



INVITATION TO BID

BID DETAILS

BID NUMBER : NPA 10-18/19

ISSUE DATE : 07 September 2018

CLOSING DATE : 08 October 2018

COMPULSORY BRIEFING SESSION : 12 September 2018

CLOSING TIME : 11h00

BID DESCRIPTION : Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period.

CONTRACT DURATION : Three (3) years

DETAILS OF BIDDER

COMPANY NAME : _____

CSD SUPPLIER NUMBER	UNIQUE REGISTRATION NUMBER

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

ORIGINAL

COPY

SOFT COPY

NOTE: AS PER NATIONAL TREASURY, CIRCULAR BIDDERS ARE REQUIRED TO REGISTER, THEIR COMPANIES ON THE CENTRAL SUPPLIER DATABASE (CSD) SINCE SUPPLIERS WHO ARE NOT REGISTERED MAY NOT BE AWARDED BIDS WITH EFFECT FROM THE 01 JULY 2016. [HTTPS://WWW.CSD.GOV.ZA](https://www.csd.gov.za)

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

DOCUMENTS CHECK LIST

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

NO	DOCUMENTS SUBMITTED	TICK (√)
1.	Central Supplier Database registration report	
2.	Broad Based Black Economic Empowerment (B-BBEE) Certificate and/or certified copy thereof or a sworn affidavit signed by the Commissioner of Oath confirming annual turnover and level of black ownership in case of an EME and QSE	
3.	Bidders profile	
4.	Certified copies of Identity Documents of Directors/Members/Shareholders	
5.	The bidders must provide at least 2 (two) CV's and valid certificates of experienced resources that will be utilized for the duration of the contract	
6.	Two (2) or more signed reference letters of clients where similar services were/are conducted.	
7.	A signed letter from the Original Equipment Manufacturer (OEM)	
8.	One (1) original and Two (2) copies of the bid document	

Bidder's Initial/Signature: _____

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FULL DETAILS OF BIDDER

COMPANY NAME : _____

CONTACT PERSON : _____

DATE : _____

E-MAIL ADDRESS : _____

TELEPHONE NUMBER : _____

CELLULAR NUMBER : _____

FAX NUMBER : _____

PHYSICAL ADDRESS : _____

POSTAL ADDRESS : _____

SIGNATURE OF BIDDER : _____

TOTAL BID PRICE INCL VAT : _____

Bidder's Initial/Signature: _____

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CONTENT PAGE

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

Structure of Proposals

Glossary

- Section 1 : PART A - Invitation to Bid (SBD 1); PART B – Terms and Conditions for Bidding
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of the Bid
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Terms of References
- Section 7 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 8 : Declaration of Interest (SBD 4)
- Section 9 : Declaration of Bidders past SCM Practices (SBD 8)
- Section 10 : Certificate of independent bid determination (SBD 9)
- Section 11 : Confirmation Form
- Section 12 : Pricing schedules
- Section 13 : Pricing Schedule (Professional Services) SBD 3.3
- Section 14 : Bidder's experience

Bidder's Initial/Signature: _____

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GLOSSARY

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

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SECTION 1

SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(National Prosecuting Authority)</i>					
BID NUMBER:	NPA 10-18/19	CLOSING DATE: 08 October 2018		CLOSING TIME:	11H00
DESCRIPTION	Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) 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	Khayakazi Zaki		CONTACT PERSON	Samuel Masombuka	
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]					
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"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

Bidder's Initial/Signature: _____

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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.	

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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.
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.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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."

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:.....

*Bidder's Initial/Signature:*_____

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SECTION 2

GENERAL CONDITIONS OF CONTRACT

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

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

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- 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.

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

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(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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.

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

- | | | |
|-----------------------------------|------|--|
| 10. Delivery and documents | 10.1 | Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. |
| | 10.2 | Documents to be submitted by the supplier are specified in SCC. |
| 11. Insurance | 11.1 | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC. |
| 12. Transportation | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC. |
| 13. Incidental services | 13.1 | The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. |
| | 13.2 | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services. |
| 14. Spare parts | 14.1 | As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: <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. |

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- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or

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(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.

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

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

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| 28. Limitation of liability | 28.1 | <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) | | 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 |

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Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.

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

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SECTION 3

SPECIAL CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention are drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
4. The NPA reserves the right:
 - 4.1. not to appoint anyone and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - 4.2. to award a bid to one or more service providers.
 - 4.3. to award the bid as a whole or in part.
 - 4.4. to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO - "Best and Final Offer")
 - 4.5. To amend any bid condition, validity period, or extend the closing date of bids.
 - 4.6. To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
 - 4.7. To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
6. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
7. Bidders 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:
 - 7.1 an EME or QSE which is at least 51% owned by black people
 - 7.2 an EME or QSE which is at least 51% owned by black people who are youth;
 - 7.3 an EME or QSE which is at least 51% owned by black people who are women;
8. As per National Treasury Instruction note no: 9 of 2017/18 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.

