

# STRATEGY, OPERATIONS & COMPLIANCE



National Prosecuting Authority  
South Africa

## Financial Management

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### INVITATION TO BID

#### BID DETAILS

BID NUMBER : NPA 06-23/24  
ISSUE DATE : 13 November 2023  
COMPULSORY BRIEFING SESSION : 21 November 2023 @ 11h00 a.m.

[Click here to join meeting](#)

CLOSING DATE : 04 December 2023

CLOSING TIME : 11h00 am

BID DESCRIPTION : Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA.

CONTRACT DURATION : Three biennial (3) years

#### DETAILS OF BIDDER

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

CSD SUPPLIER NUMBER	UNIQUE REGISTRATION NUMBER

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

ORIGINAL

COPY

**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: <b>NPA 06-23/24</b>
Prepared By: Supply Chain Management
Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

**DOCUMENTS CHECK LIST**

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

NO	DOCUMENTS	TICK
1.	Central Supplier Database registration report (CSD)	
2.	Bidder's profile	
3.	Proposed approach/ methodology, proposal and operational/works schedule for conducting satisfaction surveys as per Section 3, paragraph 31.2	
4.	Certified copies of Identity Documents of Directors/Members/Shareholders	
5.	One (1) or more signed reference letter/s from previous/current clients indicating client satisfaction, contract duration, project description and bid amount as per Section 3 paragraph 31.4	
6.	One (1) original and two (2) copies of the bid document	
7.	Submit Curriculum Vitae of the team leader (researchers) in conducting surveys.	

Bidder's signature/initials .....

Bid No: **NPA 06-23/24**

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**FULL DETAILS OF BIDDER**

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

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

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

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

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

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

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

**PHYSIAL ADDRRESS** : \_\_\_\_\_

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

**POSTAL ADDRRESS** : \_\_\_\_\_

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

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

Bid No: **NPA 06-23/24**

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## CONTENT PAGE

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

### Glossary

- Section 1 : PART A - Invitation to Bid (SBD 1); PART B – Terms and Conditions for Bidding
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of the Bid
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Terms of Reference
- Section 7 : Pricing Schedule
- 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 : Bidders Experience

Bid No: **NPA 06-23/24**

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Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

## GLOSSARY

Award	Conclusion of the bid process and the final notification to the successful bidder
Bid	Written offer in a prescribed form in response to an invitation by NPA for the provision of goods, works or services
Briefing Session	A session that is held after the bid document is issued and before the closing date of the bid during which information is shared with potential bidders
Bidder	Organization with whom NPA will conclude a formal contract and potential Service Level Agreement subsequent to the final award of the contract based on this Request for Bid
CCJSS	Crime and Criminal Justice Satisfaction Survey
DTI	Department of Trade and Industry
GCC	General Conditions of Contract
ID	Investigating Directorate
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:	<b>NPA 06-23/24</b>	CLOSING DATE:	04 December 2023	CLOSING TIME:	<b>11H00 am</b>
DESCRIPTION	Appointment of a service provider to conduct Customer and Stakeholder survey on Crime and Criminal Justice Satisfaction 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	<b>Mr. Samuel Thoka</b>		CONTACT PERSON	<b>Ms. Marthi Alberts</b>	
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<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		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

Bid No: **NPA 06-23/24**

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**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN 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."

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

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

**SECTION 2**

**GENERAL CONDITIONS OF CONTRACT**

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

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



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

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

**8. Inspections, tests and analyses**

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

**9. Packing**

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

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.

- |                                   |      |   |
|-----------------------------------|------|---|
| <b>10. Delivery and documents</b> | 10.1 | Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.  |
|                                   | 10.2 | Documents to be submitted by the supplier are specified in SCC.   |
| <b>11. Insurance</b>              | 11.1 | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.   |
| <b>12. Transportation</b>         | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.   |
| <b>13. Incidental services</b>    | 13.1 | The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:<br><br>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;<br>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;<br>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;<br>(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<br>(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.  |
| <b>14. Spare parts</b>            | 14.1 | As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:<br><br>(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<br>(b) in the event of termination of production of the spare parts:<br><br>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and<br>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.  |

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

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and

not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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



Bid No: <b>NPA 06-23/24</b>
Prepared By: Supply Chain Management
Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

	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.
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;  (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an  (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<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.

