Number (MAAA Number) to enable the NPA to view their tax profile and verify the bidder's tax compliance status.
10. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation.
11. 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. Affidavits may only be commissioned by a person designated as a Commissioner of Oaths in terms of Section of the Justices of the Peace and Commissioners of Oaths Act, 1963 - 10 July 1998.
12. Any completion of bid documents in **pencil, or the use of correction fluid (Tippex) or erasable** ink will not be acceptable and will automatically disqualify the submitted bid.
13. 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 a principal bidder.
14. Bidders must submit documentary proof of the existence of joint ventures and/or consortium arrangements. The NPA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must be clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Failure to adhere to the condition may lead to the bid being invalidated.
15. In case of a consortium or Joint Venture, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.
16. The principal bidder shall be responsible for the management of the contract. No separate contract shall be entered into between NPA and any sub-contractors. Note: Copies of the signed agreements between the relevant parties must be attached to the proposal.
17. The employees of the bidder may be subject to screening for security purposes by the NPA at least once or as and when other surrounding circumstances so requires.
18. Bidders must provide CV and Certificate(s) of experienced resources (OEM Certified Engineers) that will be responsible for the installation, configuration and maintenance.
19. The service provider may dispose of old RACS, at a buy over cost as approved by the NPA. (No set-off cost against the new infrastructure will be allowed) If the service provider is not disposing of the old RACS, the NPA will follow its internal disposal process to handle the disposal of the old RACS.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

20. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 20.1 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"), –
- 20.1.1 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;
 - 20.1.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - 20.1.3 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;
 - 20.1.4 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;
 - 20.1.5 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
 - 20.1.6 Has in the past engaged in any matter referred to above.

21. INDEMNITY

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.

22. PRECEDENCE

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.

23. TAX COMPLIANCE

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 service provider in the event that it is established that such service provider does not remain tax compliant for the full term of the contract.

24. GOVERNING LAW

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.

25. RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL

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.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

26. 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.
27. The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account.
28. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
29. Bidders are requested to endorse their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each place where a signature is required is correctly and fully signed including witnesses where applicable.
30. The bidder must have the infrastructure (physical premises) and the capacity to supply and/or deliver items/service required.
31. **THE PROPOSAL MUST INCLUDE THE FOLLOWING BUT NOT LIMITED TO:**
 - 31.1 **Bidder's profile** - Short summary and description of the key features of the bidder.
 - The bidder must provide the legal name of the entity, the principal business, and if applicable, an overview of the consortium with a description of the corporate organization of the proposing entity, including all members of the consortia and/sub-contractors, if applicable description of the role of the lead partner and participating companies of the consortium.
 - 31.2 **References and Performance Capabilities** - The bidder must provide information that demonstrates specific and/or adequate proof of related experience and performance capabilities in providing similar service. Such claims must be supported with sufficient references to permit the NPA to verify the claimed capabilities. To support all claims of experience presented and to assist the NPA in reviewing and evaluating the proposals, the bidders are requested to provide the following:
 - One (1) or more reference letter(s) letters (on letter head of referee and signed by the relevant authority) of previous or current clients where similar services are offered indicating the client's satisfaction with the bidder's delivery of the services, and indicating the period of the contract i.e. Start and end Date of the contract as well as completing **Section 3**. (Note that the focus to these letters should address the relevant **work experience** of the bidder not the proposed approach to the requirement).
 - 31.3 **Resources (Certified engineers):** The bidders must provide CV and Certificate(s) of experienced resources (Certified engineers) that will be utilized for the duration of the contract. If there are any replacements, they must be of the same caliber (experience and qualification) and the NPA must be informed in writing before changing the replacement.
 - 31.4 **Proposed methodology, project implementation plan and timelines-** In this section, the bidder must demonstrate the understanding of the project indicating how its tasks and deliverables will be carried out, namely:
 - Provide a detailed project implementation plan with timelines.
 - Specify how installation and configuration will be achieved.
 - Maintenance (preventative and corrective) and support plan

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

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 : Thembi Ndleleni
E-mail : tenders@npa.gov.za

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

4. SUBMITTING BIDS

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

PHYSICAL ADDRESS	POSTAL ADDRESS
NATIONAL PROSECUTING AUTHORITY VGM BUILDING WEAVID 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.