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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. 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 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 - 10 July 1998.
11. Any completion of bid documents in pencil, **correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.
12. The bidders must provide at least two (2) experience resources that will be utilized for the duration of the contract with the relevant OEM solution certificate. If a resource is not available, a replacement on the same level must be provided.
13. The bidder is expected to undertake the following in the period not exceeding 12 months: scope and planning, business analysis, design, development, implementation and test and handover
14. The successful bidder is expected to conduct onsite (VGM) training for 20 end-users and an additional 5 technical administrators (Support).
15. The system must allow for user growth to ± 2000 .
16. Bidder is expected to indicate on the pricing schedule whether the license is per system or per user.
17. Copyright of all documentation relating to this assignment belongs to NPA. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of NPA.
18. The NPA shall own all software source code and database materials produced by the bidder during the course of, or as part of the Services.
19. 360 Hours for maintenance and support for the period of three (3) years. The allocation of service hours will be determined by the NPA during the contract. In the event that the Service Provider did not utilize the entire 360 hours, the money due to the NPA shall be refunded by the Service Provider.
20. The proposed solution must be compatible with the current server and application platform environment as per **section 6, paragraph 2**.
21. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
 - 21.1. 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**"), –
 - 21.1.1. 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;
 - 21.1.2. 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;

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- 21.1.3. 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;
- 21.1.4. 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;
- 21.1.5. 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
- 21.1.6. has in the past engaged in any matter referred to above.

22. INDEMNITY

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

23. PRECEDENCE

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

24. TAX COMPLIANCE

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

25. GOVERNING LAW

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

26. RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL

- 26.1. A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.

27. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting or joint venture agreement, the NPA will enter into a single contract with the principal service provider.

28. Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work will be sub-contracted with regard to the B-BBEE status level contribution must be clearly indicated.

29. A bidder may not cede, assign or sub-contract any part of the assignment to any person with a written consent of the NPA.

30. 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. Confidentiality and non-disclosure undertakings will be signed by the resources of the successful service provider in order to protect NPA information.

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31. Under no circumstances will negotiation with any bidder constitute an award or promise / undertaking to award the contract.
32. The successful service provider(s) will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to immediately cancel this contract in writing.
33. Bidders are requested to place their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each and every place where a signature is required is correctly and fully signed including witnesses where applicable.
34. The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver all required services.
35. The service provider must design and implement the BI solution as specified.
36. A signed letter from the Original Equipment Manufacturer (OEM) certifying the bidder is the accredited partner or reseller must be submitted with the proposal. **Failure to submit will result in disqualification.**
37. The bidder will be required to provide a complete handover report at every stage of development.

38. THE PROPOSAL SHOULD INCLUDE THE FOLLOWING

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

38.2. **Track Record and Experience in designing and implementing a Business Intelligence (BI) Solution with maintenance and support** – The bidder must provide information that demonstrates specific and/or adequate proof of related experience and track record in designing and implementation of a Business Intelligence (BI) solution. Such provided information must be supported to permit the NPA to verify claimed capabilities. To support the experience presented and to assist the NPA in reviewing and evaluating of the proposals, the bidders are requested to provide the following:

- Two (2) or more signed reference letters of clients where similar services were/are conducted, listing the services received, the period of the contract i.e. start and end date of contract as well as completing **section 14** of this document. (Note that the focus to these letters should address the relevant work experience of the bidder in designing and implementing a Business Intelligence (BI) solution). Satisfactory performance may be verified by the NPA.

38.3. **Provide a proposal on the proposed methodology.** Bidders must provide a detailed proposal, demonstrating the understanding of the project, indicating how its tasks and deliverables shall be carried out including timelines to ensure that the solution is stable and adequately maintained and supported. The proposal should indicate and highlight the following:

- Provide a detailed project management and implementation plan with timelines, in order to ensure the solution is stable and adequately supported. Indicate how the project will be supported post the implementation phase.

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- The bidders are expected to provide a project implementation plan outlining the following phases: - **Scope and Planning, Business Analysis, Design, development, Implementation and Testing, and Handover not exceeding 12 months' period.**
 - Specify how design and implementation of the solution would be achieved.
 - Indicate how the project will be supported post the implementation phase.
- 38.4. **Resources** - The bidders must provide at least two (2) CV's and valid certificate(s) of experienced resources that will be utilized for the duration of the contract.
- 38.5. **Documentary proof from a third party** i.e. municipal account, signed lease agreement or telephone account that the company has operating office/business premises.
- 38.6. **Financial Stability** - Evidence must be provided on the financial capability of the bidder to carry out the project of this scale. Such evidence shall include:
- The bidder must provide the latest (not older than 18 months as at close of bid) audited financial statements as presented by an independent auditor or financial statements signed off by Accounting Officer in the case of a Close Corporations.

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SECTION 4

BID SUBMISSION REQUIREMENTS

1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

- 1.1 NPA invites bids from bidders who comply with the requirements for this bid. In view of the scope of work required in this bid, NPA has decided that the bidder must:
- Be able to deliver the scope and breadth of services as required.
 - Comply with all other requirements as stipulated in the bid document.

