



**National Prosecuting Authority**  
South Africa

**Financial Management**

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**INVITATION TO BID**

**BID DETAILS**

<b>BID NUMBER</b>	:	NPA 05-22/23
<b>ISSUE DATE</b>	:	18 June 2023
<b>CLOSING DATE</b>	:	11 July 2023
<b>CLOSING TIME</b>	:	11H00am
<b>BID DESCRIPTION</b>	:	Appointment of service provider to provide maintenance and repairs of x-ray machines and walkthrough metal detectors to the NPA.
<b>CONTRACT DURATION</b>	:	Three (3) years

**DETAILS OF BIDDER**

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

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

**ORIGINAL**

**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 05-22/23
Prepared by Supply Chain Management Unit
Description: Appointment of service provider to provide maintenance and repairs of x-ray machines and walkthrough metal detectors to the NPA.

## DOCUMENTS CHECK LIST

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

NO	DOCUMENTS	TICK
1.	Proof of registration on a Central Supplier Database registration (CSD)	
2.	Department of Health Radiation Control Certificate	
3.	Bidders profile	
4.	Proposed methodology and schedule for project implementation, installation, and configuration as per <b>Section 3 Paragraph 32.4</b>	
5.	At least one (1) or more reference letters of previous clients indicating client satisfaction, contract duration, project description and bid amount as <i>per section 3 Paragraph 32.2</i>	
6.	Certified copies of Identity Documents of Directors/Members/Shareholders	
7.	Submit Curriculum Vitae's and Certificate(s) of experienced resources (qualified technician) on the equipment identified to be utilised for the duration of the contract.	
8.	One (1) original and Two (2) copies of the bid document	

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**FULL DETAILS OF BIDDER**

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

**CONTACT PERSON** : \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
 \_\_\_\_\_

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

\_\_\_\_\_  
 \_\_\_\_\_

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

**TOTAL BID PRICE INCL VAT** : \_\_\_\_\_

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## CONTENT PAGE

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

### Structure of Proposals

#### Glossary

- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of Contract
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selection Process
- Section 6 : Terms of Reference
- Section 7 : Pricing Schedules
- Section 8 : Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022 (SBD 6.1)
- Section 9 : Bidders' Disclosure (SBD 4)
- Section 10 : Confirmation Form
- Section 11 : Bidder's experience

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## GLOSSARY

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

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**SECTION 1**

**SBD 1**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	NPA 05-22/23	CLOSING DATE	11 JULY 2023	CLOSING TIME:	11H00
DESCRIPTION	Bid Description: Appointment of a service provider to provide maintenance and repairs of x-ray machines and walkthrough metal detectors to the NPA for a period of three (3) years.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
National Prosecuting Authority					
VGM Building Weavind Park					
123 Westlake Avenue					
Silverton					
Pretoria					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Thembi Dingiswayo		CONTACT PERSON	Allen Prakash	
TELEPHONE NUMBER	-		TELEPHONE NUMBER	-	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	<a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>	
<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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

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**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7)</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE:.....

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## SECTION 2

### 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.
    - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the



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

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- 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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- 10. Delivery and documents**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is

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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.
  - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

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

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- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, 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 office as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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



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<b>28. Limitation of liability</b>	28.1	<p>Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Program (NIPP)</b>	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.
<b>34. Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition

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

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

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### SECTION 3

#### SPECIAL CONDITIONS OF CONTRACT

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA 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 the bid as a whole or in part.
  - 4.3. 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")
  - 4.4. to amend any bid condition, validity period, or extend the closing date of bids.
  - 4.5. 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.
  - 4.6. to conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
6. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
7. As per National Treasury Instruction note no: 9 of 2017/18 bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number) in order to enable the NPA to verify the bidder's tax status on Central Supplier Database.
8. Bidders are required to provide tax compliance status PIN or the Central Supplier Database Master Registration Number (MAAA Number) to enable the NPA to view their tax profile and verify the bidder's tax compliance status.
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. Preferential consideration will be given to bidders that are legal entities. In case of sub-contracting joint venture agreement, the NPA will enter into a single contract with a principal service provider.
11. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.