- 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.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

- 4.4 All paper copies must be neatly bound. All additions to the bid documents, i.e. appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 4.5 The NPA will not accept responsibility for any documentation that gets lost.
- 4.6 An original version of the bid must be submitted. An authorized employee must sign the original version in ink, or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- a)
- 4.7 Bulky documents: Bidders are requested to arrange 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
- 4.8 Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.

5. MARKING ON BID ENVELOPE / PACK

- 5.1. Bids should be submitted in a sealed envelope, or sealed pack , marked as follows:
- | | | |
|--|---|----------------------------|
| <input type="checkbox"/> Attention | : | The Tender Box |
| | : | Supply Chain Management |
| <input type="checkbox"/> Bid number | : | NPA 09-19/20 |
| <input type="checkbox"/> Closing date and time | : | 05 August 2019 at 11:00 am |
- 5.2 Failure to do so may result in the proposal not being identified as a bid document. The NPA will not accept responsibility for any misplaced bids.
- 5.3 Documents submitted on time by bidders shall not be returned.

6. LATE BIDS

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

7. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

From Pretoria City Centre

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

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

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; 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 proposal.
- 9.4.1 Bidders who receive information not available to other vendors through fraudulent means.

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.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

SECTION 5

EVALUATION AND SELECTION PROCESS

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

PHASE 1: Initial screening process

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

PHASE 2: Pre-qualification Criteria

Only Bidders that qualified during the screening process will be pre-qualified to advance certain designated groups in terms of Regulation 4. (1) of the Preferential Procurement Regulation 2017. Only one (1) or more of the following bidders may respond to the bid as stated below:

- i. An EME or QSE which is at least 51% owned by black people
- ii. An EME or QSE which is at least 51% owned by black people who are youth;
- iii. An EME or QSE which is at least 51% owned by black people who are women;
- iv. An EME or QSE which is at least 51% owned by black people with disabilities.

NOTE: A bid that fails to meet any pre-qualifying criteria stipulated above in the document is an unacceptable bid. Failure to comply with the Pre-qualification criteria will result in immediate disqualification.

NOTE. FAILURE TO MEET PRE-QUALIFICATION CRITERIA WILL RESULT IN DISQUALIFICATION

1. SPECIAL INSTRUCTIONS TO BIDDERS

- 1.1 Should a bidder have reasons to believe that the technical specification is not open and/or is written for a particular brand or product, the vendor shall notify NPA within ten (10) days after publication of the Invitation to Bid.
- 1.2 Bidders shall provide full and accurate responses in this document, and explicitly state, **comply and provide comments/reference** regarding compliance. Bidders must substantiate their response including full details on how their proposal/solution will address specific functional requirements and be adequately referenced.
- 1.3 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.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

PHASE 4: Functionality Evaluation

Only bidders that have qualified on mandatory requirements evaluation process will be evaluated on functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal. Bidders who score a minimum qualifying score of 60% (percent) or more out of 100 on functionality will qualify to the next phase.

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

EVALUATION CRITERIA	WEIGHT
1. Proposed Methodology	
<p>Bidders must provide a detailed project implementation plan demonstrating the understanding of the project, indicating how its tasks and deliverables shall be carried out, including timelines. The following should be indicated and highlighted on the proposal i.e.</p> <ul style="list-style-type: none"> ▪ Provide a detailed project implementation plan with timelines. = 20 points ▪ Provide solution overview = 10 points ▪ Specify how installation and configuration will be achieved = 10 points ▪ Maintenance (preventative and corrective) and support plan = 10 points 	50
2. Experience and performance capabilities	
<p>Bidders must demonstrate the related experience and performance capabilities by providing documentary proof in the form of one (1) or more reference letters (on letter head of referee and signed by the relevant authority) confirming the period of the contract(s) where similar services were/are conducted indicating the start and end date of each contract.</p> <p> Less than One (1) year = 1 point One (1) to less than three (3) years = 2 points Three (3) to less than five (5) years = 3 points Five (5) to less than seven (7) years = 4 points Seven (7) years and above = 5 points </p> <p>Non-submission of reference letter(s) will score Zero (0) Points.</p>	30
3. Track record and experience	
<p>Bidders must provide CV's and Certificate(s) of experienced resources (OEM Certified Engineer(s)) that will be responsible for installation and configuration.</p> <p>EXPERIENCE</p> <p> None submission of CV's = 0 points Two years and less = 1 Point Up to three (3) years = 2 Points Up to four (4) years = 3 Points Up to five (5) years = 4 Points Above five (5) years and more = 5 Points </p> <p>Failure to submit certificate(s) with CV's will score 0 points</p>	20
Functional Total	100
Threshold	60%