Bid No: **NPA 06-23/24**

Prepared By: Supply Chain Management

Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

**34. Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor concerned.

Bid No: **NPA 06-23/24**

Prepared By: Supply Chain Management

Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

### **SECTION 3**

#### **SPECIAL CONDITIONS OF THE BID**

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA reserves the right;
  - 3.1 Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
  - 3.2 To award a bid to one or more service providers.
  - 3.3 To award the bid as a whole or in part.
  - 3.4 To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
  - 3.5 To terminate any contract where service has not been carried out to its satisfaction.
  - 3.6 To amend any bid condition, validity period, or extend the closing date of bids.
  - 3.7 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.
  - 3.8 To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
4. The NPA will, at any time post award, visit the training site(s) and or courts to observe/conduct quality assurance on training offered to field workers.
  - 4.1 The NPA will attend two training sessions of the field workers.
  - 4.2 The NPA reserves the right to attend courts to monitor how the court-based surveys are being conducted.
5. 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.
6. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.

Bidder's signature/initials .....

Bid No: **NPA 06-23/24**

Prepared By: Supply Chain Management

Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

7. As per National Treasury SCM Instruction no: 4A 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).
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. The NPA shall not accept any responsibility for any expenses incurred by the service provider that was not part of the contract.
10. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation.
11. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable** ink will not be acceptable and will automatically disqualify the submitted bid.
12. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting the NPA will enter into a single contract with a principal service provider.
13. Bidders must submit documentary proof of the existence of joint ventures and/or consortium arrangements. The NPA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must be clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
14. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
  - 14.1 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"), –
    - 14.1.1 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;
    - 14.1.2 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;
    - 14.1.3 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;
    - 14.1.4 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;

14.1.5 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;

14.1.6 has in the past engaged in any matter referred to above.

**15. INDEMNITY**

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

**16. PRECEDENCE**

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

**17. TAX COMPLIANCE**

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

**18. GOVERNING LAW**

South African law governs this bid and the bid response process. The Bidder agrees 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.

**19. RESPONSIBILITY FOR COMPANY/BUSINESS PERSONNEL**

19.1 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.

19.2 Bidding companies must clearly indicate if they envisage sub-contracting part of the services. The specific goals of the company to which work will be sub-contracted must also be clearly indicated as per table 1 on page 39.

20. Should a bidder cede its rights to the contract, cession shall be applicable as follows:

20.1 Cession must only be applicable to the transfer of right to payment for services rendered by a service provider to a Financial Services Provider or State Institution.

Bid No: **NPA 06-23/24**

Prepared By: Supply Chain Management

Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

- 20.2 The request for cession must be by the service provider and not a third party; and
- 20.3 The written request by the service provider must be accompanied by the cession assignment.
- 21. The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account.
- 22. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
- 23. The successful service provider 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 cancel this contract immediately, in writing.
- 24. Bidders are requested to endorse their signature/initial on every page of the bid document. Furthermore, bidders must ensure that every place where a signature is required is correctly and fully signed including witnesses where applicable.
- 25. The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver items/service required.
- 26. The service provider must supply and/or deliver the items or service as specified on the official signed NPA purchase order within the agreed time by both parties after receipt of such purchase order.
- 27. The NPA shall not accept any responsibilities for any expenses incurred by the service provider that was not part of the contract. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
- 28. The successful bidder will be required to enter into an agreement with the National Prosecuting Authority to provide a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey.
- 29. The NPA will not be liable for the non-performance of the service provider, nor for the non-performance of any of the stakeholders outside the NPA (including but not limited to the external respondents) in the survey process.
- 30. The NPA reserves the right to change the scope of work and project plans for the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) years' surveys, should the need therefore occur.
- 31. **THE PROPOSAL SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING IN DETAIL:**
  - 31.1 **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-contracts, if applicable description of the role of the lead partner and participating companies of the consortium.

31.2 **Proposed methodology, plan and timelines** - In this section, the bidder must provide the proposed approach indicating how its tasks and deliverables will be carried out, namely;

31.2.1 Provide a detailed proposal of the research approach and methodology to be used to carry out the scope of services outlined in the terms of reference and clearly demonstrate how the project deliverables will be achieved.

31.2.2 Research timeframe, resources, staffing plan and deliverables.

31.2.3 Detailed costing aligned to the phased deliverables.

31.3 **Performance Capabilities** - Bidder must provide information that demonstrates specific related experience by successfully providing proof where similar services were rendered.