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12. The bidder must provide experienced resources i.e. suitable qualified technicians that will be utilised for the duration of the contract. If there are any replacements, they must be of the same caliber (experience and training) and the NPA should be informed in writing before changing the replacement.
13. The NPA shall not accept any responsibility for expenses incurred by the service provider that was not agreed upon by the contracting parties.
14. The norms and quality of the services rendered, must be in accordance with the acceptable standards of the security industry.
15. Bidders must have the capacity to provide the service to all the NPA Regional Offices where the equipment i.e. x-ray machines and walkthrough metal detectors are located. In instances where the bidder will be sub-contracting, details of such companies must be provided.
16. In the event that the x-ray machines and walkthrough metal detectors become redundant, the service provider may be requested to provide a quotation for the supply and installation of new machine/s. The NPA reserves the right to reject a quotation presented and may source alternative quotations.

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

- 17.1. 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**"), –
  - 17.1.1. 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,
  - 17.1.2. 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,
  - 17.1.3. 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,
  - 17.1.4. 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,
  - 17.1.5. 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
  - 17.1.6. has in the past engaged in any matter referred to above.

**18. INDEMNITY**

- 18.1. 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.

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**19. PRECEDENCE**

- 19.1. 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.

**20. TAX COMPLIANCE**

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

**21. GOVERNING LAW**

- 21.1. 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.

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

- 22.1. 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.

23. Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The details of the company to be sub-contracted must be clearly indicated.

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

25. The NPA will enter into a Service Level Agreement with the successful bidders, effective from the date of bid award, taking all aspects of the contract into account. Confidentiality and non-disclosure undertakings may be signed by the resources of the service provider in order to protect the NPA.

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

27. 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.

28. Bidders are requested to place their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each place where a signature is required is correctly and fully signed including witnesses where applicable.

29. Bidders must ensure that they paginate (number the pages) their proposals.

30. The bidder must have the infrastructure (physical premises) and the capacity to provide services as required.

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**31. SECURITY ARRANGEMENTS**

- 31.1. All software programs, computers, networks and associated equipment shall be protected by suitable encryption and passwords structures to ensure that only authorized personnel have access to the system and software.
- 31.2. The service providers shall take full responsibility to rectify any damage caused by his or her employee in the course of conducting repairs and maintenance of the system. This will not be limited to replacement of any damaged equipment.
- 31.3. The service provider shall at all times be responsible for the acts and omissions of his or her employees providing maintenance and repairs services to NPA in terms of this agreement while they are acting within the course and scope of their duties and employment
- 31.4. The successful bidder shall after the award and thereon annually apply to the Department of Health for the issuing of a Radiation Control Certificate. Failure of the service provider to submit the Certificate to the NPA may result in the termination of the contract.
- 31.5. The bidder must warrant the availability and compatibility of replacement spare parts and support services of the equipment for a period of three (3) years. **NOTE.** Unless authorised beforehand by the NPA, equipment should be repaired with original manufacturers' components and not with refurbished or cannibalised parts.
- 31.6. The bidder should make provision for any upgrade to software during its lifetime that enhances the performance of the scanning operation available to the NPA. Upgrades will only be implemented after consultations with the NPA.
- 31.7. In the event that the equipment needs to be repaired off-site, the bidder is responsible for all costs related.

**32. THE PROPOSAL SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING**

- 32.1. **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 consortia and/sub-contractors, if applicable description of the role of the lead partner and participating companies of the consortium.
- 32.2. **References and Performance Capabilities** – The bidder must provide information that demonstrates specific and/or adequate proof of relevant experience and performance capabilities in providing similar service. Such claims must be supported with sufficient references to permit the NPA to verify the claimed capabilities. To support all claims of experience presented and to assist the NPA in reviewing and evaluating the proposals, the bidders are requested to provide the following:
  - 32.2.1. One (1) reference letter or more of previous or current clients where similar services are offered indicating the client's satisfaction with the bidder's delivery of the services, and indicating the period of the contract i.e., Start and end Date of the contract as well as completing **Section 11**. (Note that the focus to these letters should address the relevant work experience of the bidder not the proposed approach to the requirement).