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

The percentage for functionality will be calculated as follows:

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

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

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

Ap = percentage 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 marks scored for each criterion.
- ii. The scores for each criterion will be added to obtain the total score.
- iii. This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 60% on functionality will be evaluated and scored in terms of Price and B-BBEE status level contribution preference points.
- iv. Bidders not meeting a minimum qualifying score of 60% on functionality will be disqualified.

PHASE 5: PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION

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

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

SECTION 6

Specifications: Supply Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.

1. Purpose

- 1.1 The purpose of this bid is to appoint a service provider to provide Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.

1. Background

- 2.1 The NPA offices are dispersed nationally with the Head Office in Pretoria, VGM Building being the nerve centre. All regional offices have localised datacentres that connect to the Head Office and SITA datacentre via Metro fibre and diginet links together with external Internet breakout points. The current RACS in the environment are over 10 years old and are end of life.
- 2.2 The NPA operating platform is primarily Microsoft (MS) Windows Server based 2012 R2, MS Active Directory (AD) 2012, MS SQL 2014 and SharePoint 2012, MS CRM Dynamics 2013, and MS Exchange 2016. User desktop machines are installed with Windows 7, 8 & 10 operating systems, MS Office 2007 to most recent releases. All NPA has distributed architecture with decentralised datacentres
- 2.3 All twenty (20) Director of Public Prosecutions (DPP) offices contain an environmental RACS to host core servers and network peripherals. Two (2) core data centres are hosted Head Office and SITA Centurion. DR centre is not established yet.
- 2.4. In order to service the NPA and ensure business continuity, ISM must provide:
 - 2.4.1 Stable operating platforms to host; voice, data, video; email systems and equipment etc.
 - 2.4.2 Mitigate ICT Risks and ensure the longevity of hardware assets;

3. RACS Hosting

- 3.1 The server farm is made up of HP Blade technology as a physical hardware platform. These servers are HP BL460C G6, DL 380G8 models and further optimised by using Microsoft Hyper-V virtualization technology.
- 3.2 The 19 regional sites are made up of HP ProLiant server technology. These are HP DL380 G6 and G8 servers and are housed in APC Environmental Rack each with its own cooling unit and UPS.
- 3.3 The backup devices at sites are HP Ultrium Tape (LTO5) from loader devices.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

Table 1. Infrastructure and Back Office overview:

Data Centres	Core Datacenters		1
	Smaller localised Datacenters		19
	DMZ		SITA Centurion
	DATA CENTRE 1: VGM Production		Pretoria
	DATA CENTRE 2: ECMS Production		SITA Centurion
Disaster Recovery Site	Not established		
Physical Servers:	Physical	HP GEN 6 – ProLiant	19
		HP GEN 8 - DLS	19
		HP Gen - BLs	48
	Virtual Hosts	Hyper-V Virtualization	176
		VGM - Virtual	79
Virtual Servers	NETAPP 3240 (104x2)		4
Storage Devices	HP MSL4048 LTO-5		2
Environmental RACK	APC Model		20
Tape Libraries	VGM HP MSL6480 LTO-6		19