31.4 **References and performance capabilities** - Bidders must provide information demonstrating specific related experience in successfully providing similar services e.g., customer and stakeholder satisfaction survey. Such claims must be supported with sufficient references to permit the National Prosecuting Authority to verify claimed capabilities. To support all claims of experience presented and to assist the National Prosecuting Authority in reviewing and evaluating the proposals, bidders are requested to provide the following:

31.4.1 At least one (1) or more signed relevant reference letter(s) must be submitted indicating client satisfaction with bidders' rendering of services; also, the client's name, contact person, telephone, e-mail address, brief description of services rendered and the period of the contract i.e., exact start and end dates of contract(s) where such services were/ are rendered. - as well as completing **Section 11** of this document (Note that the focus to these points should address the relevant experience of the bidder, not the proposed approach of the service requirements).

31.5 **Resources** – The bidder must provide a Curriculum Vitae of an experienced team leader (researcher) with experience in conducting surveys. If there are any replacement of resources, they must be of the same caliber and the NPA must be informed in writing before changes are effected.

- 32. The bidder may not replace or change the team leader within the first six (6) months after signing of the service level agreement (SLA).
- 33. The bidder will be required to utilise the existing NPA questionnaire for the quantitative customer satisfaction survey. The questionnaire for the qualitative stakeholder survey must be developed in consultation with the NPA.
- 34. The questionnaires developed in this project remains the intellectual property of the NPA and may not be used/copied by the service provider in their other projects. The data collected in this project may not be copied in any form or transferred for use in any other project.
- 35. The bidder shall acquaint themselves with any relevant wage regulating measures or statutory enactment which may be in applicable or which may be contemplated, affecting conditions of employment during the term of agreement.

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Prepared By: Supply Chain Management

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36. 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.
  
37. 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.



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Prepared By: Supply Chain Management

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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 : Samuel Thoka  
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. COMPULSORY BRIEFING SESSION

4.1 A compulsory briefing session will be held at the following address and simultaneously on MS Teams (virtually):

Venue and address	Date	Time
VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria	21 November 2023	11h00-12h00
MS Teams - Link available on the NPA website		

4.2 ***Attendance of this briefing session is compulsory. Failure to attend will result in disqualification of your bid proposal.***

4.3 Bidders will get a copy of the bid document at the reception, **VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria**, and the soft copy will be available on the **NPA website ([www.npa.gov.za](http://www.npa.gov.za))** and National Treasury E-portal.

Bid No: **NPA 06-23/24**

Prepared By: Supply Chain Management

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## 5. SUBMITTING BIDS

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

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

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

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

- 5.3 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 5.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 5.5 The NPA will not accept responsibility for any documentation, which gets lost.
- 5.6 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.
- 5.7 **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 6253/6077 or to email to [tenders@npa.gov.za](mailto:tenders@npa.gov.za) to make arrangements.

## 6. MARKING ON BID ENVELOPE / PACK

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

- |   |   |                              |
|---|---|------------------------------|
| <input type="checkbox"/> Attention                          | : | Tender Box:                  |
|   | : | Supply Chain Management      |
| <input type="checkbox"/> Bid number                         | : | NPA 06-23/24                 |
| <input type="checkbox"/> Closing date and time              | : | 04 December 2023 at 11h00 am |
| <input type="checkbox"/> The name and address of the bidder | : |                              |

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

**7. LATE BIDS**

- 7.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00am or any time thereafter. The tender (bid) box shall be locked at exactly 11:00am and bids arriving late will not be considered under any circumstances, such as traffic problems, getting lost etc.
- 7.2 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.
- 7.3 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

**8. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS**

**From Pretoria City Centre**

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

**N1 from North**

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

**N1 from South (coming from Johannesburg)**

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

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

**9. ACCESS TO INFORMATION**

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

**10. REASONS FOR REJECTION**

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

**11. CANCELLATION OF BID PROCESS**

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

Bid No: <b>NPA 06-23/24</b>
Prepared By: Supply Chain Management
Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

**SECTION 5**

**EVALUATION AND SELECTION PROCESS**

All bids received will be evaluated in accordance with the **80/20** preference point system as prescribed in the Preferential Procurement Regulation of 2022. Evaluation process comprises the following phases:

**Phase 1: Screening process**

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

**Phase 2: Functionality evaluation**

Only bidders that have qualified during the screening process (completeness of documentation) will be evaluated on functionality. At this phase, the evaluation process will be based on the bidder’s responses in respect of the bid proposal. **Only** bidders that have met or exceeded the minimum threshold of **60%** or more on functionality evaluation will qualify for Price and Specific goals contribution. Bidders scoring less than **60%** for functionality (Phase 2) will be disqualified for further evaluation.

**FUNCTIONAL EVALUATION**

Functionality proposal 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.

