

# STRATEGY, OPERATIONS & COMPLIANCE



National Prosecuting Authority  
South Africa

## Financial Management

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## INVITATION TO BID

### BID DETAILS

**BID NUMBER** : NPA 03-22/23  
**ISSUE DATE** : 03 July 2022  
**CLOSING DATE** : 03 August 2022  
**CLOSING TIME** : 11h00  
**DESCRIPTION** : Veritas Backup Exec and Endpoint CommVault Backup license renewal with maintenance and support for the to the NPA.  
**MAINTENANCE AND SUPPORT 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 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

**FULL DETAILS OF BIDDER**

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

**COMPANY PERSON** : \_\_\_\_\_

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

**E-MAIL ADDRESS** : \_\_\_\_\_

**TELEPHONE NUMBER** : \_\_\_\_\_

**CELLULAR NUMBER** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

**PHYSICAL ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**POSTAL ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE OF BIDDER** : \_\_\_\_\_

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## DOCUMENTS CHECK LIST

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

NO	DOCUMENTS SUBMITTED	TICK (✓)
1.	Proof of registration on a Central Supplier Database registration (CSD)	
2.	Certified Broad Based Black Economic Empowerment (B-BBEE) / Certificate or Original Sworn Affidavit confirming annual turnover and level of black ownership in case of an EME and QSE signed by the Commissioner of Oaths (SAPS).	
3.	Bidder's profile	
4.	Proposed methodology and schedule for project implementation plan, installation and configuration and maintenance plan as per <b>Section 3 Paragraph 34.4</b>	
5.	One (1) or more reference letters of previous clients indicating client satisfaction, contract duration, project description and bid amount as <i>per Section 3 Paragraph 34.2</i>	
6.	Certified copies of Identity Documents of Directors/Members/Shareholders/Trustees	
7.	Submit Curriculum Vitae's with Certificate(s) of an experienced OEM Certified Engineers that will be utilized for the duration of the contract with the relevant OEM solution certificate.	
8.	One (1) original and Two (2) copies and optional USB of the bid document	
9.	A signed letter from the OEM certifying that the bidder is a partner or reseller.	
10.	Annexure A – Pricing proposal (schedule)	

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

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## CONTENT PAGE

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

Structure of Proposals

Glossary

- Section1 : Invitation to Bid (SBD 1)
- Section2 : General Conditions of Contract
- Section 3 : Special Conditions of Contract
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selection Process
- Section 6 : Terms of 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 : Confirmation Form
- Section 10 : Bidder's experience

### **ANNEXURE A - PRICING SCHEDULE ENCLOSED WITH THE BID DOCUMENT**

**NOTE: BIDDERS MUST SUBMIT THE PRICING PROPOSAL WITH THE BID DOCUMENT IN A SEPARATE ENVELOPE MARKED ANNEXURE A – (2<sup>ND</sup> ENVELOPE – PRICING PROPOSAL)**

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## GLOSSARY

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

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**SECTION 1**

**SBD 1**

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL PROSECUTING AUTHORITY</b>					
BID NUMBER:	<b>NPA 03-22/23</b>	CLOSING DATE:	<b>03 August 2022</b>	CLOSING TIME:	<b>11H00</b>
BID DESCRIPTION	<b>Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>National Prosecuting Authority</b>					
<b>VGM Building Weavind Park</b>					
<b>123 Westlake Avenue</b>					
<b>Silverton</b>					
<b>Pretoria</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Khayakazi Zaki</b>		CONTACT PERSON	<b>Samuel Masombuka</b>	
TELEPHONE NUMBER	-		TELEPHONE NUMBER	-	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	<b>tenders@npa.gov.za</b>		E-MAIL ADDRESS	<b>tenders@npa.gov.za</b>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	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	

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

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**[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]**

<p>1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p style="text-align: center;"><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p style="text-align: center;"><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES, ANSWER PART B:3 ]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  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**

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE:.....



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

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- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a 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
  - (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

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

**8. Inspections, tests and analyses**

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

**9. Packing**

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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- |                                   |      |  |
|-----------------------------------|------|--|
| <b>10. Delivery and documents</b> | 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.  |
| <b>11. Insurance</b>              | 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.  |
| <b>12. Transportation</b>         | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.  |
| <b>13. Incidental services</b>    | 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"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul> |
|                                   | 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.   |
| <b>14. Spare parts</b>            | 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"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>  |
| <b>15. Warranty</b>               | 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   |

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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.