4. Connectivity and Storage

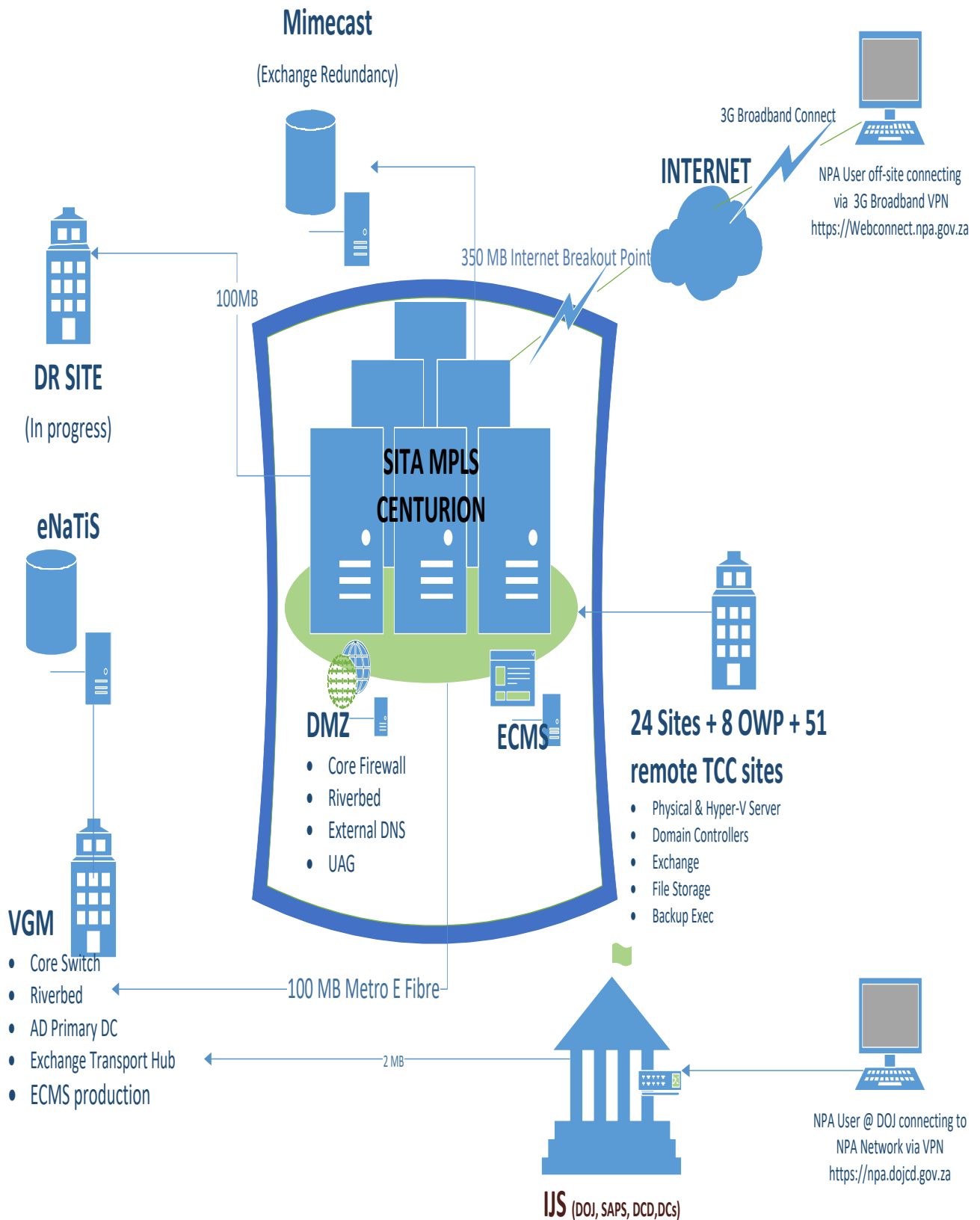
- 4.1 The Wide Area Network (WAN) architecture resides on SITA's MPLS. Metro-E link make up the backbone the SITA NGN.
- 4.2 Storage Area Network (SAN) is a NetApp FAS240 solution situated at Head Office (VGM).
- 4.3 The current backup management solution for the server environment is Symantec Veritas Backup Exec.
- 4.4 An approximate 250 physical and virtual hosts are administered. Weekly data capacity backed-up is averaged: Head Office: 20 Terabytes and Regional sites: 13 Terabytes for 19 sites.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