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- 32.3. **Resources:** The bidder must provide suitable qualified technicians with relevant experience that will be utilized for the duration of the contract. The bidder must submit both Curriculum Vitae's and Certificate(s) of training of experienced resources (Qualified technicians) on specified equipment. If there are any replacement of technicians, they must be of the same caliber (experience and training) and the NPA must be informed in writing before changing the replacement.
- 32.4. **Proposed methodology, project implementation plan and timelines-** In this section, the bidder must demonstrate the understanding of the project indicating how its tasks and deliverables will be carried out, namely:
- 32.4.1. Plans to monitor the provision of the services and the frequency thereof,
  - 32.4.2. Contingency Plan for continued provision of the services,
  - 32.4.3. Reporting mechanisms.
- 32.5. **Repairs And Maintenance Plan** - An on-site repairs and maintenance plan must be provided for a period of three (3) years. The plan must furnish the following:
- 33.5.1 Must be able to warrant availability of spare parts for a minimum of three years.
  - 33.5.2 Ability to provide a log of all test results and provide written reports confirming all the findings and recommendations on completion of the repairs and maintenance.
  - 33.5.3 Respond to emergency calls as and when required.
- 32.6. The successful service provider shall comply, but not limited to, with the following relevant legislation:
- 32.6.1. The Private Security Industry Regulation Act, 2001 (Act no. 56 of 2001)
  - 32.6.2. The Private Security Industry Regulations, 2002 dated 14 February 2002
  - 32.6.3. Provisions from the Security Officers Act, 1987 (Act 92 of 1987)
  - 32.6.4. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993)
  - 32.6.5. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993)
  - 32.6.6. The Criminal Procedure Act, 1977 (Act no. 51 of 1977)
  - 32.6.7. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985)
  - 32.6.8. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001)
  - 32.6.9. Hazardous Substance Act (Act 15 of 1973)

**Note:** Should any of the relevant legislation be amended, the amendment should be adhered to.

33. 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.

**34. CONFIDENTIALITY.**

Bidders must ensure that the NPAs interests are served at all times during the contract period. Recommendations must be based on impartial observations, responsible opinions and pertinent facts. Any information gained by the service providers during the course of the contract must be kept in strict confidence and may not be used without the written permission of the National Prosecuting Authority.

**35. BIDDER'S OBLIGATIONS**

- 35.1. The bidder must provide a contingency plan in case of the strike/unrest or any unplanned eventuality that can disrupt services to the NPA.

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- 35.2. The bidder must agree to reliability checks by the State Security Agency (SSA) on the company, personnel allocated for the purposes of this bid and every director of the company or member of the close corporation prior to the awarding or issuing of the contract and/or purchase order.
- 35.3. The bidder shall acquaint himself with any relevant wage regulating measures or statutory enactment which may be in force or which may be contemplated, affecting conditions of employment during the term of agreement.
- 35.4. The bidder shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions, medical fund and insurance premiums.
- 35.5. The bidder shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of personnel provided or as a result of the personnel being provided by the bidder in terms of this agreement and shall on request furnish sufficient documentary proof to NPA that these payments have in fact been made, e.g. Provident fund, UIF etc.

**36. DAMAGE TO PROPERTY**

- 36.1. **Damages to NPA property:** In the case of damages to carpets, furniture, equipment, etc. resulting from servicing the equipment, the service provider undertakes to rectify/repair the damage immediately after notification by the *project manager / contract management*. *If the service provider fails to act after notification, NPA will rectify the damages and costs will be recovered from the service provider.*
- 36.2. **Damage compensation:** The service provider will be held responsible for any damage or theft by his employees or due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by NPA against the service provider.



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## SECTION 4

### BID SUBMISSION REQUIREMENTS

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

1.1 The 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 NPA has decided that the bidder must:

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

#### 2. FRAUD AND CORRUPTION

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

#### 3. CLARIFICATION / QUERIES

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

Bid Enquiries : Thembi Dingiswayo  
E-mail : [tenders@npa.gov.za](mailto:tenders@npa.gov.za)

3.2 Queries received will be responded to within two (2) working days of receiving the query.

3.3 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.

#### 4. SUBMITTING BIDS

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

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

4.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date and time of the bid on the addresses as 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.

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.

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- 4.5 The NPA will not accept responsibility for any documentation, which gets lost.
- 4.6 An original version of the bid must be submitted. An authorized employee must sign the original version in ink, or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 4.7 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting the bulky documents. The NPA will not take responsibility for the bid documents left anywhere else other than the tender box as indicated in paragraph 5.1 above. Bidders are encouraged to call 012 845 7013/6077 or to email to tenders@npa.gov.za to make arrangements.

## 5. MARKING ON BID ENVELOPE / PACK

- 5.1 The proposals must be submitted in **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 05-22/23.
  - Closing date and time : 11July 2023 @ 11h00am
  - 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 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.
- 6.3 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

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

### From Pretoria City Centre

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

### N1 from North

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

### N1 from South (coming from Johannesburg)

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

Take the Lynnwood Road turn-off, 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.