2. FRAUD AND CORRUPTION

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

3. CLARIFICATION / QUERIES

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

Bid Enquiries : Khayakazi Zaki
E-mail : tenders@npa.gov.za

- 3.2 Queries received will be responded to within two (2) working days of receiving the query.
- 3.3 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.

4. COMPULSORY BRIEFING SESSION AND SITE INSPECTION

- 4.1 A compulsory briefing session will be held at the following address:

Venue and address	Date	Time
VGM Building Auditorium, Corner Westlake & Hartley 123 Westlake Avenue, Weaving Park, Silverton, Pretoria.	12 September 2018	11h00 - 12h00

- 4.2 ***Attendance of this briefing session is compulsory. Failure to attend will result in disqualification of your bid proposal.***
- 4.3 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)** and National Treasury E-portal.
- 4.4 Bidders must complete and sign the attendance register at the briefing session.
- 4.5 If the bidder chooses to attend the briefing session and site inspection, the bidder must attend in person or send a representative.
- 4.6 Bidders will be allowed to conduct a site inspection of the buildings after the briefing session is concluded.

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5. SUBMITTING BIDS

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

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

5.2 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 outlined in paragraph 5.1 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.

5.3 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.

5.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.

5.5 The NPA will not accept responsibility for any documentation that gets lost.

5.6 An original version of the bid must be submitted. The original version must be signed in ink, by an authorized employee or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.

5.7 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting the bulky documents. NPA will not take responsibility for the bid documents left anywhere else other than the tender box as indicated in paragraph 5.1 above. Bidders are encouraged to call 012 845 6255/6077 or to email to tenders@npa.gov.za to make arrangements.

6. MARKING ON BID ENVELOPE / PACK

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

- Attention : Tender Box :
- Bid number : Supply Chain Management
- Closing date and time : NPA 10-18/19
- The name and address of the bidder : 08 October 2018

6.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date of the bid on the addresses as outline on paragraph 5.1 above. The NPA will NOT take responsibility for any bid documents received late.

6.3 Documents submitted on time by bidders shall not be returned.

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7. LATE BIDS

- 7.1. 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.
- 7.2. The official Telkom time (Dial 1026) will be used to verify the exact closing time.

8. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

From Pretoria City Centre

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

N1 from North

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

N1 from South (coming from Johannesburg)

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

Take the Lynnwood Road turn-off, 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**

9. ACCESS TO INFORMATION

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

10. REASONS FOR REJECTION

- 10.1. 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.
- 10.2. NPA may disregard the bid of any bidder if that bidder, or any of its Directors:

10.2.1 Have abused the SCM system of NPA;

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

- 10.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
- 10.2.3 Have failed to perform on any previous contract and the proof exists;
- 10.2.4 Such actions shall be communicated to the National Treasury.

10.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.

10.4 Bidders that fail to submit a bid proposal in terms of **Section 3, clause 36.3**

10.5 Bidders failed to submit/provide a valid and current letter of good standing from Department of Labour.

11. CANCELLATION OF BID PROCESS

11.1 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.

Bidder's Initial/Signature: _____

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SECTION 5

EVALUATION AND SELECTION PROCESS

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

PHASE 1: 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;

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

PHASE 3: MANDATORY REQUIREMENTS EVALUATION PROCESS

Only bidders that have met the pre-qualification criteria will be qualified for mandatory requirements evaluation process. In this phase the evaluation will be based on bidder's response in terms of whether they comply.

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. **Failure to substantiate the claim to comply will result to disqualification**
- 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.

MANDATORY COMPLIANCE REQUIREMENTS

Bidders must meet the following mandatory requirements. Bidders who do not meet all the following mandatory requirements will be disqualified from further evaluation.

	Requirements	Comply (mark with X)	Comments/Reference
1.	The bidder must be the accredited partner or reseller. A signed letter from the OEM certifying that the bidder is the accredited partner or reseller must be submitted with the proposal. Failure to submit will result in disqualification.		