Table 2. NPA Geographical office distribution of the Rack Air Containment Systems (RACS)				
NO.	SITE NAME	SITE PHYSICAL ADDRESS	SITE CONTACT PERSON	SITE CONTACT NUMBER
1	DPP Pretoria	Protea Towers Cnr Paul Kruger & Pretorius Street Pretoria	Thilivhali Munyai (ICT Administrator)	012 351 6738 082 797 4883
2	SCCU Pretoria	Sinondale Centre George Building 7 th Floor 28 Visagie Street, Pretoria	Thilivhali Munyai (ICT Administrator)	012 401 0459 082 797 4883
3	DPP Johannesburg	Inner Court 74 Church Street, Johannesburg	Madumetja Baloyi (ICT Administrator)	011 220 4000 078 442 2326
4	DPP Cape Town	115 Buitengracht Street Cape Town	Marius Basson (IT Manager)	021 487 7042 071 675 2421
5	DPP Port Elizabeth	18 Grahamstown Road North End, Port Elizabeth	Lungelwa Ngwanya (ICT Administrator)	012 842 1437 079 734 1462
6	DPP East London	Spoornet Building 17 Fleet Street, East London	Bongiwe Xala (ICT Admin Administrator)	043 702 4000 083 494 2493
7	DPP Umtata	Lower Sisson and Sutherland Streets Fortgate, Umtata	Ziphindiwe Tshaka (ICT Administrator)	047 501 2600 073 360 7650
8	DPP Bhisho	Tourism Building Magistrate Court Palo Ave, Bhisho	Bongiwe Xala (ICT Administrator)	040 608 6806 083 494 2493
9	DPP Grahamstown	High Court Building 94 High Street, Grahamstown	Lungelwa Ngwanya (ICT Administrator)	079 734 1462
10	SCCU Cape Town	Commissioner House Cnr West & Voortrekker Streets Bellville, Cape Town	Marius Basson (IT Manager)	021 944 6700
11	DPP Kimberley	Wilco House 22 Fabricia Road, Beaconsfield, Kimberley	Ems Roothman (IT Manager)	053 807 4500 079 526 6461
12	DPP Bloemfontein	Waterval Building 4 th Floor, c/o Aliwal & St. Andrews Streets Bloemfontein	Ems Roothman (IT Manager)	051 410 6098 079 526 6461
13	DPP Mmabatho	Mega City East Gallery 3139 Sekame Street Mafikeng	Moses Rantao Baipidi Moshwela (ICT Administrator)	018 381 9045 018 381 9033/ 073 149 4806
14	DPP Thohoyandou	Thohoyandou High Court Mphephu Drive Thohoyandou	Luambo Mutavhatsindi (ICT Administrator)	015 960 9917 015 960 9916 072 332 6587
15	DPP Durban	Southern Life Building 3 rd Floor, 88 Joe Slovo Street Durban	Siphelele Nobongoza (ICT Administrator)	031 334 5041 073 184 8511

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

16	SCCU Durban	John Ross House 5 th Floor, Victoria Embankment Durban	Siphelele Nobongoza (ICT Administrator)	031 335 6607 073 184 8511
17	DPP Pietermaritzburg	Old SARS Building 325 Pietermaritz Street Pietermaritzburg	Charmaine King Marshal Pillay (ICT Administrator)	033 392 8700 083 494 6327
18	DPP Mpumalanga	Nelspruit High Court Building 4 th floor 43 Samora Machell Drive (R104) and West Acres	Kobus van der Walt	013 752 6900
19	DPP Limpopo	High Court Building 15 th Floor 36 Biccard Street Polokwane	Dovhani Mutavhatsindi	015 045 0265 083 244 4055



Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

5. Scope of requirements

5.1 Server Room datacenters

5.1.1 The self-contained units must be able to regulate the required cooling when necessary.

5.1.2 Current storage units host the following devices:

5.1.2.1 HP Generation 6 and 8 Blade servers.

5.1.2.2 Tape streamers and backup devices.

5.1.2.3 Fort iGATE Firewalls.

5.1.2.4 Enterasys C5 network switches.

5.1.2.5 MITEL Unified Controllers

5.2 Mobilization and office relocation

5.2.1 The solution must cater for decommissioning and re-commissioning, in event of an office move.

5.2.2 The systems must provide dedicated air conditioning or supplemental cooling in a particular area.

5.3 Data center hot spots

5.3.1 The system must be adaptable to hostile environments such as high humidity and coastal datacentres.

5.4 Architecture

5.4.1 The system must be able to capture heat directly from the servers.

5.4.2 Server heat capture, combined with the variable speed fans, allows the unit to operate very efficiently enabling more computing capacity per watt while reducing overall operating costs.

5.5 Variable speed fans

5.5.1 The system must be equipped with variable speed fans that reduce energy consumption during off-peak cooling periods or when the rack is partially loaded.

5.5.2 If the typical load operates at 70% of design capacity, the system must be capable of reducing energy consumption to match the demand of the heat load thereby drastically impact the overall operating costs of the data center.