**17. Prices**

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

- |   |      |  |
|---|------|--|
| <b>21. Delays in the supplier's performance</b> | 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.  |
| <b>22. Penalties</b>                            | 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.  |
| <b>23. Termination for default</b>              | 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: <ul style="list-style-type: none"> <li>(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;</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul> |

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.



Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

<b>24. Anti-dumping and countervailing duties and rights</b>	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
<b>25. Force Majeure</b>	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.
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of Disputes</b>	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

- 28. Limitation of liability**      28.1      Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a)    the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an
- (b)    the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**      29.1      The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**      30.1      The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**      31.1      Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2      The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**      32.1      A foreign supplier shall be entirely responsible for all taxes, stamp 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)**      33.1      The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**      34.1      In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).
- 34.2      If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

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

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

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

### 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 is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
4. The NPA reserves the right:
  - 4.1. Not to appoint anyone and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
  - 4.2. To award a bid to one or more service providers.
  - 4.3. To award the bid as a whole or in part.
  - 4.4. To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO - "Best and Final Offer")
  - 4.5. To amend any bid condition, validity period, or extend the closing date of bids.
  - 4.6. To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
  - 4.7. To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
6. 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 CSD Registration report.
7. Bidders are required to provide tax compliance status PIN and furnish their CSD supplier number (MAAA number) and unique registration number to enable the NPA to view the supplier profile and verify the bidder's tax compliance status.
8. Bidders are required to submit a valid B-BBEE Status Level Verification Certificates or 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. **Note. Certified sworn affidavits will not be accepted.**
9. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation.
10. Any completion of bid documents **in pencil, correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

11. The bidder must provide an OEM Certified Engineer that will be utilised for the duration of the contract with the relevant OEM certificates and Curriculum Vitae. If a resource becomes unavailable during the duration of the contract, bidders must be able to provide a replacement resource on the same calibre.
12. The bidder must be a Partner or Reseller of the OEM. A signed letter from the OEM certifying that the bidder is a Partner or Reseller must be submitted with the proposal. **Failure to submit a valid OEM accreditation letter from the OEM will result in immediate disqualification.**
13. The payments in respect of 240 professional service hours will be made as and when required for the duration of the contract.
14. The NPA will determine the usage of maintenance and support hours. Unused hours will be claimed back by the NPA.
15. The NPA will not be liable for any expenses incurred by the bidders that was not part of the contract.
16. The cost of the licence will be paid in advance.
17. The bidder must indicate the rate per hour for professional services.

**18. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 18.1. 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**"), –
  - 18.1.1. 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;
  - 18.1.2. 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;
  - 18.1.3. 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;
  - 18.1.4. 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;
  - 18.1.5. 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
  - 18.1.6. has in the past engaged in any matter referred to above.

**19. INDEMNITY**

- 19.1. 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.

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

**20. PRECEDENCE**

20.1. 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.

**21. TAX COMPLIANCE**

21.1. 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 does not remain tax compliant for the full term of the contract.

**22. GOVERNING LAW**

22.1 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.

**23. RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL**

23.1. 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.

24. 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.

25. 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.

26. Bidders must submit documentary proof of the existence of joint ventures and/or consortium arrangements. The NPA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

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

28. 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.

29. Under no circumstances will negotiation with any bidder constitute an award or promise / undertaking to award the contract.

30. 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.

31. 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.

32. The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver all required services.

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

### 33. GOVERNANCE

- 33.1. Amongst others the followings Acts must be adhered to:
- 33.1.1. Electronic Communications and Transactions Act 25 of 2002 (ECTA)
  - 33.1.2. National Archives and Record Service Act 43 of 1996 (NARS)
  - 33.1.3. Promotion to Access to Information Act 2 of 2000 (PAIA)
  - 33.1.4. Protection of Personal Information Act 4 of 2013 (POPI Act).

### 34. THE PROPOSAL SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING

- 34.1. **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.
- 34.2. **Track Record and Experience** -The bidder must provide information that demonstrates specific and/or adequate proof of related experience and track record in Veritas Backup Exec and Endpoint CommVault management software. Such provided information must be supported to permit the NPA to verify claimed capabilities. To support the experience presented and to assist NPA in reviewing and evaluation of the proposals, the bidders are requested to provide the following:
- One (1) 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 11 of this document. (Note that the focus to these letters should address the relevant work experience of the bidder in server data backup and endpoint data protection solutions). Satisfactory performance may be verified by the NPA.
- 34.3. **Curriculum Vitae's and valid certificate(s)** - The bidders must provide Curriculum Vitae with certificate(s) of an OEM Certified engineer that will be utilized for the duration of the contract with the relevant OEM solution certificate.
- 34.4. **Provide a proposal on the proposed methodology.** Bidders must provide a detailed proposal including an implementation plan, 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:
- 34.4.1. **Implementation plan** - Indicate how the Veritas Backup Exec and Endpoint CommVault Endpoint Backup will be adequately maintained and supported.
  - 34.4.2. **Professional hours** – indicate how professional services will be conducted in terms of software upgrades, patches, health checks, create customised reports, protect data from ransomware etc.

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

**SECTION 4**

**BID SUBMISSION REQUIREMENTS**

**1. WHO MAY SUBMIT A RESPONSE TO THIS BID?**

- 1.1 NPA invites bids from bidders who comply with the requirements for this bid. In view of the scope of work required in this bid, 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](mailto:tenders@npa.gov.za)

- 3.3 Queries received will be responded to within two (2) working days of receiving the query.
- 3.4 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.
- 3.5 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](http://www.npa.gov.za)) and the National Treasury e-tender Portal.

**4. SUBMITTING BIDS**

- 4.1 One (1) original plus two (2) copies and optional USB (soft copy) i.e. three (3) hard copies of bid proposals must be handed in / delivered to the address indicated below:

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

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

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

- 4.3 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.



Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

- 4.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 4.5 The NPA will not accept responsibility for any bid documentation, which gets lost.
- 4.6 An original version of the bid must be submitted. An authorized employee or representative of the bidder must sign the original version in ink, and each page of the proposal shall contain the initial of the same signatory/ies.
- 4.7 **Bulky documents:** Bidders are requested to arrange prior to submitting bulky documents. The NPA will not take responsibility for the bid documents left anywhere else other than the tender box as indicated in paragraph 4.1 above. Bidders are encouraged to call 012 845 6478/6077 or email: [tenders@npa.gov.za](mailto:tenders@npa.gov.za).

## 5. MARKING ON BID ENVELOPE / PACK

- 5.1 The proposals must be submitted in **a two (2) envelopes**. The objective of the exercise is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased.
- 5.2 The **first (1<sup>st</sup>) envelope** holds all documents excluding the pricing proposal (schedule) and detailed supporting pricing documentation. **The second (2<sup>nd</sup>) envelope** holds the pricing schedule. An outer envelope encloses both envelopes that have the envelope addressing as stated in this document.
- 5.3 The NPA only opens the proposal – **the first envelope** – at the evaluation stage and only opens the pricing – **the second envelope** – for those bidders who met the predefined functionality threshold at the proposal evaluation.
- 5.4 Bids should be submitted in a sealed envelope, or sealed pack if too big for envelopes marked as follows:
- Attention : SCM Unit
  - Bid number : NPA 03-22/23 (1<sup>st</sup> Envelope - **Functionality Proposal**)
  - : NPA 03-22/23 (2<sup>nd</sup> Envelope – **Annexure A (Pricing Schedule)**)
  - Closing date and time : 03 August 2022 @ 11h00
  - The name and address of the bidder:
- 5.5 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 4.1 above. The NPA will NOT take responsibility for any bid documents received late
- 5.6 Documents submitted on time by bidders shall not be returned.

## 6. LATE BIDS

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

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

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

### From Pretoria City Centre

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

### N1 from North

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

### N1 from South (coming from Johannesburg)

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

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

## 8. ACCESS TO INFORMATION

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

## 9. REASONS FOR REJECTION

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

## 10. CANCELLATION OF BID PROCESS

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

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

**SECTION 5**

**EVALUATION AND SELECTION PROCESS**

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

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

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

**PHASE 2: MANDATORY REQUIREMENTS EVALUATION PROCESS**

Only bidders that have met the screening process 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 Bidders shall provide full and accurate responses in this document, and explicitly states comply and provide page numbers/reference regarding compliance. Bidders must substantiate their response including full details on how their proposal will address specific functional requirements and be adequately referenced. **Failure to substantiate claims for compliance will result in disqualification**
- 1.2 If bidders do not comply fully with each of the mandatory requirements, the bid will be disqualified. No indication on mandatory fields will be regarded as non-compliance.

**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.

No.	Requirements	Comply	Page numbers/reference
1.	The bidder shall provide maintenance and support and be available 24/7 hours on call support		
2.	The solution must back-up data to disk, SAN and tapes.		
3.	The proposed solution must be compatible with the current NPA environment as per Par 3 on Section 6		
4.	The bidder must provide resources with valid OEM certification throughout the contract period		
5.	Licenses a) Veritas Backup Exec b) CommVault Backup		

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

### PHASE 3: FUNCTIONALITY EVALUATION

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

EVALUATION CRITERIA	WEIGHT
<b>1. Proposed Methodology</b>	<b>40</b>
<p>Bidders must provide a detailed implementation plan, 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"> <li>• Indicate how the Veritas Backup Exec and CommVault Endpoint Backup will be adequately maintained and supported. <span style="float: right;">30</span></li> <li>• Professional hours – indicate how professional services will be conducted in terms of software upgrades, patches, health checks, create customised reports, protect data from ransomware etc. <span style="float: right;">10</span></li> </ul>	
<b>2. Experience and performance capabilities</b>	<b>35</b>
<p>The bidders must demonstrate related experience and performance capabilities in providing licenses for Veritas Backup Exec and CommVault Backup by providing documentary proof in the form of one (1) or more reference letters (on letter head of referee and signed by the relevant authority), confirming the period of the contract(s) where similar services were conducted indicating the start and end date of the contract</p> <ul style="list-style-type: none"> <li>• One (1) year = 1 point</li> <li>• Above one (1) to two (2) years = 2 points</li> <li>• Above two (2) to three (3) years = 3 points</li> <li>• Above three (3) to four (4) years = 4 points</li> <li>• Above four (4) years = 5 points</li> </ul> <p><b>Note:</b> Submission of unsigned reference letter(s) will score zero (0) points</p> <p>The focus of these letters should address the relevant work experience of the bidder. This criterion will be evaluation in conjunction with Section 13 (Bidders experience).</p>	35
<b>3. Qualifications and skills of key personnel</b>	<b>25</b>
<p>The bidders must provide Curriculum Vitae with certificate(s) of an OEM Certified engineer that will be responsible for maintenance and support including professional services.</p> <p>One (1) to two (2) years' experience = 2 Point  Above two (2) years to three (3) years' experience = 3 Points  Above three (3) years to four (4) years' experience = 4 Points  Above four (4) years' experience = 5 Points</p> <p><b>Note:</b> Submission of CV's without certificates for backup management solution will score zero (0)</p>	25
<b>Functional Total</b>	<b>100</b>
<b>Threshold</b>	<b>60%</b>

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

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% or more on functionality will be disqualified.

#### **Phase 4: Price and B-BBEE status level contribution evaluation**

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

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 6

### **TERMS OF REFERENCE: VERITAS BACKUP EXEC AND THE ENDPOINT COMMVAULT BACKUP LICENSE RENEWAL WITH MAINTENANCE AND SUPPORT FOR A PERIOD THREE (3) YEARS.**

#### **1. Purpose of the Bid**

- 1.1 The purpose of this bid is to appoint a service provider to provide Veritas Backup Exec and Endpoint CommVault Backup license renewal with maintenance and support for a period of three (3) years.

#### **2. Contract Period**

- 2.1 Three (3) years licence renewal with maintenance and support services.

#### **3. Current Environment**

- 3.1 The NPA server and endpoint environment consists of:

3.1.1 The Head Office utilizes Hewlett Packard (HP) Blade technology as a physical hardware platform. The servers in use are HP BL460C G8 models. Servers at the 22 regional sites are HP ProLiant DL380P G8 server technology. The backup devices at sites are HP Ultrium Tape front loader devices. The servers are enhanced through the usage of Microsoft Hyper-V virtualization technology.

3.1.2 The Wide Area Network (WAN) architecture is a multiprotocol label switching (MPLS) Next Generation Network.

3.1.3 The Storage Area Network (SAN) is a NetApp solution situated at Head Office (VGM).

3.1.4 The NPA has a disaster recovery site and the proposed solution must be able to replicate data to the offsite DR centre.

3.1.5 The NPA currently manages 366 servers.

3.1.6 The NPA currently has an estimate of 3300 users.

3.1.7 Estimated weekly server data back-up is:

3.1.7.1 Head office: 35 TB

3.1.7.2 Regional sites: 15 TB for 22 sites

3.1.8 The current server platforms and applications are:

3.1.8.1 Microsoft Windows Server 2016 and 2019 Microsoft Active Directory 2016, Exchange 2016 and Exchange Online.

3.1.8.2 Microsoft SQL 2014, 2016 and 2019

3.1.8.3 Microsoft System Centre Configuration Manager (SCCM), Operations Manager (SCOM), Windows Software Update Service

3.1.8.4 Microsoft SharePoint 2013 and SharePoint Online

3.1.8.5 Desktop Backup Management software is CommVault Backup Endpoint Backup

3.1.8.6 Server Backup Management software is Veritas Backup Exec

3.1.8.7 NetApp SAN storage (NetApp plug-ins)

3.1.8.8 MS Windows 10 (64 & 32 bits), will be later upgraded to Windows 11

3.1.8.9 MAC OS

3.1.8.10 MS Office 2019

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

#### 4. Scope of work

##### 4.1 Licenses

- 4.1.1 Provide the following licenses for a period of three (3) years
- 4.1.2 Licenses for Veritas Backup Exec: 50 TB of Data
- 4.1.3 Perpetual licenses for Endpoint CommVault Backup for an estimate of 3300 users

##### 4.2 **240 hours Professional Services** (Certified Engineer/s) for Veritas Backup Exec and CommVault Backup

- 4.2.1 To provide professional services but not limited to health checks, patches, software upgrades, create customised reports, protect data from ransomware etc.
- 4.2.2 Provision of professional support from the OEM

##### 4.3 Three (3) years license renewal including Maintenance and Support.

- 4.3.1 Provide 24/7 hours available on call support.
- 4.3.2 Periodic proactive maintenance
- 4.3.3 Configurations

#### 5. List of NPA Offices

SITE NAME	SITE PHYSICAL ADDRESS
NPA Head Office (Pretoria)	VGM Building, 123 Westlake Avenue, Weavind Park, Silverton
Investigating Directorate (ID)	Brooklyn Bridge, Linton House, Building no. 5, 570 Fehrsen Street, Nieuw Muckleneuck (Brooklyn), Pretoria
DPP Pretoria	Prudential Building 2 <sup>nd</sup> floor, 28 Church Street Square, Pretoria
SCCU Pretoria	Sinondale Centre, George Building 7 <sup>th</sup> Floor, 28 Visagie Street, Pretoria
DPP Johannesburg	Innes Chambers, 51 Pritchard street, Johannesburg
DPP Cape Town	Naspers Building, 115 Buitengracht Street, Cape Town
DDPP Port Elizabeth	Wool Trust building, 18 Grahamstown Road, North End, Gqeberha
DPP East London	Spoornet Building, 17 Fleet Street, East London
DPP Umtata	Lower Sisson and Sutherland Streets, Fortgale, Umtata
DPP Bhisho	Tourism Building, Magistrate Court, Palo Ave, Bhisho
DPP Grahamstown	High Court Building, 94 High Street, Grahamstown
SCCU Cape Town	Commissioner House, Cnr West & Voortrekker Streets, Bellville, Cape
DPP Kimberley	Wilco House, 22 Fabricia Road, Beaconsfield, Kimberley
DPP Bloemfontein	Waterval Building 4 <sup>th</sup> Floor, c/o Aliwal & St. Andrews Streets, Bloemfontein
DPP Mmabatho	Mega City East Gallery, 3139 Sekame Street, Mafikeng
DDPP Thohoyandou	Thohoyandou High Court, Mphephu Drive, Thohoyandou
DDPP Durban	Southern Life Building, 3 <sup>rd</sup> Floor, 88 Joe Slovo Street, Durban
SCCU Durban	John Ross House, 5 <sup>th</sup> Floor, Victoria Embankment, Durban
DPP Pietermaritzburg	286 Pietermaritz Street, Pietermaritzburg
DPP Nelspruit	Mpumalanga Division of High Court, 4 <sup>th</sup> Floor, Cnr. Samora Machel and Kaapse Hoop Road, Mbombela
DPP Polokwane	High Court Building 15 <sup>th</sup> Floor, 36 Biccard Street, Polokwane
SITA Centurion	SITA Centre, 459 John Vorster Dr, Pretoria

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority 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:

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

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 of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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



Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

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;

**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**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = 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)
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

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

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

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

**SECTION 8**

**SBD 4**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:  
 .....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:  
 .....  
 .....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

**SECTION 9**

**Confirmation**

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**

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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**

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

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

Bid No: NPA 03-22/23	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Veritas Backup Exec and Endpoint CommVault Backup license renewal including maintenance and support to the National Prosecuting Authority for a period of three (3) years.	

**SECTION 10**

**ANNEXURE B: Bidder's Experience**

**Name of Bidder:** .....**Bid Number. NPA 03-22/23**

*[Note to the Bidder: The bidder must complete the information set out below in full in response to the requirements stated in on **Section 3, paragraph 34.2** 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

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