## 9. REASONS FOR REJECTION

- 9.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 9.2 NPA may disregard the bid of any bidder if that bidder, or any of its directors.
- 9.2.1 Have abused the SCM system of NPA,
  - 9.2.2 Have committed proven fraud or any other improper conduct in relation to such system,
  - 9.2.3 Have failed to perform on any previous contract and the proof exists; such actions shall be communicated to the National Treasury.
- 9.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.
- 9.4 Bidders that fail to submit a bid proposal in terms of section 3.
- 9.5 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.

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## 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 2022. The evaluation process comprises of the following phases:

#### Phase 1: Initial screening process

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

#### Phase 2: Functionality Evaluation

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

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

EVALUATION CRITERIA	WEIGHT
<b>1. Proposed Methodology</b>	<b>40</b>
Bidders must submit a detailed project implementation plan demonstrating the understanding of the project, indicating how its tasks and deliverables will be carried out including timelines. The following should be indicated and highlighted on the proposal i.e. <ul style="list-style-type: none"> <li>▪ Plans to monitor the provision of the services and the frequency thereof.</li> <li>▪ Contingency Plan for continued provision of the services</li> <li>▪ Reporting mechanisms</li> </ul>	15 15 10
<b>2. Experience and performance capabilities</b>	<b>20</b>
Bidders must have experience in providing repairs and maintenance on x-ray machines and walkthrough metal detectors. Demonstrate related experience and performance capabilities by providing documentary proof in the form of one (1) or more reference letter (on letter head of referee and signed by the relevant authority) indicating the period of the contract (start and end date) where similar services were rendered. <p>Less than One (1) year = 1 point  Above one (1) year up to four (4) years = 3 points  Above four (4) years up to seven (7) years = 4 points  Above seven (7) years = 5 points  Non-submission = (0) Points.</p>	<b>20</b>
<b>3. Training and skills of key personnel</b>	<b>20</b>
The bidder's proposed resources must have relevant training, skills and experience in the maintenance and repairs of similar security equipment. <p>The bidders must submit, as part of its proposal, the following:</p> <p>Both Curriculum Vitae's and Certificate(s) of training of the experienced resources (qualified technicians) to be assigned to the NPA. The CV's must clearly highlight training, areas of experience and competence to the relevant security equipment in terms of repairs and maintenance of this bid.</p>	<b>20</b>

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EVALUATION CRITERIA	WEIGHT
<b>TOTAL NUMBER OF YEARS OF EXPERIENCE OF RESOURCES</b> Non- submission = 0 Points Two years and less = 1 Point Above two (2) years up to three (3) years = 2 Points Above three (3) years up to four (4) years = 3 Points Above four (4) years up to five (5) years = 4 Points Above five (5) years = 5 Points	
<b>4. REPAIRS AND MAINTENANCE PLAN</b>	<b>20</b>
An on-site repairs and maintenance plan must be provided for a period of three (3) years. The plan must furnish the following: <ul style="list-style-type: none"> <li>▪ Must be able to warrant availability of spare parts for a minimum of three (3) years.</li> <li>▪ Ability to provide a log of all test results and provide written reports confirming all the findings and recommendations on completion of the repairs and maintenance.</li> <li>▪ Respond to emergency calls as and when required.</li> </ul>	5 10 5
<b>Functional Total</b>	<b>100</b>
<b>Threshold</b>	<b>60%</b>

The percentage for functionality will be calculated as follows:

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

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

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

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

- i. The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the marks scored for each criterion.
- ii. The scores for each criterion will be added to obtain the total score.
- iii. This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 60% on functionality will be evaluated and scored in terms of Price and specific goals/preference points.
- iv. Bidders not meeting a minimum qualifying score of 60% on functionality will be disqualified.

### PHASE 3: PRICE AND SPECIFIC GOALS SPECIFIED FOR THE BID.

Points scored for specific goals will be added to the points scored for Price and the total will be rounded off to the nearest two decimal places.

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## SECTION 6

### 1. PURPOSE OF THE BID

- 1.1 The Purpose of the bid is to appoint a service provider to provide maintenance and repairs to the x-ray and walkthrough metal detectors at the National Prosecuting Authority (NPA) regional offices for a period of three (3) years.

