

NPA 07-21/22

Prepared By: Supply Chain Management Unit

Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.



NATIONAL PROSECUTING AUTHORITY  
South Africa

### INVITATION TO BID

#### BID DETAILS

NPA 07-21/22

**BID NUMBER**

:

**ISSUE DATE**

:

07 November 2021

**CLOSING DATE & TIME**

:

6 December 2021

**DESCRIPTION**

:

Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.

**CONTRACT DURATION**

:

Three (3) years

---

#### DETAILS OF BIDDER

**COMPANY NAME**

:

\_\_\_\_\_

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

**ORIGINAL**

☐

**COPY**

☐

**SOFT COPY**

☐

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## DOCUMENTS CHECK LIST

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

NO	DOCUMENTS SUBMITTED	TICK (✓)
1.	Central Supplier Database registration report	
2.	Broad Based Black Economic Empowerment (B-BBEE) Certificate and/or certified copy thereof or an original sworn affidavit signed by the Commissioner of Oath confirming annual turnover and level of black ownership in case of an EME and QSE	
3.	Bidders profile	
4.	Certified copies of Identity Documents of Directors/Members/Shareholders	
5.	Bidders must provide CVs and Certificate(s) of experienced resources with the Original Equipment Manufacturer (OEM Certified Engineers) that will be responsible for the installation, configuration and maintenance of the software solution presented.	
6	Two (2) or more signed reference letters of clients where similar services were/are conducted.	
7	One (1) original, Two (2) copies and optional flash drive of the bid document	
8	Where applicable, audited financial statements or signed off by the Accounting Officer in case of close corporation.	

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

**FULL DETAILS OF BIDDER**

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## CONTENT PAGE

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

### Structure of Proposals

- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of a Bid
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Terms of references
- Section 7 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 8 : Declaration of Interest (SBD 4)
- Section 9 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 10 : Certificate of independent bid determination (SBD 9)
- Section 11 : Confirmation Form
- Section 12 : Pricing schedule
- Section 13 : Bidder's experience

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## GLOSSARY

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

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

**SECTION 1**
**SBD 1**
**PART A**
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL PROSECUTING AUTHORITY</b>					
BID NUMBER:	<b>NPA 07-21/22</b>	CLOSING DATE:	<b>6 December 2021</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>National Prosecuting Authority</b>					
<b>VGM Building Weavind Park</b>					
<b>123 Westlake Avenue</b>					
<b>Silverton</b>					
<b>Pretoria</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Khayakazi Zaki</b>		CONTACT PERSON	<b>Krista Verster</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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

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

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

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE:.....

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



Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## 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

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

Bid No: NPA 07-21/22		<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit		
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.		
	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.
<b>3. General</b>	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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>4. Standards</b>	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information; inspection.</b>	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.
<b>6. Patent rights</b>	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.
<b>7. Performance security</b>	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: <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad,</p> <p style="text-align: right;"><i>Bidder's Initial/Signature:</i> _____</p>

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  
(b) a cashier's or certified cheque

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

## **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

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

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.

#### **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

#### **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

#### **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

#### **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

- (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.

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

- |   |      |  |
|---|------|--|
| <b>19. Assignment</b>                           | 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.  |
| <b>20. Subcontracts</b>                         | 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.   |
| <b>21. Delays in the supplier's performance</b> | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.  |
|   | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
|   | 21.3 | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.  |
|   | 21.4 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.  |
|   | 21.5 | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.  |
|   | 21.6 | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.  |
| <b>22. Penalties</b>                            | 22.1 | Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.  |
| <b>23. Termination for default</b>              | 23.1 | The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:   |

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

- (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

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



Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

on the Register for Tender Defaulters. When a person's name has been endorse 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 favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| <b>25. Force Majeure</b>                                     | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.   |
|  | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.   |
| <b>26. Termination for insolvency</b>                        | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.   |
| <b>27. Settlement of Disputes</b>                            | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.   |
|  | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.   |
|  | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.   |

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

Bid No: NPA 07-21/22		<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit		
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.		
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  (b) the purchaser shall pay the supplier any monies due the supplier.
<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  (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>	The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.	

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

**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.

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

### **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 bid.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
4. The NPA reserves the right:
  - 4.1. Not to appoint anyone and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal
  - 4.2. To award the bid as a whole or in part.
  - 4.3. To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO - "Best and Final Offer")
  - 4.4. To amend any bid condition, validity period, or extend the closing date of bids.
  - 4.5. To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
  - 4.6. To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
5. The NPA may, 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.
7. As per National Treasury Instruction note no: 9 of 2017/18 bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number).
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.