<b>FUNCTIONALITY CRITERIA – PHASE 2</b>	<b>WEIGHT</b>										
<b>2.1 PROPOSED METHODOLOGY</b>	<b>40</b>										
<p>The bidder must provide a detailed implementation strategy indicating the methodology on how the project will be executed successfully. The proposal costing must be aligned to the phased project deliverables and must also include confirmation of the timeframes, staffing plan, definitions of the deliverables and the scope of work for each phase (CV of experienced team leader must be submitted).</p> <ul style="list-style-type: none"> <li>▪ Provide a detailed proposal of the research methodology/ approach to be used to carry out the scope of work outlined in the bid document and clearly demonstrating how the project deliverables will be achieved.</li> <li>▪ Describe the resources and tools to undertake this project.</li> </ul>	40										
<b>2.2 TRACK RECORD AND EXPERIENCE IN CONDUCTING SURVEYS</b>	<b>30</b>										
<p>31.4.1 At least one (1) or more signed relevant reference letter(s) must be submitted indicating client satisfaction with bidders’ rendering of services; also, the client’s name, contact person, telephone, e-mail address, brief description of services rendered and the period of the contract i.e., exact start and end dates of contract(s) where such services were/ are rendered –</p> <table border="1" style="width: 100%;"> <tr> <td>Less than three (3) years’ experience in successfully conducting surveys</td> <td>= 1 Points</td> </tr> <tr> <td>More than three (3) years to five (5) years’ experience in successfully conducting surveys</td> <td>= 2 Points</td> </tr> <tr> <td>More than five (5) years to seven (7) years’ experience in successfully conducting surveys</td> <td>= 3 Points</td> </tr> <tr> <td>More than seven (7) years to ten (10) years’ experience in successfully conducting surveys</td> <td>= 4 Points</td> </tr> <tr> <td>More than ten (10) years’ experience in successfully conducting surveys</td> <td>= 5 Points</td> </tr> </table>	Less than three (3) years’ experience in successfully conducting surveys	= 1 Points	More than three (3) years to five (5) years’ experience in successfully conducting surveys	= 2 Points	More than five (5) years to seven (7) years’ experience in successfully conducting surveys	= 3 Points	More than seven (7) years to ten (10) years’ experience in successfully conducting surveys	= 4 Points	More than ten (10) years’ experience in successfully conducting surveys	= 5 Points	30
Less than three (3) years’ experience in successfully conducting surveys	= 1 Points										
More than three (3) years to five (5) years’ experience in successfully conducting surveys	= 2 Points										
More than five (5) years to seven (7) years’ experience in successfully conducting surveys	= 3 Points										
More than seven (7) years to ten (10) years’ experience in successfully conducting surveys	= 4 Points										
More than ten (10) years’ experience in successfully conducting surveys	= 5 Points										

Bid No: <b>NPA 06-23/24</b>
Prepared By: Supply Chain Management
Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

<b>Non-submission and/or submission of unsigned reference letters will score zero = 0 points</b>													
Points will be allocated for the number of years of experience for bidders who have experience of the deliverables required in <b>Section 3, paragraph 31.4</b> above and completing <b>Section 11</b> of this document.													
<b>2.3 RESOURCES</b>	<b>30</b>												
The bidder must provide a Curriculum Vitae of an experienced team leader (researcher) with relevant experience in conducting surveys.													
<table border="1"> <tr> <td>Non-submission</td> <td>= 0 Points</td> </tr> <tr> <td>Less than 1 (one) year</td> <td>= 1 Point</td> </tr> <tr> <td>More than 1 (one) year to 4 (four) years</td> <td>= 2 Points</td> </tr> <tr> <td>More than 4 (four) years to 8 (eight) years</td> <td>= 3 Points</td> </tr> <tr> <td>More than 8 (eight) years to 10 (ten) years</td> <td>= 4 Points</td> </tr> <tr> <td>More than 10 years</td> <td>= 5 Points</td> </tr> </table>	Non-submission	= 0 Points	Less than 1 (one) year	= 1 Point	More than 1 (one) year to 4 (four) years	= 2 Points	More than 4 (four) years to 8 (eight) years	= 3 Points	More than 8 (eight) years to 10 (ten) years	= 4 Points	More than 10 years	= 5 Points	<b>30</b>
Non-submission	= 0 Points												
Less than 1 (one) year	= 1 Point												
More than 1 (one) year to 4 (four) years	= 2 Points												
More than 4 (four) years to 8 (eight) years	= 3 Points												
More than 8 (eight) years to 10 (ten) years	= 4 Points												
More than 10 years	= 5 Points												
<b>Submission of a curriculum vitae (CV) without outlining relevant experience will be scored zero (0) points.</b>													
<b>THRESHOLD</b>	<b>60%</b>												
<b>TOTAL</b>	<b>100</b>												

The score for functionality will be calculated as follows:

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

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 with the specified weighting for the relevant criterion to obtain the marks scored for each criterion.
- ii. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- iii. This score will be converted to a percentage and **only** bidders that have met or exceeded the minimum qualifying score of 60 percent on functionality will be evaluated and scored in terms of Price and Specific goals.
- iv. Bidders not meeting the minimum qualifying score of 60 percent on functionality will be disqualified.

**Phase 3: Price and specific goals specified for the bid.**

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

**SECTION 6**

**TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT A COURT BASED CUSTOMER SATISFACTION SURVEY AND INVESTIGATING DIRECTORATE (ID) STAKEHOLDER SURVEY FOR THE NPA FOR A PERIOD OF THREE (3) BIENNIAL YEARS.**

**1. Background and Introduction**

- 1.1 The NPA needs to demonstrate whether it is achieving against its intended strategic objectives.
- 1.2 It is believed that the impact of the NPA's work can be measured through, inter alia, the use of customer satisfaction survey with specific focus on understanding the factors that are of importance to its core customers.
- 1.3 The NPA previously conducted customer satisfaction surveys (2015/16, 2017/18 and 2019/20), which were court-based. However, this survey will also include the core stakeholders of the Investigating Directorate (ID).

**2. Research Objectives**

The main objectives for these surveys are to:

- 2.1 Conduct a court-based customer quantitative survey with the core customers (victims, complainants, and state witnesses) of the NPA.
- 2.2 Conduct a qualitative stakeholder survey with the core stakeholders<sup>1</sup> (both external and internal) involved in the investigative and prosecutorial mandates of the ID, including - but not limited to - respondents in the South African Police Service (SAPS), South African Revenue Services (SARS), Directorate for Priority Crime Investigation (DPCI), the Financial Intelligence Centre (FIC) and the Independent Police Investigation Directorate (IPID).

**3. Scope of Work**

A nationally representative (i.e. all nine provinces - **see Annexure A**) court based customer satisfaction and stakeholder survey will focus on providing information that will assist the NPA to measure and understand the factors influencing, the:

- 3.1 Prevalence, incidence, and type of victimisation experienced by its core customers.
- 3.2 Nature and level of complainants and witness intimidation.
- 3.2 Number of times complainants and witnesses attend court, the average length of time spent in court, as well as the average number of postponements before testifying.
- 3.3 Levels of awareness and knowledge amongst complainants and witnesses about the NPA and its business units.
- 3.4 Compliance with the Minimum Standards on Services for Victims of Crime as well as other governance requirements (as set by the DPSA, DPME, NPA Service Standards and the Victims Charter)
- 3.5 Levels of satisfaction amongst complainants and witnesses pertaining to court experiences.
- 3.6 The CCJSS with the qualitative information gathered from core stakeholders of the ID will focus on providing the NPA with information to be used by the ID regarding:

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<sup>1</sup> Core stakeholders of the ID is defined for the purpose of this TOR as “all role-players involved in the investigative and prosecutorial mandates of the ID”.

- 3.6.1 The design of innovative investigative systems, including high tech digital and forensic tools, to bear in the fight against corruption.
- 3.6.2 The building of multidisciplinary teams drawn from key partners in (and outside) of government departments and agencies.
- 3.6.3 Where improvements can be made to speed up investigations and successful prosecutions.

**4. Research Deliverables**

- 4.1 The key deliverables required from the service provider for the court-based part of this survey will be:
  - 4.1.1 Weighted and non-weighted data from (victims, complainants and state witnesses) in an electronic format to be specified.
  - 4.1.2 A technical report on the survey discussing methodological aspects of the research, including the procedures followed in sample design, fieldwork, data coding, preparation, and weighting, as well as victimisation rate calculations, standard error rates, design effects and confidence levels. The technical report must include copies of the questionnaires as annexures.
  - 4.1.3 A report on the findings of the survey, which must include a thorough discussion of the implications for the NPA’s strategy, policies, practices and performance indicators, as well as appropriate recommendations; and
  - 4.1.4 A PowerPoint presentation to be presented by the service providers at the end of the survey, which comprise the key findings of the survey, implications for the NPA and appropriate recommendations.
  
- 4.2 The key deliverables required from the service provider for the qualitative (ID) part of the survey should include:
  - 4.2.1 A technical report on the survey discussing the methodological aspects of the research including the procedures followed in sample and questionnaire design, questionnaire implementation, information analysis, effects and confidence levels.
  - 4.2.2 A report on the findings of the survey, which must include a thorough discussion of the implications for the NPA’s and ID’s strategies, policies, practices and performance indicators, as well as appropriate recommendations. The said report must also take into consideration the strategies, policies and practices of the stakeholders that work hand-in-hand with the ID.
  - 4.2.3 A PowerPoint presentation to be presented by the service providers at the finalisation of the survey, which comprises of the key findings of the survey, implications for the NPA/ID and appropriate recommendations.

**5. Implementation Modalities**

The engagement of the service provider will, in addition to such terms as may be determined in the amended contract with the NPA, be subject to the following implementation modalities:

- 5.1 Bi-weekly progress reports to the NPA Project Manager will be required for the purpose of updating the project schedule in terms of project activities and deadlines – such meetings are to be held either in person, telephonically and/or using electronic media such as Zoom or Microsoft Teams. Detailed minutes of the meetings must be kept for record purposes;



Bid No: **NPA 06-23/24**

Prepared By: Supply Chain Management

Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

5.2 Progress meetings to:

- 5.2.1 Ensure the project's scope aligns with the requirements of the project's internal and external stakeholders.
- 5.2.2 Ensure effort and expenditure are appropriate to stakeholder expectations.
- 5.2.3 Address any issue that has major implications for the project.
- 5.2.4 Keep the project scope under control as emergent issues force changes to be considered.
- 5.2.5 Check adherence of project activities to best practices, both within the organisation and in a wider context.
- 5.2.6 Reconcile differences in opinion and approach and resolve disputes arising from them.
- 5.2.7 Detailed minutes and an action log for said meetings will be produced.
- 5.2.8 Payment will occur after the approval of agreed phased deliverables.

5.3 At the commencement of the first, second and third year of the project, a detailed project plan will be developed by the Service Provider with activities, deadlines, resources, budget and deliverables agreed upon. This is to be finalised within one month of the tender being awarded for the first, second and third year.

5.4 The NPA reserves the right to change the scope of work and project plans for the first, second- and third-year surveys, should the need therefore arise.

**6. The yearly project deliverables for the three biennial years are as follows-**

<b>Deliverables</b>	<b>Yearly Proposed Deadlines</b>
1. Provision of data	Three months after fieldwork commencement
2. Technical Report(s)	Four months after fieldwork commencement
3. Report(s)	Five months after fieldwork commencement
4. Presentation(s)	Two weeks after the final report is approved
5. Bi-weekly progress meetings	Ongoing, from appointment to conclusion

**7. Project Plan – Technical Specification**

7.1 An outline of a proposed project plan must be included. The outline must be costed in terms of the overall estimated pricing for each phase of the project. In addition to the project plan, a research proposal must be submitted containing the following –

- 7.1.1 Executive Summary.
- 7.1.2 Research Approach and Methodology.
- 7.1.3 Research Timeframe, Resources and Deliverables.
- 7.1.4 Detailed budget – aligned to the phased deliverables and timeframes.