### 2. BACKGROUND

- 2.1 The Security Management Services at the NPA is responsible to provide a safe and secure working environment. This is achieved by ensuring proper access control measures and procedures are in place.

### 3. SCOPE OF WORK

- 3.1 The provision of maintenance and repairs of x-ray machines and walkthrough metal detectors at NPA Regional Offices for a period of three (3) years.
- 3.2 The service provider shall be responsible for the maintenance and repairs of the following equipment:

#### X-RAY MACHINE & WALK-THROUGH METAL DETECTOR

OFFICE	ADDRESS	WALK-THROUGH METAL DETECTOR	X-RAY MACHINE
DPP Cape Town	115 Buitengratch Street	Rapiscan 6M, S/N 1315028, Barcode 91535	Rapiscan, S/N 6152112, Barcode 106826
		Rapiscan 6M, S/N 1141007, Barcode 92364	Rapiscan, S/N 6152114, Barcode 106836
		Rapiscan 7M, S/N 1316088, Barcode 92375	
DPP Kimberly	Wilcon House, 22 Fabric Road	Saflec Popular 2000, Barcode 16871	Rapiscan620 RX, S/N 6184126 (Barcode 100409)
		Saflec Popular 2000, Barcode 16810	HISSCO S/N 10HIS2149
DPP Durban	John Ross House, Durban	Rapiscan 6M, S/N 6m1315008 (Barcode 91533)	Rapiscan 620RX, S/N 61132P41-0 (Barcode 92360)
DPP Pretoria	Prudent Building 28, Church Square	Rapiscan S/N 6m1412201	HISSCO S/N 73912848-5201BA (NPA 8454)
		Saflec NPA 66314	Smith's Heliman S/N 83287
DPP Pietermaritzburg	286 Pietermaritzburg Street	Rapiscan Meteor 6M, S/N 6M1146104-0, Barcode 91527	Rapiscan 620 RX, S/N 61140P16-0, Barcode 92381
		Rapiscan Meteor 6M, S/N 6M1313036-0, Barcode 92372	Rapiscan 620 RX, S/N 61135010-0, Barcode 92377

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DPP Grahamstown		Rapiscan Meteor-6m, S/N 6m1352230, Barcode 91522	
DPP Mthatha	44 Lower Sission Street, Fort Gale	Rapiscan 626 XR, Model 2016 (Barcode 92373)	Rapiscan 6M, Model 2016 (Barcode 92400)
North-West	3139 Sekame Road, Mmabatho	Rapiscan Meteor-6M, Barcode 92374	Rapiscan 620RX, Barcode 92378
		Rapiscan 6M, Barcode 92384	Rapiscan 620RX, Barcode 92379
NPA Bhisho	5 Phalo Avenue	Rapiscan Meteor-6M, S/N 6m1411200, Barcode 92383	
NPA Port Elizabeth	18 Grahamstown Road	Rapiscan Meteor-6M, S/N 1442044, Barcode 86887	Rapiscan 620RX, S/N 61138p14-0 (Barcode 92382)
		Rapiscan 6M, S/N 6m1502036, Barcode 91828	Rapiscan 620RX, S/N 61138p06-0 (Barcode 92366)
NPA East London	17 Fleet Street	Rapiscan Meteor-6M, S/N 6m1412218, Barcode 91531	Rapiscan 620RX, S/N 61140p76-0, Barcode 92380

#### 4 DELIVERABLES

- 4.1 Provide comprehensive maintenance service.
- 4.2 Provide repair service.
- 4.3 Submission of reports and record keeping
- 4.4 Provide spare parts, as and when required.
- 4.5 Provide qualified and competent technicians.

#### 5. GENERAL DUTIES AND RESPONSIBILITIES OF THE BIDDER

##### 5.1 Comprehensive maintenance service

- 5.1.1 Conducting quarterly maintenance inspections and testing all systems, not limited to, components, communications, cables, batteries, surge protectors and power supplies,
- 5.1.2 Conduct X-Ray inspection for radiation emission, at least once a year.
- 5.1.3 Providing preventative maintenance services.
- 5.1.4 Standby technical assistance and support to any system malfunction /deficiencies.
- 5.1.5 It is the responsibility of the service provider to ensure that the maintenance services rendered meet the following requirements at all times:
  - 5.1.5.1 Maintenance shall include regular preventative maintenance, corrective maintenance as well as breakdown maintenance on all components of the equipment as specified.
  - 5.1.5.2 The maintenance control plan shall be developed by the bidder to schedule the frequency of routine inspections and format of reports.