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2.	The bidder must provide a project implementation plan outlining the following phases not exceeding 12 months period : <ul style="list-style-type: none"> ▪ Scope and Planning ▪ Business Analysis ▪ Design ▪ Development ▪ Implementation and Testing ▪ Handover 		
3.	The solution must be able to improve method of storing, extracting and analyzing data enabling end-users to make informed decisions.		
4.	The bidders must be able to provide maintenance and support, and be available 24/7 on call support.		
5.	The bidder is expected to conduct onsite (VGM) training for 20 end-users and 5 technical administrators (Support).		
6.	The solution must be able to provide Management with tools and dashboards to access and analyse information and develop insights and understanding of data to achieve informed and fact based decision-making at the strategic and operational level.		
7.	The solution must be compatible with current environment as per section 6 Paragraph 2 .		
8.	The solution must be able to achieve operational efficiencies through the reduction of time and effort required in extracting and analysing data.		
9.	Infrastructure capabilities:	Comply (mark with X)	Comments/Reference
9.1	BI Platform Administration, Security and Architecture - Capabilities that enable scaling the platform, security, administering users, auditing platform access and utilization, optimizing performance and ensuring high availability and disaster recovery.		
9.2	Cloud BI - Platform-as-a-service and analytic-application-as-a-service capabilities for building, deploying and managing analytics and analytic applications in the cloud, based on data both in the cloud and on-premises.		
9.3	Data Source Connectivity and Ingestion - Capabilities that allow users to connect to structured and unstructured data contained within various types of storage platforms, both on-premises and in the cloud.		
10.	Data Management:	Comply (mark with X)	Comments/Reference
10.1	Governance and Metadata Management. Tools for enabling users to share the same systems-of-record semantic model and metadata. These should provide a robust and centralized way for administrators to search, capture, store, re-use and publish metadata objects, such as dimensions, hierarchies, measures, performance metrics/key performance indicators (KPIs) and report layout objects, parameters and so on. Administrators should have the ability to promote a business-user-defined data model to a system-of-record metadata object.		

Bidder's Initial/Signature: _____

10.2	<p>Self-Contained Extraction, Transformation and Loading (ETL) and Data Storage. Platform capabilities for accessing, integrating, transforming and loading data into a self-contained storage layer, with the ability to index data and manage data loads and refresh scheduling. The platform must demonstrate capabilities of storing, extracting and comparing historical data on performance metrics/key performance indicators (KPIs).</p>		
11	Analysis and Content Creation:	Comply (mark with X)	Comments/Reference
11.1	<p>Embedded Advanced Analytics - Enables users to easily access advanced analytics capabilities that are self-contained within the platform itself or through the import and integration of externally developed models</p>		
11.2	<p>Analytic Dashboards - The ability to create highly interactive dashboards and content with visual exploration and embedded advanced and geospatial analytics to be consumed by others.</p>		
11.3	<p>Interactive Visual Exploration - Enables the exploration of data via the manipulation of chart images, with the colour, brightness, size, shape and motion of visual objects representing aspects of the dataset being analysed. This includes an array of visualization options that go beyond those of pie, bar and line charts, to include heat and tree maps, geographic maps, scatter plots and other special-purpose visuals. These tools enable users to analyse the data by interacting directly with a visual representation of it.</p>		
11.4	<p>Mobile Exploration and Authoring – The platform must allow for mobile device to connect and access data with due security access and measures Enables organizations to develop and deliver content to mobile devices in a publishing and/or interactive mode.</p>		
11.5	<p>Smart Data Discovery - Automatically finds, visualizes and narrates important findings such as correlations, exceptions, clusters, links and predictions</p>		
11.6	<p>Embedding Analytical Content Capabilities including a software developer's kit with APIs (Application Program Interfaces) and support for open standards for creating and modifying analytic content, visualizations and applications, embedding them into a business process, and/or an application or portal. These capabilities can reside outside the application (reusing the analytic).</p>		
11.7	<p>Publishing Analytical Content Capabilities that allow users to publish deploy and operationalize analytic content through various output types and distribution methods, with support for content search, scheduling and alerts</p>		

Bidder's Initial/Signature: _____

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11.8	Collaboration and Social Business Intelligence (BI). Enables users to share and discuss information, analysis, analytic content and decisions via discussion threads, chat and annotations. NPA will use SharePoint platform for this service.		
11.9	Overall platform capabilities - Platform Capabilities and Workflow. This capability considers the degree to which capabilities are offered in a single, seamless product or across multiple products with little integration.		
11.10	Ease of Use and Visual Appeal - Ease of use to administer and deploy the platform, create content, consume and interact with content, as well as the visual appeal.		
12.	Systems Integration:	Comply (mark with X)	Comments/Reference
12.1	Solution must also be able to integrate with standalone Microsoft Excel data manually collated / collected		
12.2	Solution must also be able to integrate with data from the following systems: <ul style="list-style-type: none"> • Electronic Case Management System (ECMS) • Microsoft CRM Dynamics • Microsoft Active Directory 2012 and higher • Microsoft Exchange 2016 • Microsoft SQL 2014 r2, and higher • IBM i2 iBase and Analysis Notebook • Microsoft SharePoint 2013 and higher • Standalone Microsoft Excel data manually collated / collected 		
13.	Security:	Comply (mark with X)	Comments/Reference
13.1	The system must have functionality to assign different user access roles		
13.2	The system must have functionality to keep an audit trail.		
14.	Number of Users:	Comply (mark with X)	Comments/Reference
14.1	The system must cater for 20 users (spread nationally) with various system roles.		
14.2	It must also cater for user growth of ± 2000.		
14.3	The solution must be compatible with Microsoft Windows Server 2012 r2 and higher (64bit)		
14.4	The solution must be accessible through Microsoft User Access Gateway (UAG) application.		