5.6 Network management and monitoring

5.6.1 The system must provide embedded remote management capabilities.

5.6.2 It must have monitoring and a control center that integrates to a central console and a Microsoft SCOM.

5.6.3 The current system in us is Strucxureware Data Center Expert 7.2.5.16

5.7 Predictive failure notification

5.7.1 The system must provide advanced warning when filters or fans need to be replaced as well as visibility into the overall health of the system.

5.7.2 This level of visibility greatly reduces expensive down time.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

5.8 Real time capacity monitoring

5.8.1 Visibility into the actual capacity must be provided by each unit.

5.9 Redundant Configuration

5.9.1 Redundant power (UPS) in the event of power disruptions.

5.10 Noise Dampening

5.10.1 Reduction of noise caused by installed equipment. Noise containment control to reduce the noise levels.

5.11 User interface

5.11.1 Administrative display to view the status of the system.

5.11.2 Notifications and alarms.

5.11.3 The operator must be able to select options from the devices intuitive menu-driven interface.

5.12 Preventative and Corrective maintenance for a period of five (5) years.

5.12.1 Warranty: Standard factory OEM warrantee.

5.12.2 Start-up services: RACS installation, server mounting, cabling, configuration and commissioning

5.12.3 Cooling: Assembly and start-up of the cooling Inrow-Outrow.

5.12.4 Preventative maintenance: Periodic proactive maintenance

5.12.5 Corrective maintenance: 'Break-fix' and Total coverage.

5.12.6 On-Site Services: Software and firmware upgrades and diagnose.

5.13 Training

5.13.1 The Service Provider shall provide OEM training and skill transfer on the Infrastructure to (2) two NPA employees after installation and implementation of the new RACS.

5.14 Disposal of current (old) RACS

5.14.1 The service provider may dispose of old RACS, at a buy over cost as approved by the NPA. (No set-off cost against the new infrastructure will be allowed)

5.14.2 Bidders must indicate in their proposal if they will dispose of the current infrastructure.

5.14.3 If the service provider is not disposing of the old RACS, the NPA will follow its internal disposal process to handle the disposal of the old RACS infrastructure.

6. Performance Metrics

6.1 The successful service provider must measure and provide reports on core metrics for systems, applications and service delivery.

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

Table 4: Key performance metrics listed

METRIC	DEFINITION
1. Service Availability	<ul style="list-style-type: none"> Percentage uptimes Availability of online Services: email, Internet etc. Number of incidents, service requests and change request logged. Systems uptime and availability Time to respond/repair: MTTR's Monthly customer satisfactions outcomes. Timeous proactive monitoring Percentage usage and performance systems/applications
2. Scalability	<ul style="list-style-type: none"> Number of systems/devises hosted. Performance of servers/applications Capacity and storage Success of backups and restores
3. Mobility	<ul style="list-style-type: none"> Percentage adoption Movement of RACS
4. Hosting	<ul style="list-style-type: none"> Number of servers/applications hosted in the RACS Number of operational outages/incidents Number of system failures
5. Version	<ul style="list-style-type: none"> Compliance with OS releases, firmware patches, signatures etc. Number of licenses. Presented as <i>n</i>
6. Compliance	<ul style="list-style-type: none"> Percentage compliance to internal operational standards NPA User Acceptance Policy compliance or non-conformance Industry compliance
7. Maintenance	<ul style="list-style-type: none"> Scheduled proactive maintenance plans Corrective and 'break-fix' maintenance Upgrades and timeous firmware releases

5. System requirements : Hardware and software

S.no	Component	Description
1	Modular DC Smart Cabinet Racks	<p>Main Components:</p> <ul style="list-style-type: none"> - Internal redundant AC backup power supplies - Environmental controls (e.g., rack mount air conditioning, smoke detection, Water leak detection, temperature & humidity sensor, door status sensor etc.), security devices etc. - Critical systems like UPS will be N+N and Rack mount Air-conditioning system controls will allow for emergency cooling. - Critical system components (UPS, cooling & monitoring) should be Single OEM.
2	Scale and Density of Integrated Rack	IT load capacity 3 KVA in 1 Rack configuration.