**Annexure A****1. LIST OF DISTRICT COURT (DC) AND REGIONAL COURTS (RC)**

	DIVISION	CLUSTER	OFFICE	Stratum	# interviews
RC	WCD	GEORGE	Oudtshoorn	Large	15
DC	WCD	GEORGE	Mosselbay	Medium	13
DC	WCD	GEORGE	Calitzdorp	Small	2
DC	NGD	PTA	Pretoria	Large	62
RC	NGD	PTA	Pretoria North	Large	10
DC	NGD	PTA	Cullinan	Medium	4
RC	NGD	PTA	Brits	Medium	4
RC	NGD	KLERKSDORP	Klerksdorp	Large	12
DC	NWD	MMABATHO	Taung	Medium	6
DC	NWD	MMABATHO	Zeerust	Medium	4
DC	NWD	MMABATHO	Kudumane	Small	2
DC	NCD	KIMBERLEY	Kimberley	Large	38
DC	NCD	UPINGTON	Calvinia	Small	3
DC	NGD	WITBANK	Witbank	Large	20
DC	NGD	NELSPRUIT	Nelspruit	Large	18
DC	NGD	MIDDLEBURG	Carolina	Small	3
DC	NGD	NELSPRUIT	Kabokweni	Large	15
DC	NGD	WITBANK	Bethal	Medium	7
DC	NGD	NELSPRUIT	Nkomazi/Tonga	Medium	8
DC	NGD	MIDDLEBURG	Piet Retief	Medium	8
RC	NGD	NELSPRUIT	Lydenburg	Small	3
DC	NGD	POLOKWANE	Ritavi	Medium	7
DC	NGD	THOHOYADOU	Dzanani	Medium	8
DC	NGD	POLOKWANE	Phalaborwa	Medium	6
DC	NGD	MODIMOLLE	Thabampoopo	Medium	14
RC	NGD	MODIMOLLE	Thabampoopo	Large	11
DC	NGD	THOHOYADOU	Senwabarwana	Medium	6
DC	NGD	THOHOYADOU	Musina	Medium	5
RC	KZND	DURBAN	Durban	Large	52
DC	KZND	PIETERMARITZBURG	Pietermaritzburg	Large	48
DC	KZND	NKZN	Madadeni	Medium	15
RC	KZND	PORT SHEPSTONE	Ixopo	Medium	8
RC	KZND	KZN	Ladysmith	Medium	7
DC	KZND	PORT SHEPSTONE	Maluti	Medium	4
DC	KZND	EMPANGENI	Empangeni	Large	19
DC	KZND	PINETOWN	Stanger	Medium	18
DC	KZND	PORT SHEPSTONE	Port shepstone	Large	25
DC	KZND	PINETOWN	Ntuzuma	Large	20
DC	KZND	NKZN	Escourt	Medium	9
RC	KZND	EMPANGENI	Ingwavuma	Small	4

Bid No: **NPA 06-23/24**

Prepared By: Supply Chain Management

Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

DC	KZND	PINETOWN	Umbumbulu	Medium	9
DC	SGD	JHB	Johannesburg	Large	73
DC	SGD	WEST RAND	Roodepoort	Large	17
DC	NGD	VAALRAND	Oberholzer	Medium	12
DC	FSD	BLOEMFONTEIN	Bloemfontein	Large	46
DC	FSD	WELKOM	Welkom	Large	30
RC	FSD	WELKOM	Welkom	Large	26
DC	FSD	BLOEMFONTEIN	Koffiefontein	Small	3
DC	FSD	WELKOM	Kroonstad	Medium	10
DC	ECD	BLOEMFONTEIN	Thaba Nchu	Medium	5
DC	FSD	BETHLEHEM	Lindley	Small	3
DC	SGD	EAST RAND	Boksburg	Large	16
RC	SGD	EAST RAND	Germiston	Large	16
RC	NGD	VAALRAND	Benoni	Large	12
RC	SGD	EAST RAND	Boksburg	Large	12
DC	NGD	VAALRAND	Springs	Medium	13
DC	SGD	EAST RAND	Kempton Park	Large	17
RC	ECD	PORT ELIZABETH	Port Elizabeth	Large	46
DC	ECD	PORT ELIZABETH	Port Elizabeth	Large	37
DC	ECD	EAST LONDON	Zwelitsha	Large	22
DC	ECD Mthatha	MTHATHA	Mthatha	Large	23
RC	ECD	EAST LONDON	EastLondon	Large	18
DC	ECD	QUEENSTOWN	Queenstown	Large	18
DC	ECD	EAST LONDON	Alice	Medium	5
DC	ECD	QUEENSTOWN	Aliwal-North	Medium	7
DC	ECD Mthatha	BUTTERWORTH	Centane	Small	4
DC	ECD Mthatha	MTHATHA	Flagstaff	Medium	4
DC	ECD	PORT ELIZABETH	Grahamstad	Large	16
DC	ECD Mthatha	BUTTERWORTH	Nqamakwe	Medium	7
DC	ECD Mthatha	MTHATHA	Ngqeleni	Medium	5
DC	ECD	QUEENSTOWN	Adalaide	Small	4
DC	ECD	EAST LONDON	Middledrift	Medium	4
RC	ECD Mthatha	MTHATHA	Mthatha	Large	22
DC	WCD	CAPE TOWN	Cape Town	Large	38
DC	WCD	MITCHELLSPLAIN	Khayelitsha	Large	26
DC	WCD	BELLVILLE	Bellville	Large	28
DC	WCD	BELLVILLE	KuilsRiver	Large	28
DC	WCD	CAPE TOWN	Goodwood	Large	26
RC	WCD	CAPE TOWN	Goodwood	Large	15
RC	WCD	WYNBERG	Paarl	Large	13
RC	WCD	CAPE TOWN	Cape Town	Large	32

Number of interviews

1311

Bidder's signature/initials .....