Bidder's Initial/Signature: _____

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PHASE 4: FUNCTIONALITY EVALUATION CRITERIA

Only bidders that have qualified on mandatory requirements evaluation process shall be evaluated for functionality. At this phase, the evaluation process shall 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

FUNCTIONALITY EVALUATION CRITERIA	WEIGHT										
1. Proposed Methodology	45										
<p>Bidders must provide a detailed proposal, demonstrating the understanding of the project, indicating how its tasks and deliverables shall be carried out including timelines to ensure that the solution is stable and adequately maintained and supported. The proposal should indicate and highlight the following:</p> <ul style="list-style-type: none"> • Provide a detailed project management and implementation plan with timelines taking into consideration the scope and planning, business analysis, design, development, implementation and testing, and handover in order to ensure the solution is stable and adequately supported. • Specify how design and implementation of the solution would be achieved. • Indicate how the project will be supported post the implementation phase. 	<p>15</p> <p>15</p> <p>15</p>										
2. Track Record and Experience in design and implement a Business Intelligence (BI) Solution with maintenance and support.	35										
<p>Bidders must demonstrate related experience on design and implementation of a business intelligence and the performance capabilities by providing documentary proof in the form of at least two (2) or more reference letters (on letter head of referee and signed by the relevant authority). The period of the contract must be confirmed where similar services were/are conducted indicating the start and end date of each contract.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Years of experience</th> <th style="text-align: left;">Points</th> </tr> </thead> <tbody> <tr> <td>Less than (1) one year</td> <td>0 points</td> </tr> <tr> <td>One (1) to less than four (4) years</td> <td>3 point</td> </tr> <tr> <td>Four (4) to less than six (6) years</td> <td>4 points</td> </tr> <tr> <td>Six (6) years and above</td> <td>5 points</td> </tr> </tbody> </table> <p>Non-submission of reference letters or where no exact period is indicated, the bidder will score zero (0) points.</p>	Years of experience	Points	Less than (1) one year	0 points	One (1) to less than four (4) years	3 point	Four (4) to less than six (6) years	4 points	Six (6) years and above	5 points	35
Years of experience	Points										
Less than (1) one year	0 points										
One (1) to less than four (4) years	3 point										
Four (4) to less than six (6) years	4 points										
Six (6) years and above	5 points										
3. Resources											
<p>The bidders must provide at least two (2) CV’s and valid certificate(s) of experienced resources that will be utilized for the duration of the contract with the relevant OEM solution certificate.</p> <p>EXPERIENCE</p> <p>Two years (2) 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 = 5 Points</p> <p>NB: If the bidder provide less than two (2) CV’s or submit invalid OEM certificates, will score 0 points</p>	20										
Functional Total	100										
Threshold	60%										

Bidder’s Initial/Signature: _____

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The percentage for functionality will be calculated as follows

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

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 percent 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 percent on functionality will be disqualified.

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

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

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SECTION 6

Terms of Reference

1. Purpose of bid

- 1.1 The purpose of this bid is to appoint a service provider to design and implement a business intelligence (BI) solution with a three years maintenance and support service.
- 1.2 The NPA is seeking proposals for the design and implementation of a Business Intelligence (BI) solution. It is envisaged that such a solution will integrate various data sets in order to generate consolidated reports displaying corporate wide information that will be accessible to users and management.
- 1.3 The goal of the BI solution is to consolidate information from the databases and establish links between the various data so that users, with the help of easy to use query and reporting tools, can “slice and dice” the information in whatever way they wish, without having to refer to the IT Section. The BI solution then, focuses on getting information into the hands of the users in the simplest, most efficient manner for their individual analysis and decision-making.

2. Current environment

2.1 The NPA server environment consists of:

- 2.1.1 The Head Office utilizes Hewlett Packard (HP) Blade technology as a physical hardware platform. The servers are enhanced through the usage of Microsoft Hyper-V 2012 & 2016 r2 virtualization technology.
- 2.1.2 The Wide Area Network (WAN) architecture is a multiprotocol label switching (MPLS) Next Generation Network.
- 2.1.3 The Storage Area Network (SAN) is a NetApp solution situated at Head Office (VGM).

2.2 The current application platforms and applications are:

- Basic Accounting System (BAS)
- Personnel and Salary System (PERSAL)
- Logistical Information System (LOGIS)
- Electronic Case Management System (ECMS)
- Thuthuzela Information Management System (TIMS)
- Microsoft CRM Dynamics
- National Prosecuting Services (NPS) Representations System
- Microsoft Windows Server 2012 r2 and higher
- Microsoft Active Directory 2012 and higher
- Microsoft Exchange 2016
- Microsoft SQL 2014 r2, and higher
- IBM i2 iBase
- Microsoft System Centre Configuration Manager, Operations Manager, Windows Software Update Service
- Microsoft SharePoint 2013 and higher
- Microsoft Windows 7 & 10 (64 & 32 bits)
- MAC OS
- Symantec Backup Exec 2016
- Microsoft Excel
- Microsoft Office 2013 / 2016
- Microsoft User Access Gateway (UAG)
- Internet Explorer 12 and higher
- Google Chrome
- Mozilla Firefox
- Opera Web Browser

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3. SCOPE OF WORK

3.1 Back-end

3.1.1 The BI solution should be able to run on HP and NetApp hardware. The NPA platform Operating System is Microsoft Windows.