Bid No: NPA 09-19/20		National Prosecuting Authority
Prepared By: Supply Chain Management Unit		
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.		
3	Racks	Intelligent integrated / inbuilt infrastructure with Cold & Hot Aisle Containment: Rack with 42 U 19" mounting type with 2000 (Height) x 800 (Width) x 1000 (Depth) in mm. Rack design with sturdy frame section, corners stiffened with welded MS die cast. Rack frame must be scalable and modular with safe load carrying capacity of 1400 Kg on enclosure frame and 1000 Kg on 19" mounting angles. Base plinth with 100 mm height. Cut outs with rubber grommet on top and bottom plate for cable entry. Cable entry provision from top & bottom both. Vertical Cable manager on both LHS & RHS on rear side. Front Glass door for complete 42U height visibility and rear plane door with stiffener for strength. Thermally PU insulated cold aisle chamber. Blanking panels to prevent air mixing.
4	Rack Output Power Distribution Unit (PDU)	Each rack shall have two vertical PDU's having IEC C13 x 12 nos. C-19 x 04 nos. Input Socket with 32 Amp MCB with indicator.
5	Electrical System - Input AC Power Distribution Panel	<ul style="list-style-type: none"> - 19" rack mountable Power Distribution unit with essential breakers to be mounted in the rack 2U high - Main Incomer- 40 Amp 3/P Pole MCB with suitable provision of terminal blocks for connections. - UPS supply 2 x 32 Amp 1/P - Cooling 1 x 16 Amp 3/PDP MCB - Spares 1 6 Amp 1/P MCB for spares.
6	Monitoring & Alarms	<ul style="list-style-type: none"> - Intelligent Rack environment remote monitoring unit with Modbus 485 & SNMP Communications '- Single window user interface for monitoring all sensors.e. Data and logs of historical information of alarms and notification. '- Temperature & Humidity Sensor, with LCD display and RJ45 connector. '- Door opening sensor, Water leak detection sensor, Smoke detection sensor with RJ45 connector, Alarm device with LED flash beacon and sound option. '- Option to have multiple sites integrated into a central management platform
7	Fire Detection & Suppression System	Fire detection and alarm systems with detectors and panel. The Novec 1230 system is designed and installed as per NFPA 2001-2012 Edition. SMPV, Petroleum and Safety Explosives Organization (PESO) approved cylinder filled with clean agent Novec 1230 and same should protect the entire enclosed volume of the rack cabinet.
8	Auto Door Opening System	Biometric access control system with Emergency Door opening which should be control by access control panel in case of failure of rack based cooling system
9	Rack Mount Air Conditioning System	3.5 kW DX based rack cooling Type Air-conditioning Units designed specifically for high sensible heat ratio
		High sensible cooling unit with 100% duty cycle
		Split indoor & Outdoor unit design
		Cooling Unit integrated in rack, 19" mountable not more than 6U
		Scroll compressor for high reliability
		Electronically commutated centrifugal evaporator fan for high energy efficiency
		Air flow suitable to rack equipment from bottom to top discharge in vertical direction
		Thermal insulation on indoor unit

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

		Under voltage and Overvoltage protection for equipment safety
		High Pressure & Low Pressure protection for safe operation
		Washable filter with 80% efficiency down to 20 micron rating and HDPE media
		Flare type Thermostatic Expansion Valve for easy serviceability
		Hydrophilic evaporator coil
		Individual breakers at indoor and outdoor unit for protection
		ON/OFF switch at indoor unit for emergency purpose
		Refrigerant R22/R410A compatible
10	UPS	Uninterruptible Power Systems (UPS) rated at 2 x 3 KVA with battery backup support for 5 minutes on full load. The backup batteries should be supplied with the necessary arrangements to mount inside the cabinet.
a	OUTPUT PARAMETER	
	Capacity	2 x 3 kVA / 2400W
	O/P Power Factor	0,8
	Wave Form	Pure Sine Wave (On line Double Conversion)
	Nominal Voltage	230 V
	O/P Voltage THD	2% max Full linear load, 5% max on non-linear load
	Frequency Regulation	±0.5 %
	Output Frequency	50Hz
	Crest Factor	3:01
	AC-AC Efficiency	90%
	Transfer Time Mains-Battery	0
	Transfer Time Inverter-Bypass	4 m sec
b	INPUT PARAMETER	
	Configuration	1 Ph , L-N + PE
	Nominal Voltage	230 V rms
	I/P Voltage Range	170V-290V at 100% Load and 100V-290V at 60% Load
c	Input Frequency	50Hz / 60 Hz
	Frequency Range	40 to 70 Hz, ±0.2 Hz
	I/P Power Factor	≥ 0.99
	BATTERY CHARGER	
d	Nominal Voltage Float (LB)	82.1 Vdc
	BATTERY PARAMETER	
	Type	VRLA
e	Min. No. of Battery Block	6 x 12V
	ENVIRONMENTAL PARAMETER	
	Operating Temperature	0 to 40 deg
	Storage Temperature	-20 to 50 deg

Bid Number: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment (RACS) Infrastructure renewal and maintenance for a period of five (5) years	

SECTION 7

PRICING SCHEDULE – FIXED PRICES

Name of the bidder.....	Bid Number: NPA 09-19/20
Closing time: 11:00	Closing Date: 05 August 2019

Description	Quantity	Price Inclusive of VAT
20 RACS (RACK AIR CONTAINMENT SYSTEM) INFRASTRUCTURE	20	R
Preventative and Corrective Maintenance for the period of 5 years	Year 1	R
	Year 2	R
	Year 3	R
	Year 4	R
	Year 5	R
Implementation, Installation and Start up services at allocated sites	Once off	R
Decommissioning of the old equipment – On completion	Once off	R
Software (Monitoring Tool) maintenance and support for 5 years	Once off	R
Professional Support (hourly rate)	Ad-hoc	R
TOTAL AMOUNT (To be transferred to SBD 1)		R

Bidder's Initial/Signature: _____

Bid Number: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment (RACS) Infrastructure renewal and maintenance for a period of five (5) years	

1. IMPORTED ITEM(S)

- 1.1 Bidders are required to keep their bid price fixed for imported items for a period of **90 days** from the closing date of the bid and thereafter Rate of Exchange (RoE) may be considered. **NOTE:** Bidders are required to indicate on the pricing schedule if RoE is applicable.

Conditions applicable to the bidders pricing:

- The bidders must complete the pricing schedule (inclusive of any escalation and/or all related costs (e.g. travel and transport costs, etc). deemed necessary as no additional costs will be admitted later on non-imported items)
- The total amount indicated on the pricing schedule should be transferred to SBD 1 and will be utilised in calculating the points for price. **Note: If there are any discrepancies in the pricing schedule, the NPA may reject the bid based on the discrepancy.**
- All prices must be quoted in South African Rands and must be inclusive of all applicable taxes.
- Prices are to remain fixed and valid. Non-fixed prices will not be considered except for imported items (devices). **Failure to provide fixed prices on non-imported will result in disqualification.**

NOTE: Bidders are required to complete the above pricing schedule in full not part thereof. Failure to complete the pricing schedule will result in disqualification.

Declaration

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

Signature of bidder:

.....

Date:

.....

Bid Number: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment (RACS) Infrastructure renewal and maintenance for a period of five (5) years	

SECTION 8

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;

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 Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Bidder's Initial/Signature: _____

Bid Number: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment (RACS) Infrastructure renewal and maintenance for a period of five (5) years	

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		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

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

Bid Number: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment (RACS) Infrastructure renewal and maintenance for a period of five (5) years	

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
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

.....

COMPANY

CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.7 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

Bidder's Initial/Signature: _____

Bid Number: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment (RACS) Infrastructure renewal and maintenance for a period of five (5) years	

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 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.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

SECTION 9

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

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

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

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

2.7.1 If so, furnish the following particulars:

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 Initial/Signature: _____

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

.....
.....

- 2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders

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

4 DECLARATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

SECTION 10

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:		

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) 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

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

SECTION 11

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

Bidder's Initial/Signature: _____

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

SECTION 12

Confirmation

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

Declaration

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

Signature of bidder: _____

Date: _____

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

Capacity under which this bid is signed _____

Domicilium

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

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

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

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

Bid No: NPA 09-19/20	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Provision of Rack Air Containment Systems (RACS) Infrastructure renewal and maintenance for a period of five (5) years.	

Section 13

Bidder's Experience (At least one(1) or more signed references letters)

NAME OF BIDDER:	BID NUMBER. NPA 09-19/20
-----------------------	---------------------------------

[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in paragraph 31.2 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

Bidder's Initial/Signature: _____