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- 5.1.5.3 Each inspection, test or breakdown shall be recorded in an approved format and listed in the inspection report.
- 5.1.5.4 The bidder shall as part of maintenance responsibilities repair faulty equipment upon logging or a breakdown, within a specified downtime at the bidder's cost.
- 5.1.5.5 The bidder shall not claim additional costs where repair work is to be carried out during the maintenance phase.
- 5.1.5.6 The bidder shall rectify any faulty condition, even if it has not been logged, but the NPA Security Management Services (SMS) representative has to be informed. Such rectification shall be logged and listed in the inspection report.

## 5.2 Repair service

- 5.2.1 Immediate response to call-outs as a result of dysfunctional or identified faults in the system
- 5.2.2 Immediate repairs to all identified faults
- 5.2.3 In the event that the equipment needs to be repaired off-site, the bidder is responsible for all costs related. The reactive support (on ad-hoc basis) must include but not limited to the following:
  - 5.2.3.1 Bidder will be required to repair equipment as and when required.
  - 5.2.3.2 Provide technical helpdesk for second level support.
  - 5.2.3.3 Ability to respond to calls on ad hoc basis. The mean-time-to-respond must be four (4) hours (the bidder must acknowledge and send out a call-out technician within four (4) hours of call by the NPA.
- 5.2.4 The bidder will be required to respond to calls as follows:
  - 5.2.4.1 Resolve a severity 1 problem within four (4) hours of call by the NPA. A severity 1 problem is defined as a problem where the failure is affecting the normal business activities of the client e.g., faults on one of the equipment.
  - 5.2.4.2 Resolve severity 2 problem within 24 hours of call by the NPA. A severity 2 problem is defined as a problem where the system is malfunctioning.
- 5.2.5 Bidder must keep clear records and produce statistics of calls logged and technicians' activities.

## 5.3 Submission of reports and record keeping

- 5.3.1 Bidder must submit quarterly reports which includes system functionality reports and Job cards related to repairs and maintenance of the equipment.
- 5.3.2 Keep detailed records of all call-outs, inspections, repairs, maintenance and interventions;
- 5.3.3 Report of the health checks must be provided after inspection.
- 5.3.4 All inspection visits and tests must be registered.

## 5.4 Provide spare parts, as and when required.

- 5.4.1 The bidder must warrant the availability and compatibility of replacement spare parts and support services of the equipment for a period of three (3) years.
- 5.4.2 Unless authorised beforehand by the NPA, equipment should be repaired with original manufacturers' components and not with refurbished or cannibalised parts.
- 5.4.3 A SCM process will be followed for the procurement of the spare parts.

## 5.5 The successful bidder will at inception perform a due diligence of the entire system and provide a detailed report of the system containing the following:

- 5.5.1 List of repairs to be effected on the current system;
- 5.5.2 Recommendations on system's improvements.
- 5.5.3 Timelines to effect the repairs and maintenance.



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5.6 **Provide competent technicians with in-depth experience in the following fields:**

- 5.6.1 Electronic systems, x-ray and walk-through metal detectors
- 5.6.2 Hardware and software setup and configuration

**6. SUPPLY, INSTALL AND MAINTENANCE**

- 6.1. The bidder may be requested to supply, install, and maintain the new x-ray and walk-through metal detectors as and when the need arises.

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**SECTION 7**

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- 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 To be completed by the organ of state**

- a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

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## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

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Where:

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise with ownership of 51% or more by black person/s		10		
Enterprise with ownership of 51% or more by female person/s (Women)		05		

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Enterprise with ownership of 51% or more by youth		03		
Enterprise with ownership of 51% or more by person/s with disability		02		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be

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restricted 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, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

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**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**

<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.

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2.3.1 If so, furnish particulars:

.....  
 .....

**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 05-22/23
Prepared by Supply Chain Management Unit
Description: Appointment of service provider to provide maintenance and repairs of x-ray machines and walkthrough metal detectors to the NPA.

**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**

.....

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

.....

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

Bid No: NPA 05-22/23
Prepared by Supply Chain Management Unit
Description: Appointment of service provider to provide maintenance and repairs of x-ray machines and walkthrough metal detectors to the NPA.

**SECTION 10**

**PRICING SCHEDULE – FIXED PRICES**

1. All bidders are expected to submit the price structure and cost breakdown as per the following Pricing Schedule:

#	ITEM	QTY	QUARTERLY UNIT PRICE (VAT INCL.)	MAINTENANCE PERIOD	TOTAL PRICE (VAT INCL.)
1	<b>X-Ray Machines</b>	15	Rapiscan: R .....	Year 1	R .....
	Hisco: R .....		R .....		
	Smith Heliman: R .....		R .....		
	<b>Sub-total: R .....</b>		<b>Total price for year 1</b>		<b>R .....</b>
	Rapiscan: R .....		Year 2	R .....	
	Hisco: R .....			R .....	
	Smith Heliman: R .....			R .....	
	<b>Sub-total: R .....</b>			<b>Total price for year 2</b>	<b>R .....</b>
	Rapiscan: R .....		Year 3	R .....	
	Hisco: R .....			R .....	
	Smith Heliman: R .....			R .....	
	<b>Sub-total: R .....</b>			<b>Total price for year 3</b>	<b>R .....</b>
	<b>(A) Total Price for support and maintenance of X-Ray machines for three (3) years.</b>				

Bid No: NPA 05-22/23
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Description: Appointment of service provider to provide maintenance and repairs of x-ray machines and walkthrough metal detectors to the NPA.

2	Walk-through Metal Detectors  Support and Maintenance for a period of three (3) years	18	Rapiscan: R.....	Year 1	R .....
			Saflec popular: R.....		R .....
			<b>Sub-total: R.....</b>	<b>Total price for year 1</b>	<b>R .....</b>
			Rapiscan: R.....	Year 2	R .....
			Saflec popular: R.....		R .....
			<b>Sub-total: R.....</b>	<b>Total price for year 2</b>	<b>R .....</b>
			Rapiscan: R.....	Year 3	R .....
			Saflec popular: R.....		R .....
			<b>Sub-total: R.....</b>	<b>Total price for year 3</b>	<b>R .....</b>
			<b>(B) Total Price for support and maintenance of Walk-through metal detectors for three (3) years.</b>		
<b>TOTAL BID PRICE FOR A PERIOD OF THREE (3) YEARS. (VAT INCL.) (A + B)</b>					<b>R</b>

1. Reactive Support fees (Refer to Section 6, paragraph 5.2)
2. For comparison purpose, bidders must provide cost for reactive support for a period of three (3) years.

ACTIVITY/ DELIVERABLE	RATE/ PER HOUR	COST (VAT INCL)
Reactive support – <b>Working Hours (07:30 - 16H30)</b>	R	R
Reactive support – <b>After Hours</b> Weekends and Public holidays	R	R
<b>Sub Total (VAT Incl.)</b>	<b>R</b>	<b>R</b>

**THREE (3) YEARS REPAIRS AND MAINTENANCE**

1. Bidders are required to indicate a three (3) years maintenance and repairs amount on the above pricing schedule. **(Note: Prices accepted shall remain fixed from the date of acceptance for a contract period of three (3) years. Bidder must consider any possible price increase and/or escalation as no additional costs will be admitted later).**

**CONDITIONS APPLICABLE TO THE BIDDERS PRICING:**

2. The bidders must complete the pricing schedule (inclusive of any escalation and/or all costs deemed necessary as no additional costs will be admitted later on non-imported items).
3. Total price indicated on the pricing schedule will be utilised in calculating the points for price.
4. All prices must be quoted in South African Rands and must be inclusive of all applicable taxes.
5. Prices are to remain fixed and valid for the period of three years.
6. The bid price of imported items or devices must remain firm or fixed for a period of 90 days from the days of bid closing, and thereafter, Rate of Exchange (RoE) may be considered. **Bidders are requested to indicate on the pricing schedule if RoE is applicable.**

Bid No: NPA 05-22/23
Prepared By: Supply Chain Management Unit
Bid Description: Appointment of service provider to provide maintenance and repairs of x-ray machines and walkthrough metal detectors to the NPA.

**SECTION 11**

**Annexure B: Bidder's Experience**

NAME OF BIDDER: .....	BID NO.: <b>NPA 05-22/23</b>
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*[Note to the Bidder: Bidder must complete the information set out below in response to the requirements stated in section 3, paragraph 32.2 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 Signature/ initial: \_\_\_\_\_