3.2 Front-end

3.2.1 The technical administrators should be able to access the applications through Microsoft Windows.

3.2.2 End-users should also be able to access through Windows and WEB-Solution with minimum Internet Explorer 7.

3.2.3 Five (5) Technical administrators are identified.

3.2.4 Twenty (20) End-users are identified.

3.3 Data Sources to Integrate with the following:

3.3.1 Electronic Case Management System (ECMS)

3.3.2 Microsoft CRM Dynamics

3.3.3 Microsoft Active Directory 2012 and higher

3.3.4 Microsoft Exchange 2016

3.3.5 Microsoft SQL 2014 r2, and higher

3.3.6 IBM i2 iBase and Analysis Notebook

3.3.7 Microsoft SharePoint 2013 and higher

3.3.8 Standalone Microsoft Excel data manually collated / collected

3.3.9 Sexual Offences Community Affairs Thuthuzela Information Management System (SOCA TIMS)

3.4 Once-off Implementation of Business Intelligence (BI) system consisting of the phases listed below.

PHASE	DESCRIPTION	OUTPUTS
Phase1: Scope and Planning	<ul style="list-style-type: none"> ✓ Define high level business requirements and scope ✓ Identify the main stakeholders, and defines the authority of the project manager. ✓ Identify Project Team ✓ Define a preliminary delineation of roles and responsibilities, ✓ outline the project objectives, ✓ Develop detailed project plan with schedules and related resources 	<ul style="list-style-type: none"> ✓ Project Charter ✓ Project Plan ✓ Statement of Work/Proposal
Phase 2: Business Analysis	<ul style="list-style-type: none"> ✓ Business Requirements elicitation ✓ Facilitation of joint application development sessions with business users ✓ Business requirements validation ✓ Business requirements documentation 	<ul style="list-style-type: none"> ✓ Functional requirements document (Including but not limited to all the detailed data mart requirements, business process, user role matrix, business entities, data sources involved) ✓ Non-functional requirements document
Phase 3: Design	<ul style="list-style-type: none"> ✓ Design and technical architecture required to support the solution ✓ Conversion of functional requirements into technical 	<ul style="list-style-type: none"> ✓ Required solution architecture model ✓ Required models ✓ ETL process as per the functional requirements

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	requirements including technical design models	<ul style="list-style-type: none"> ✓ Detailed data mart technical requirements ✓ User interface requirements ✓ Capacity plan
Phase 4: Development	<ul style="list-style-type: none"> ✓ Development of the required data marts as per the technical specification ✓ Development of the required user interface as per the technical requirements ✓ Implementation of the ETL as per the technical requirements 	<ul style="list-style-type: none"> ✓ Interactive user interface as per the technical requirements (includes but not limited to that allows filtering of data, data querying, dicing of data, drilling down functionality of data)
Phase 5: Implementation and testing	<ul style="list-style-type: none"> ✓ Perform functional testing with business users ✓ Implement the staging environment for the solution ✓ Implement the Live staging environment ✓ Write test plans ✓ Perform unit testing ✓ Technical Handover/Service level agreement development ✓ Provide helpdesk service to support the system users ✓ Provide the requisite training to business users (end users and technical administrators) 	<ul style="list-style-type: none"> ✓ User acceptance plan ✓ User acceptance certificate ✓ Load/capacity testing report ✓ Training Manual ✓ Configured solution that is ready for utilisation ✓ support plan certificate/Service Level agreement
Phase 6: Handover & Closure	<ul style="list-style-type: none"> ✓ Handing over the system and final signoff 	<ul style="list-style-type: none"> ✓ Handover document including source code ✓ Final bug and issue report

3.5 The system must allow for user growth to ± 2000. Any additional licenses shall be procured through following the Supply Chain Management process.

3.6 Maintenance and Support

- Provide three (3) years maintenance and 24/7 hours available on call support.
- 360 Hours for maintenance and support (including but not limited to health checks, upgrades etc.) for the period of three (3) years.

3.7 End User and Technical Training

- The successful bidder is expected to conduct onsite (VGM) training for 20 end-users and 5 technical administrators (Support).