Bid No: **NPA 06-23/24**

Prepared By: Supply Chain Management

Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

## 2. LIST OF HIGH COURTS

<b>COURTS</b>	<b>PROVINCE</b>	<b>INTERVIEWS</b>
WCD Cape Town	Western Cape	13
NGD Pretoria	Gauteng	18
ECD Bisho	Eastern Cape	9
KZND Durban	KwaZulu-Natal	17
ECD Mthatha	Eastern Cape	5
FSD Bloem	Free State	5
NCD Kimberley	Northern Cape	3
NWD Rustenburg	North-West	2
Johannesburg	Gauteng	17
Mbombela	Mpumalanga	5
Polokwane	Limpopo	5
<b>Total interviews</b>		<b>99</b>

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**SECTION 7**

**PRICING SCHEDULE (FIXED PRICES)**

Name of bidder:	Bid Number : NPA 06-23/24
Closing time: 11:00	Closing date: 04 December 2023

**Table A:** Bidders are required to indicate a total bid price based on the total cost for completion of the contract, including all expenses and all applicable taxes.

Service Description	Contract Duration	Annual Amount (VAT Inclusive)
Conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA.	First Biennial (1 <sup>st</sup> ) year	R.....
	Second Biennial (2 <sup>nd</sup> ) year	R.....
	Third Biennial (3 <sup>rd</sup> ) year	R.....
<b>TOTAL BID PRICE (INCL VAT)</b>		<b>R.....</b>

**CONDITIONS APPLICABLE TO THE BIDDER'S PRICING**

1. The total bid amount (Table A) for a period of three biennial (3) years indicated on the pricing schedule will be utilized in calculating the points for price.
2. Rates must be quoted in South African Rands and must be inclusive of all applicable taxes.
3. Prices are to remain fixed and valid for the period of three biennial (3) years. Non-fixed prices will not be considered.
4. Bidders must ensure that all rates include all costs deemed necessary as no additional costs will be admitted later.
5. The total price for each biennial period must be aligned to the proposed project milestones costing.

**NB. Bidders are required to complete the above table (pricing schedule) in full not part thereof. Failure to complete it in full will result in disqualification.**

Bidder's signature/initials .....

Bid No: <b>NPA 06-23/24</b>
Prepared By: Supply Chain Management
Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

**Declaration**

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

Signature of bidder: .....

Date: .....

**SECTION 8**

**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.

**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:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

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:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$



Bid No: <b>NPA 06-23/24</b>
Prepared By: Supply Chain Management
Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

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.

Bid No: <b>NPA 06-23/24</b>
Prepared By: Supply Chain Management
Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

**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)
Enterprises with ownership of 51% or more by person/s who are black persons		10		
Enterprises with ownership of 51% or more by person/s who are women		05		
Enterprises with ownership of 51% or more by person/s who are youth		03		
Enterprises 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]

Bidder's signature/initials .....

Bid No: **NPA 06-23/24**

Prepared By: Supply Chain Management

Description: Appointment of a service provider to conduct a court-based customer satisfaction survey and Investigating Directorate (ID) stakeholder survey for the NPA for a period of three (3) biennial years.

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 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.

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

Bid No: <b>NPA 06-23/24</b>
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**SECTION 9**

**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>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....

<sup>2</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.

**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>3</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>3</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.

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**SECTION 10**

**Declaration**

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

**Signature of bidder:** .....

Date: .....

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

Capacity under which this bid is signed .....

**Domicilium**

---

NPA chooses the following as its domicilium citandi et executandi for all purposes of and in connection with the final contract:  
**NATIONAL PROSECUTING AUTHORITY, VGM BUILDING, WEAVIND PARK, 123 WEST LAKE AVENUE, SILVERTON, PRETORIA**

.....

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

.....

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

Bid No: <b>NPA 06-23/24</b>
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**SECTION 11**

**Annexure C: Bidder’s Experience**

NAME OF BIDDER:.....	BID NO.: NPA 06-23/24
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*[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in section 3, paragraph 31.4 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.**

<b>Clients’ Name, contact person and contact details</b>	<b>Project description</b>	<b>Project Cost</b>	<b>Project period (Start and End Dates)</b>	<b>Description of service performed and extent of Bidder's responsibilities</b>
e.g. ABC Trading	e.g. Brand reputation	e.g. R300 000.00	e.g. 1 March 2020 – 31 March 2021	e.g. Conduct customer satisfaction survey, reporting

Bidder’s signature/initials .....