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

10. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation
11. Bidders are required to submit a valid B-BBEE Status Level Verification Certificates or copies thereof or Original Sworn Affidavit signed by the Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a consolidated B-BBEE Status Level Verification Certificate must be submitted. Affidavits may only be commissioned by a person designated as a Commissioner of Oaths in terms of Section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 - 10 July 1998.
12. Any completion of bid documents in pencil, **correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.
13. Bidders must provide CVs and Certificate(s) of experienced resources with the Original Equipment Manufacturer (OEM Certified Engineers) that will be responsible for the installation, configuration and maintenance of the software solution presented.
14. Bidder must provide proof of a valid accreditation from OEM of the solution they are proposing to deliver.
15. Project implementation period must not exceed five (5) months and must be outlined in the project plan.
16. The successful bidder will be required to design, implement, test, deploy, connect and maintain the required software solution as per the technical specification of this document.
17. The successful bidder is expected to conduct training for fifty (50) super-users and six (6) technical system administrators.
18. The solution should be fully redundant to cater for high availability.
19. Bidder is expected to indicate on the pricing schedule whether the license is user based.
20. Scaling of users must be catered for at same licence costing for the duration of the contract.
21. Copyright of all documentation relating to this assignment belongs to the NPA. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the NPA.
22. The service provider will be required to provide a Document Management Solution with maintenance and support coverage for a period of three (3) years.
23. The bidder is expected to transfer skill through training, and mentoring, and provide guidance or other agreed methods on the implementation and maintenance of the solution.
24. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
  - 24.1. 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**") -
    - 24.1.1. 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;
    - 24.1.2. 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;

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

- 24.1.3. 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;
- 24.1.4. 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;
- 24.1.5. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or
- 24.1.6. has in the past engaged in any matter referred to above.

## 25. INDEMNITY

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

## 26. PRECEDENCE

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

## 27. TAX COMPLIANCE

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

## 28. GOVERNING LAW

- 28.1. 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

## 29. RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL

- 29.1. The 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.
- 29.2. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting or joint venture agreement, the NPA will enter into a single contract with the principal service provider.
- 29.3. Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work will be sub-contracted with regard to the B-BBEE status level contribution must be clearly indicated.
- 29.4. The bidder must demonstrate a clear change management process, and explain to what, when and how the project team will engage the NPA staff in this process.

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

- 29.5. Bidder need to support the different aspects of design and implementation specifically to ensure data integrity e.g. data entry, drawing report for different needs.
- 29.6. Bidders should indicate how they assess organizational needs, both strategic and operational.
- 29.7. Bidders must work in conjunction with NPA IT internal support staff to coordinate delivery of the solution and the training thereon. The bidder should specify how this will be done.
- 29.8. A bidder may not cede, assign or sub-contract any part of the assignment to any person without a written consent of the NPA.
- 29.9. The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account. Confidentiality and non-disclosure undertakings will be signed by the resources of the successful service provider in order to protect NPA information.
- 29.10. Under no circumstances will negotiation with any bidder constitute an award or promise / undertaking to award the contract.
- 29.11. The successful service provider(s) will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, the NPA shall be entitled to immediately cancel this contract in writing.
- 29.12. Bidders are requested to place their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each and every place where a signature is required is correctly and fully signed including witnesses where applicable.
- 29.13. Bidders must ensure that they paginate (number the pages) their proposals.
- 29.14. The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver all required services.
- 29.15. The solution must allow for multiple signatories on a document and process flow.
- 29.16. The solution must allow for multiple repositories.
- 29.17. The solution must be able to be accessible remotely through the Virtual Private Network (VPN).
- 29.18. The solution must be robust enough to accommodate regional office and national office volume of documents and transactions.

### 30. GOVERNANCE

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

### 31. THE PROPOSAL SHOULD INCLUDE THE FOLLOWING:

- 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, and if applicable, an overview of

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

the consortium with a description of the corporate organization of the proposing entity, including all members of the consortium and/sub-contracts. If applicable, a description of the role of the lead partner and participating companies of the consortium.

- 31.2. **Track Record and Experience in designing, implementing, testing, and deployment, configuring and maintaining the Document Management Solution (DMS)** – The bidder must provide information that demonstrates specific and/or adequate proof of related experience and track record in **designing, implementing, testing, deploying, configuring and maintaining** of a Document Management Solution (DMS) Such provided information must be supported to permit the NPA to verify claimed capabilities. To support the experience presented and to assist the NPA in reviewing and evaluating of the proposals, the bidders are requested to provide the following:

- Two (2) or more signed reference letters of clients where similar services were/are offered by the service provider, listing the services received by the clients, the period of the contract i.e. start and end date of contract as well as completing section 13 of this document. (Note that the focus to these letters should address the relevant work experience of the bidder in designing, implementing, testing, deploying, configuring and maintaining the Document Management Solution (DMS). Satisfactory performance may be verified by the NPA.

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

- 31.3.1. Provide a detailed project management and implementation plan with timelines, in order to ensure the solution is stable and adequately supported, outlining the following phases:

- Design, Development, Implementation, Configuration, Testing, Training and Handover not exceeding five (5) months' period.

- 31.3.2. Indicate how the project will be supported post the implementation phase.

- 31.4. **Annual Financial Stability** – The bidder must provide the Annual Financial Statement (AFS) that are:

35.1.1 Not older than 18 months as at close of bid;

35.1.2 Audited (where applicable) or signed off by the Accounting Officer in case of Close Corporation.

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



Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## SECTION 4

### BID SUBMISSION REQUIREMENTS

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

1.1 NPA invites bids from bidders who comply with the requirements for this bid. In view of the scope of work required in this bid, NPA has decided that the bidder must:

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

#### 2. FRAUD AND CORRUPTION

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

#### 3. CLARIFICATION / QUERIES

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

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

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

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

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

#### 4. SUBMITTING BIDS

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

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

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

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

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

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

- 4.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 4.5 The NPA will not accept responsibility for any documentation which gets lost.
- 4.6 An original version of the bid must be submitted. The original version must be signed in ink, by an authorized employee or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 4.7 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting the bulky documents. NPA will not take responsibility for the bid documents left anywhere else either than the tender box as indicated in paragraph 4.1 above. Bidders are encouraged to call 012 845 6255 or to email to [tenders@npa.gov.za](mailto:tenders@npa.gov.za) to make arrangements

## 5. MARKING ON BID ENVELOPE / PACK

- 5.1 Bids must be submitted in a sealed envelope, or sealed pack if too big for an envelope, marked as follows:
- ☐ Attention : Tender Box:
  - ☐ : Supply Chain Management
  - ☐ Bid number : NPA -07-21/22
  - ☐ Closing date and time : 06 December 2021
  - ☐ The name and address of the bidder
- 5.2 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.
- 5.3 Documents submitted on time by bidders shall not be returned.

## 6. LATE BIDS

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

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

### From Pretoria City Centre

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

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

#### **N1 from North**

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

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

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

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

### **8. ACCESS TO INFORMATION**

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

### **9. REASONS FOR REJECTION**

- 9.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 9.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:
  - 9.2.1 Have abused the SCM system of NPA;
  - 9.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
  - 9.2.3 Have failed to perform on any previous contract and the proof exists;
  - 9.2.4 Such actions shall be communicated to the National Treasury.
- 9.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.
- 9.4 Bidders that fail to submit a bid proposal in terms of section 3, para 31.2.

### **10. CANCELLATION OF BID PROCESS**

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

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## SECTION 5

### EVALUATION AND SELECTION PROCESS

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

#### PHASE 1: SCREENING PROCESS

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

#### PHASE 2: MANDATORY REQUIREMENTS EVALUATION PROCESS

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

#### 1. SPECIAL INSTRUCTIONS TO BIDDERS

- 1.1 Should the bidder have reasons to believe that the technical specification is not open and/or is written for a particular brand or product, the bidder shall notify the NPA within ten (10) days after publication of the Invitation to Bid.
- 1.2 Bidders shall provide full and accurate responses in this document, and explicitly states, **comply and provide page numbers/reference** regarding compliance. Bidders must substantiate their response including full details on how their proposal/solution will address specific functional requirements and be adequately referenced. **Failure to substantiate the claim for compliance will result in disqualification.**
- 1.3 If bidders do not comply fully with each of the mandatory requirements, their bids will be **disqualified**. No indication on mandatory fields will be regarded as non-compliance.

#### 2. MANDATORY COMPLIANCE REQUIREMENTS

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

	Requirements	Comply (mark with X)	Page numbers/Reference
1.	<b><u>Training</u></b> Training of enterprise solution for six (6) technical system administrators and fifty (50) super-users		
2.	<b><u>Document management requirements</u></b>		
	High volume scanning		
	File, document indexing, append, search, track and changes		
	Document versioning and process flows		
	Document collaboration		

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

Bid No: NPA 07-21/22		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.			
	Optical Character Recognition (OCR), search within for any tags, provide links between documents		
	Solution to align with National Archives Act of South Africa on document management		
	Ability to store data securely		
	Ability to attach digital signature		
	Ability to generate alerts		
3.	<b><u>Reports</u></b> Solution must have capability of producing customizable reports, for example:		
	Security audit trails		
	Audit trail of documents, access, modifications, sent and receipt of document		
4.	<b><u>Browse Access</u></b> E.g. Google, Chrome, or Microsoft Edge, Firefox, etc.		
5.	<b><u>Digital Signature</u></b> The solution must allow for multiple signatories on a document and process flows		
	The solution must have embedded security for access storage and preserve user privacy		
6.	<b><u>Security</u></b> The solution must have the following capabilities:		
	Users to have unique usernames and passwords		
	Solution to be able to integrate with Microsoft Active Directory (AD) 2016, single sign-on		
	The solution to also be accessible via secure portal and remote through a Virtual Private Network (VPN)		
	Assign different user roles		
	Security audit trails, enabling system administrators' view of access history of all registered users		
7.	<b>Eligibility Criteria</b>		
	The offered solution from the bidder should have been in the market for a period of at least three (3) years.		
	The proposed software product offered should have been implemented in at least two (2) organizations		

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

Bid No: NPA 07-21/22		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.			
	The proposed software should have been implemented in at least one (1) organization with over 10 million documents in the repository		
	The proposed solution should have the software product available on multiple platforms conforming to the NPA standards		
8.	<u><b>Multiple repositories</b></u> The solution should allow for multiple repositories		

### PHASE 3: FUNCTIONALITY EVALUATION CRITERIA

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

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

FUNCTIONALITY EVALUATION CRITERIA		WEIGHT										
1. Proposed Methodology		40										
Bidders must provide a detailed proposal, demonstrating an understanding of the project, indicating how its tasks and deliverables shall be carried out including timelines to ensure that the solution is stable and adequately maintained and supported. The proposal should indicate and highlight the following:												
A detailed project management and implementation plan with timelines outlining the following phases:		30										
<ul style="list-style-type: none"><li>Design, Development, Implementation, Configuration, Testing, Training and Handover not exceeding a five (5) months' period.</li></ul>												
<ul style="list-style-type: none"><li>Indicate how the project will be supported post the implementation phase.</li></ul>		10										
2. Track Record and Experience in designing, implementing, testing, deploying, configuring and maintaining of a Document Management Solution (DMS)		30										
Bidders must demonstrate related experience in designing, implementing, testing, deployment, configuring and maintaining a Document Management Solution (DMS), proving performance capabilities by providing documentary proof in the form of two (2) or more reference letters (on letter head of referee and signed by the relevant authority). The period of the contract must be confirmed where similar services were/are conducted indicating the start and end date of each contract.												
<table><tr><th>Years of experience</th><th>Points</th></tr><tr><td>Less than (1) one year</td><td>0 points</td></tr><tr><td>One (1) to less than four (4) years</td><td>3 points</td></tr><tr><td>Four (4) to less than six (6) years</td><td>4 points</td></tr><tr><td>Six (6) years and above</td><td>5 points</td></tr></table>		Years of experience	Points	Less than (1) one year	0 points	One (1) to less than four (4) years	3 points	Four (4) to less than six (6) years	4 points	Six (6) years and above	5 points	30
Years of experience	Points											
Less than (1) one year	0 points											
One (1) to less than four (4) years	3 points											
Four (4) to less than six (6) years	4 points											
Six (6) years and above	5 points											
Non-submission of reference letters or where no exact period is indicated, the bidder will score zero (0) points.												
Note: The focus to these letters should address the relevant work experience of the bidder. This criterion will be evaluated in conjunction with Section 14 (Bidder's experience).												

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

FUNCTIONALITY EVALUATION CRITERIA		WEIGHT
3. Resources		
Bidders must provide CVs and Certificate(s) of experienced resources with the Original Equipment Manufacturer (OEM Certified Engineers) that will be responsible for the installation, configuration and maintenance of the proposed solution.		20
Years of experience	Points	
Two years (2) and less	1 point	
Up to three (3) years	2 points	
Up to four (4) years	3 points	
Up to five (5) years	4 points	
Above five (5) years	5 points	
NB: If the bidder provides CV's of a resource that do not possess the relevant Original Equipment Manufacturer (OEM) industry certification will score 0 points.		
4. Financial Stability		
Bidders must provide the Annual Financial Statement (AFS) that are:		10
➤ Not older than 18 months as at close of bid		
➤ Audited (where applicable) or signed off by the Accounting Officer in case of close corporation		
Revenue	Points	
Non-submission	0 point	
R 999,999 to below	1 point	
R 1 million to R 1,999,999 million	2 points	
R 2 million to R 3 999,999 million	3 points	
R 4 million to R 5,999,999 million	4 points	
R 6 million and above	5 points	
Functional Total		100
Threshold		60%

The percentage for functionality will be calculated as follows

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

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bids under consideration

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

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

- The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the marks scored for each criterion.
- The scores for each criterion will be added to obtain the total score.
- This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 60 percent on functionality will be evaluated and scored in terms of Price and B-BBEE status level contribution preference points.
- Bidders not meeting a minimum qualifying score of 60 percent on functionality will be disqualified.

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

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

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## SECTION 6

### TERMS OF REFERENCE

#### 1. PURPOSE OF BID

- 1.1 The NPA is seeking proposals for the design, implementation, testing, deployment, configuration, training and maintenance of a Document Management Solution (DMS). The challenge facing the organisation is that the document management processes are largely manual. Where some conversion of physical documents may exist, it is in silos and handles only low volumes.
- 1.2 Documents that might already be in electronic format are handled in silos, at individual business units and there might be duplication.
- 1.3 The current infrastructure also poses a challenge with limiting volumes of documents that can be sent or received electronically. The physical documents received from both external and internal stakeholders are manually captured and kept in a storage facility.
- 1.4 In an event a document is needed, it has to be manually searched and retrieved. The manipulation of document contents is also largely manual and the specific functionalities to extract data, perform specific case related functions like filtering, searching and optical character recognition do not exist within the organization.

#### 2. SCOPE OF WORK

- 2.1 The NPA therefore has a need to implement a comprehensive Document Management Solution (DMS). This solution must inter-alia be able to handle high volume scanning, document collaboration, searching, indexing and tracking, document conversion, optic character recognition (ORC), search within documents for any tags, and provide link between documents. It must also be able to identify and combine similar or related files that might be located at different units or repositories.
- 2.2 The solution must allow for multiple signatories on document and process flows. Digital signature system to have embedded security for access, storage and preservation of user privacy.
- 2.3 Such a solution must be secure and be inline with the National Archive and Records Services of South Africa Act 43 of 1996. The solution should also cater for court electronic discovery and disclosure.
- 2.4 It is important that the solution provides for integration with the NPA file plan, and is compatible with other NPA systems.
- 2.5 The solution must be able to be accessible remotely through the Virtual Private Network (VPN).
- 2.6 Users must be able to extract fixed and customizable reports on document tracking, including origins, access, modifications, send and receipt of documents. Access to such a solution must be role permissions driven.
- 2.7 Automate existing business workflow using case management framework

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



Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

### **3. Requirements for bidders to design, implement, test, deploy, connect, train and maintain a Document Management Solution (DMS).**

- The solution must be accessible via a secure portal and have the functionality to assign different user roles according to their profiles
- Users must have unique username and passwords
- The solution must integrate with the Microsoft Active Directory (AD) 2016, single sign-on
- The solution must provide for an audit trail that enables administrators to view the system access history of all users.
- The solution must be highly available with capability for efficient disaster recovery.

#### **3.1. ARCHIVAL OF ELECTRONIC DOCUMENTS**

- 3.1.1 The solution shall support categorization of documents in folders-subfolders similar to the windows interface. There should not be any limit on the number of folders and levels of sub folders.
- 3.1.2 The solution shall provide a facility to link cross-related documents.
- 3.1.3 The solution shall provide a search facility into the same interface, so that users are able to search the documents to be linked
- 3.1.4 The solution shall support metadata and versioning of documents with facility to write version comments.
- 3.1.5 The solution shall allow locking of documents for editing and importing it back into the solution through check-in/check-out features.
- 3.1.6 Repositories should be format agnostic.
- 3.1.7 Solution should support configuration of verification processes for different business types. It should be able to handle multi-user environment for processing files related to different business types. While processing a file, all the data and images for each transaction should be displayed to processing users and processing users should be allowed to accept, reject or send the files for review.

#### **3.2. DOCUMENT REVIEW**

- 3.2.1 The solution shall support an applet for viewing of various type of images / documents.
- 3.2.2 The solution shall facilitate zoom-in/zoom-out, zoom percentage and Zoom lens to zoom in on a part of image and other image operations like Invert, rotate etc.
- 3.2.3 Support archival & view of PDF/A format documents (open ISO standard for long term archival of documents).
- 3.2.4 Document view shall have the provision to draw a line or rectangle, highlight or hide text, insert arrows, etc. over image document.
- 3.2.5 The solution should support viewing and rendering of PDF/A documents in inbuilt viewer.
- 3.2.6 The solution shall support the viewing of documents in native application.
- 3.2.7 The solution shall provide facility of putting text, graphic and image annotations on scanned document pages.
- 3.2.8 The solution should have a mobile application for retrieval and archiving of documents.
- 3.2.9 The solution shall provide the ability to function offline when using the mobile application.
- 3.2.10 The solution shall provide a fully responsive web environment for accessing and viewing documents.

#### **3.3. ANNOTATIONS**

- 3.3.1 The image applet shall support comprehensive annotation features like highlighting, marking text, underlining, apply sticky notes, support for text and image stamps, etc.
- 3.3.2 The solution shall support automatic stamping of annotations with user name, date and time of putting annotations.
- 3.3.3 The solution shall provide a facility for securing annotations for selective users.

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

- 3.3.4 The solution shall store annotations as separate file and at no time, the original image shall be changed. The solution shall provide a facility of taking print outs with or without annotations.

### **3.4. INDEXING**

- 3.4.1 The solution shall provide a facility to index folders, files and documents on user-defined indexes like department, file number, year, etc.
- 3.4.2 The solution shall facilitate manual and automatic indexing using OCR functionality or from other applications.
- 3.4.3 The solution shall support automatic full text indexing for text search.

### **3.5. SEARCH AND RETRIEVAL**

- 3.5.1 The solution shall provide an extensive search facility to retrieve documents or folders/files.
- 3.5.2 The solution shall support saving of search queries and search results.
- 3.5.3 The solution shall support advanced search functions for documents or folders, on document or folder, on profile information such as name, created, modified or accessed times, keywords, owner, etc.

### **3.6. SECURITY & USER MANAGEMENT**

- 3.6.1 The Document Management Solution (DMS) shall support definition of users, groups and roles relation in the system.
- 3.6.2 The solution shall support access permissions on folders, documents and object levels.
- 3.6.3 The solution shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).
- 3.6.4 Solution shall support for application-based rights.
- 3.6.5 The solution shall support system privileges like Create/Delete Users, Define indexes etc.
- 3.6.6 The solution shall support secure login id and passwords for each user and passwords shall be stored in an encrypted format.
- 3.6.7 The solution shall have a facility to define password policy in line with the NPA password policy requirements.
- 3.6.8 The solution shall provide lightweight directory access protocol (LDAP) support for integration with directory services and shall support single sign on.
- 3.6.9 The solution shall support extensive audit-trails on document, folder and higher levels for each action done by a particular user with user name, date and time.
- 3.6.10 The solution shall support integration with database-based authentication.
- 3.6.11 The solution shall support integration with private key infrastructure (PKI) as well as a bio-metric solution for enhanced security.

### **3.7. ADMINISTRATION**

- 3.7.1 The solution shall support web-based administration module for the complete management of the system.
- 3.7.2 The administration module shall support users/groups/role definition and granting access rights to them and set password policies.
- 3.7.3 The administration module shall provide an easy to use interface for index structure definition that can be used by different users.
- 3.7.4 The administration module shall provide an interface for purging old audit trail and do selective logging i.e. select the system or application features for which the audit trails have to be generated.
- 3.7.5 The administration module shall provide a facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

### 3.8. REPORTS AND AUDIT TRAILS FEATURES

- 3.8.1 The solution shall support extensive reports and audit trails and shall also provide data points and facility to design new reports.
- 3.8.2 The solution shall support extensive audit-trails at user, folder and cabinet levels.
- 3.8.3 The solution shall provide a facility to generate audit trails on separate actions, and between specific date and time.
- 3.8.4 The solution shall support extensive reporting facility on document, folder and user level.
- 3.8.5 The solution shall have an audit trail to maintain history of all transactions performed on the system.
- 3.8.6 The solution shall give flexibility to administrator(s) to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.
- 3.8.7 The solution shall log all actions by individual users with username, date and time; and the administrator shall be able to generate detailed audit logs and history.

### 3.9. REMINDERS AND ALARMS

- 3.9.1 The solution should have the capability to set automatic reminders and alarms.

### 3.10. INTEGRATION AND WEB SERVICES

- 3.10.1 The solution should be based on open standards and have an application programming interface (API) support for data import & export.
- 3.10.2 The solution shall support integration based on standards such as extensible markup language (XML).
- 3.10.3 The solution shall support message-based collaboration based on protocols such as hypertext transfer protocol (HTTP), file transfer protocol (FTP) and simple mail transfer protocol (SMTP).
- 3.10.4 The solution shall support integration with email servers.
- 3.10.5 The solution shall provide fully functional APIs for integration.
- 3.10.6 The solution shall support Web based interfaces.

### 3.11. GENERAL COMPLIANCE

- 3.11.1 The solution shall facilitate re-engineering of processes and act as a platform for building a specific application and have a workflow engine to support different types of document routing mechanism including:
  - **Sequential routing:** Tasks are to be performed one after the other in a sequence.
  - **Parallel routing:** Tasks can be performed in parallel by splitting the tasks among multiple users and then merging as single composite work item. The solution shall
    - support conditional merging of multiple parallel activities i.e. response from mandatory parallel work stages before it can be forwarded to the next stage.
  - **Rule based routing:** One or another task is to be performed, depending on predefined rules.
  - **Ad-hoc routing:** Changing the routing sequence by authorized personnel.

### 3.12. GRAPHICAL ROUTE DESIGNER

- 3.12.1 The workflow management solution should support an inbuilt graphical workflow designer for modelling complex business processes using drag and drop facilities.
- 3.12.2 The process designer should provide an intuitive interface for the designing of complex rules and conditions for workflow routing.
- 3.12.3 The interface shall be easy to use so that process owners can change the business process as and when required without any programming knowledge.

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

- 3.12.4 The solution enables process designers to design multiple sub-processes. This includes mapping of the existing process instance to the newly created process instance as per mapping defined in the route.
- 3.12.5 The workflow management solution development environment provides easy navigation to choose sub-processes as required to be invoked from within a process.
- 3.12.6 Facility to copy and paste work stages along with all its properties.
- 3.12.7 Facility to define documents viewed and to be attached at individual stages.
- 3.12.8 The process designer shall support multiple introduction stages for introducing different document types from different acquisition sources.
- 3.12.9 The solution shall provide a facility to define hold stages so that a particular instance or the workflow can be kept on hold for specified intervals on the basis of pre-defined condition. The solution shall also provide a facility to define conditions for resuming the instance from hold stage.
- 3.12.10 The solution shall allow process designers to design properties for each work stage like default document view, form view, exception view, etc.
- 3.12.11 The solution shall allow users to define entry-level settings like increase of priority or sending an email trigger on the basis of pre-defined conditions or setting up particular variables or properties, etc.
- 3.12.12 Support for creating ad-hoc tasks at runtime and assigning to users.

### **3.13. INBUILT FORM DESIGNER**

- 3.13.1 The solution shall provide inbuilt facility to design custom forms that can be attached at one or more stages of workflow.
- 3.13.2 The form designer interface shall support facility to define text boxes, combo boxes, radio buttons, drop down, etc.
- 3.13.3 The solution shall provide facility to define variables in the process or in external database tables, which can be linked to fields defined in the form for efficient data entry.
- 3.13.4 Field level validations in place.

### **3.14. INBUILT TRIGGERS**

- 3.14.1 The solution shall provide a facility to define custom triggers like emails, word templates or launching executables on predefined conditions.
- 3.14.2 The solution shall provide a facility to define custom templates for the triggers with static and dynamic data.
- 3.14.3 The solution shall provide a facility to generate event-based triggers for automatically sending mails, generating responses, invoking data form for data entry and communication from external systems.

### **3.15. PROCESS MONITORING AND REPORTING**

- The workflow management solution shall be able to keep track of the work item status, the date/time the jobs are started and ended, the creation and archival date of the documents.
- The solution shall provide a facility to configure dashboard for individuals.
- No customization should be required to create a dashboard, users should be able to configure a dashboard without any coding.
- There should not be any limit on the number of reports that can be created.
- The user shall be able to drill down in a report for specific information analysis.

#### **3.15.1 THE WORKFLOW MANAGEMENT SYSTEM SHALL SUPPORT THE GENERATION OF STATISTICAL AND MANAGEMENT REPORTS SUCH AS:**

- 3.15.1.1 Number of pending files
- 3.15.1.2 Time taken to complete each task
- 3.15.1.3 Process history report
- 3.15.1.4 User performance report

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

- 3.15.1.5 Average process time report
- 3.15.1.6 User processing time report
- 3.15.1.7 Process definition summary report
- 3.15.1.8 Exception details report
- 3.15.1.9 Expired work item report
- 3.15.1.10 Diversion report

- 3.15.2 The workflow management solution shall support users drill down from a higher-level view of business processes to lower level details.
- 3.15.3 The workflow management solution shall support statistical reports like total turnaround time and delay report for complete process or specific work stages.
- 3.15.4 The workflow management solution shall support definition of new customized reports based on exposed data points.
- 3.15.5 The workflow management solution shall provide a dashboard interface for online reporting of various processes. The interface shall give a flexibility to toggle between graphical and tabular view and tile different windows in the same interface.
- 3.15.6 The solution shall support the opening embedded content view in the workspace on clicking of custom link.
- 3.15.7 The solution shall provide tiles-based dashboard view output list with business variables when a worklist is loaded through tiles/charts.
- 3.15.8 The solution should include an administration module to configure the user, groups and queue related to a process.
- 3.15.9 The solution should allow user to set their display settings according to the individual preferences and company policies.
- 3.15.10 Users can customize their themes, resize components, and configure single /multi-column views.
- 3.15.11 The solution should have a navigation container to display a list of all component instances associated with the view of a user.

### **3.16. MASTER DATA MANAGEMENT**

- 3.16.1 Defining primary key: foreign key relationship between tables.
- 3.16.2 MDM: Classifying tables as portal tables.

### **3.17. END USER AND TECHNICAL TRAINING**

- 3.17.1 The bidder is expected to transfer skill through training, mentoring, providing guidance or other agreed methods on the implementation and maintenance of the solution.
- 3.17.2 The bidder is expected to provide training of enterprise solution to 6 system technical administrators 50 super users.

### **3.18. MAINTENANCE AND SUPPORT**

- 3.18.1 Three (3) year solution maintenance and support.

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## SECTION 7

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
  - a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

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



Bid No: NPA 07-21/22		National Prosecuting Authority
Prepared By: Supply Chain Management Unit		
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.		
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

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



Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

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

[TICK APPLICABLE BOX]

#### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

#### 8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

#### WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....  
.....

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## SECTION 8

## SBD 4

### DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.1 Identity Number: .....

2.2 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

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

2.4 Tax Reference Number: .....

2.5 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

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

.....  
Position occupied in the state institution .....

Any other particulars: .....

.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

2.11.1 If so, furnish particulars:

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

### 3 Full details of directors / trustees / members / shareholders

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

### 4 DECLARATION

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## SECTION 9

## SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

**SBD 8**

### **CERTIFICATION**

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## SECTION 10

## SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

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

**<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.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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



Bid No: NPA 07-21/22	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## SECTION 11

### Confirmation

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED BY YOU YES / NO

### Declaration

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

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

Date: .....

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

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

### Domicilium

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

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

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

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

*Bidder's Initial/Signature:* .....

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

## SECTION 12

### PRICING SCHEDULE- (FIXED PRICES)

<b>Name of Bidder:</b> ..... <b>Bid Number:</b> .....
<b>Closing Time:</b> .....11H00..... <b>Closing Date:</b> .....

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

Items	Description			Total price for three years (VAT Inclusive)		
Licenses (indicate cost per user)	Year 1	Year 2	Year 3			
<table border="1"><tr><td>Users (56)</td></tr><tr><td> </td></tr></table>	Users (56)		R .....	R .....	R .....	R.....
Users (56)						
Once off Design, implementation, configuration, testing and deployment services				R .....		
Maintenance and Support for Document Management (DMS) Solution	Year 1	Year 2	Year 3			
	R .....	R .....	R .....	R .....		
Training	Once off training for 56 end-users			R.....		
TOTAL BID PRICE				R.....		

#### Ad-hoc service (Hourly rate for professional services)

DESCRIPTION	HOURLY RATE
Professional services	R.....

### THREE YEARS (3) MAINTENANCE AND SUPPORT

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

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

Bid No: NPA 07-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.	

**CONDITIONS APPLICABLE TO THE BIDDERS PRICING:**

- 1.2 The bidders must complete the pricing schedule (inclusive of any escalation and/or all costs deemed necessary as no additional costs will be admitted later on non-imported items).
- 1.3 The NPA will pay the successful bidder for once-off scope and planning, business analysis, design, development, implementation and testing, training and handover of Document Management Solution (DMS). The payment will be made based on completion of each deliverable.
- 1.4 Licence cost per user must remain fixed for the duration of the contract for when additional licenses are required.
- 1.5 All prices must be quoted in South African Rands and must be inclusive of all applicable taxes.
- 1.6 Prices are to remain fixed and valid for the period of three years.
- 1.7 The bid price of imported items or devices must remain firm or fixed for a period of 90 days from the days of bid closing, and thereafter, Rate of Exchange (RoE) may be considered. **Bidders are requested to indicate on the pricing schedule if RoE is applicable.**

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

Declaration

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

Signature of bidder: .....

Date: .....

*Bidder's Initial/Signature:* .....

NPA 07-21/22
Prepared By: Supply Chain Management Unit
Bid Description: Appointment of a service provider for the design, implementation and configuration of a Document Management Solution (DMS) with maintenance and support.

## SECTION 13

### Annexure B: Bidder's Experience

NAME OF BIDDER: .....	BID NO.: <b>NPA 07-21/22</b>
-----------------------	------------------------------

*[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in section 3, paragraph 31.2) of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]*

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

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