4. Mandatory requirements for bidder to design and implement a business intelligence solution (BI).

4.1 The bidder must be the accredited partner or reseller. A signed letter from the OEM certifying that the bidder is the accredited partner or reseller must be submitted with the proposal. **Failure to submit will result in disqualification.**

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- 4.2 The bidder must provide a project implementation plan outlining the following phases **not exceeding 12 months period:**
- Scope and Planning
 - Business Analysis
 - Design
 - Development
 - Implementation and Testing
 - Handover
- 4.3 The solution must be able to improve method of **storing, extracting and analysing** data enabling end-users to make informed decisions.
- 4.4 The bidders must be able provide maintenance and support and be available 24/7 on call support.
- 4.5 The bidder is expected to conduct onsite (VGM) training for 20 end-users and 5 technical administrators (Support).
- 4.6 The solution must be able to provide Management with tools and dashboards to access and analyse information and develop insights and understanding of data to achieve informed and fact based decision-making at the strategic and operational level.
- 4.7 The solution must be compatible with current environment as per **section 6 Paragraph 2.**
- 4.8 The solution must be able to achieve operational efficiencies through the reduction of time and effort required in extracting and analysing data.
- 4.9 **BI Platform Administration, Security and Architecture** - Capabilities that enable scaling the platform, security, administering users, auditing platform access and utilization, optimizing performance and ensuring high availability and disaster recovery.
- 4.10 **Cloud BI** - Platform-as-a-service and analytic-application-as-a-service capabilities for building, deploying and managing analytics and analytic applications in the cloud, based on data both in the cloud and on-premises.
- 4.11 **Data Source Connectivity and Ingestion** - Capabilities that allow users to connect to structured and unstructured data contained within various types of storage platforms, both on-premises and in the cloud.
- 4.12 **Governance and Metadata Management.** - Tools for enabling users to share the same systems-of-record semantic model and metadata. These should provide a robust and centralized way for administrators to search, capture, store, re-use and publish metadata objects, such as dimensions, hierarchies, measures, performance metrics/key performance indicators (KPIs) and report layout objects, parameters and so on. Administrators should have the ability to promote a business-user-defined data model to a system-of-record metadata object.
- 4.13 **Self-Contained Extraction, Transformation and Loading (ETL) and Data Storage** - Platform capabilities for accessing, integrating, transforming and loading data into a self-contained storage layer, with the ability to index data and manage data loads and refresh scheduling. The platform must demonstrate capabilities of storing, extracting and comparing historical data on performance metrics/key performance indicators (KPIs).

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- 4.14 **Embedded Advanced Analytics** - Enables users to easily access advanced analytics capabilities that are self-contained within the platform itself or through the import and integration of externally developed models
- 4.15 **Analytic Dashboards** - The ability to create highly interactive dashboards and content with visual exploration and embedded advanced and geospatial analytics to be consumed by others.
- 4.16 **Interactive Visual Exploration** - Enables the exploration of data via the manipulation of chart images, with the colour, brightness, size, shape and motion of visual objects representing aspects of the dataset being analyzed. This includes an array of visualization options that go beyond those of pie, bar and line charts, to include heat and tree maps, geographic maps, scatter plots and other special-purpose visuals. These tools enable users to analyse the data by interacting directly with a visual representation of it.
- 4.17 **Mobile Exploration and Authoring** – The platform must allow for mobile device to connect and access data with due security access and measures. Enables organizations to develop and deliver content to mobile devices in a publishing and/or interactive mode.
- 4.18 **Smart Data Discovery** - Automatically finds, visualizes and narrates important findings such as correlations, exceptions, clusters, links and predictions
- 4.19 **Embedding Analytical Content** - Capabilities including a software developer's kit with APIs (Application Program Interfaces) and support for open standards for creating and modifying analytic content, visualizations and applications, embedding them into a business process, and/or an application or portal. These capabilities can reside outside the application (reusing the analytic.
- 4.20 **Publishing Analytical Content** - Capabilities that allow users to publish deploy and operationalize analytic content through various output types and distribution methods, with support for content search, scheduling and alerts.
- 4.21 **Collaboration and Social Business Intelligence (BI)** - Enables users to share and discuss information, analysis, analytic content and decisions via discussion threads, chat and annotations. NPA will use SharePoint platform for this service.
- 4.22 **Overall platform capabilities** - Platform Capabilities and Workflow. This capability considers the degree to which capabilities are offered in a single, seamless product or across multiple products with little integration.
- 4.23 **Ease of Use and Visual Appeal** - Ease of use to administer and deploy the platform, create content, consume and interact with content, as well as the visual appeal.
- 4.24 Solution must also be able to integrate with data sources outlined in **section six (6), paragraph 3.3.**
- 4.25 Solution must also be able to integrate with standalone Microsoft Excel data manually collated / collected
- 4.26 The solution must have functionality to assign different user access roles.
- The system must have functionality to keep an audit trail.
 - The system must cater for 20 users (spread nationally) with various system roles.
 - It must also cater for user growth of ± 2000.
 - The solution must be compatible with Microsoft Windows Server 2012 r2 and higher (64bit)

Bidder's Initial/Signature: _____

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5. Anticipated Solution Outcomes

5.1 The proposed business intelligence solutions is expected to provide the NPA business users with:

- 5.1.1 An improved method of storing, extracting and analysing data enabling end users to make informed decisions.
- 5.1.2 Tools and Dashboards to access and analyse information and develop insights and the understanding of data to achieve informed and fact based decision-making.
- 5.1.3 Operational efficiencies through the reduction of time and effort required in extracting and analysing data.
- 5.1.4 Tools to present information in sophisticated and graphical ways.
- 5.1.5 To fully appreciate and benefit from the real value of automating business systems.

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

SECTION 7

SBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Points for this bid shall be awarded for:

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

1.3 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

1.4 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.

1.5 The purchaser reserves the right to require either of a bidder, 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;

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

- (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;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise 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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1. B-BBEE Status level certificate issued by an authorized body or person;
 - 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3. Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise 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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
------------------------------------	---------------------------------	---------------------------------

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

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:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

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

.....

8.6 COMPANY CLASSIFICATION

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent

Bidder's Initial/Signature:_____

Bid No: NPA 10-18/19	National Prosecuting Authority
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Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

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.

(e)

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

SECTION 8

SBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.1 Identity Number:.....

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

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

2.4 Tax Reference Number:

2.5 VAT Registration Number:

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

¹“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

*Bidder's Initial/Signature:*_____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

.....
 Position occupied in the state institution

Any other particulars:.....

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars.

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

2.10.1 If so, furnish particulars.

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

Bidder's Initial/Signature:_____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

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 / Peral Number

4 DECLARATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

*Bidder's Initial/Signature:*_____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

SECTION 9

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

SECTION 10

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) 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

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

SECTION 11

Confirmation

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

Declaration

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

Signature of bidder:

Date:

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

Capacity under which this bid is signed

Domicilium

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

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

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

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

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

SECTION 12

PRICING SCHEDULE- (FIXED PRICES)

Name of Bidder:	Bid Number: NPA 10-18/19
Closing Time:.....	Closing Date: 08 October 2018

- Bidders are required to indicate a total bid price based on the total requirements of the contract and including **all expenses** inclusive of VAT for the project.

Items	Description			Total price for three years (VAT Inclusive)				
Licenses (indicate with a tick whether licenses are per system or per user)	Year 1 R	Year 2 R	Year 3 R					
	<table border="1"> <tr> <th>System</th> <th>User</th> </tr> <tr> <td></td> <td></td> </tr> </table>	System	User					
System	User							
Three (3) years maintenance and support for Business Intelligence (BI) Solution	360 Hours for a period of three (3) years.							
Once-off phased approach payment for Business Intelligence (BI) Solution	Phases: This pricing will be based on the phases under scope of work paragraph 3.4. The allocation must be indicated for each phase.							
	Phase 1: Scope and Planning		R					
	Phase 2: Business Analysis		R					
	Phase 3: Design		R					
	Phase 4: Development		R					
	Phase 5: Implementation and Testing		R					
	Phase 6: Handover		R					
Training	Once off training for 20 end-users and 5 technical administrators (Support) immediately after implementation.			R.....				
TOTAL BID PRICE (to be transferred to SBD 1)				R.....				

2. THREE (3) YEARS MAINTENANCE AND SUPPORT

- Bidders are required to indicate a three (3) years maintenance and support amount on the above pricing schedule. (Note: Prices accepted shall remain fixed from the date of acceptance for a contract period of three (3) years. Any possible price increases and/or escalations must be considered by the bidder as no additional costs will be admitted later).

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

Conditions applicable to the bidders pricing:

- The bidders must complete the pricing schedule (inclusive of any escalation and/or all costs deemed necessary as no additional costs will be admitted later on non-imported items).
- **The NPA will pay the successful bidder for once-off scope and planning, business analysis, design, development, implementation and testing, and handover of Business Intelligence (BI). The payment will be made based on completion of each phase.**
- All prices must be quoted in South African Rands and must be inclusive of all applicable taxes.
- Prices are to remain fixed and valid for the period of three years.

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

Declaration

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

Signature of bidder: _____

Date: _____

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

SECTION 13

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:.....	BID NO: NPA 10-18/19
CLOSING TIME.....	ON

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

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
------	-------------	---

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	.....days
.....	R.....	.....days
.....	R.....	.....days
.....	R.....	.....days
.....	R.....	.....days
.....	R.....	.....days
.....	R.....	.....days

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

5.1. Travel expenses (specify, for example rate/km and total km, class of air-travel, etc.) Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

5.2. Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? **YES**

Bidder's Initial/Signature: _____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution with maintenance and support for a period of three (3) years	

Any enquiries regarding bidding procedures may be directed to the –

Khayakazi Zaki

Tenders@npa.gov.za

Or for technical information –

Samuel Masumbuka

Tenders@npa.gov.za

**** “All applicable taxes includes value-added tax, pay as you earn; unemployment insurance contribution and skills development levies.**

*Bidder's Initial/Signature:*_____

Bid No: NPA 10-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to design and implement a Business Intelligence (BI) Solution to NPA for a period of three (3) years	

SECTION 14

Annexure B: Bidder's Experience

NAME OF BIDDER:	BID NO.: NPA 10-18/19
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[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in section 3, paragraph 36.2) of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]

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

Clients' Name, contact person and contact details	Project description	Project Cost	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities