

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	



REQUEST FOR PROPOSALS

YOU ARE HEREBY INVITED TO SUBMIT PROPOSALS FOR THE APPOINTMENT OF PANELS OF DIGITAL FORENSIC SERVICES.

Bid Number	NPA 06-21/22		
Issue Date	15 August 2021		
Compulsory briefing session	Not applicable		
Physical Address	VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue Weavind Park, Silverton Pretoria 0184		
Closing Date and Time	06 September 2021	Time:	11h00
Contract Duration	Three (3) years		
Proposals validity period	90 days		
Service Description	Panel of Digital Forensic Services.		
Company Name			
CSD Supplier Number			
Unique registration number			

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

ORIGINAL

☐

COPY

☐

SOFT COPY

☐

NB 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 1 JULY 2016. [HTTPS://WWW.CSD.GOV.ZA](https://www.csd.gov.za)



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

DOCUMENTS CHECK LIST

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

No.	Supporting documents	Tick
1.	Proof of registration on a Central Supplier Database registration (CSD)	
2.	Broad Based Black Economic Empowerment (B-BBEE) Certificate and/or certified copy thereof or a sworn affidavit signed by the Commissioner of Oaths confirming annual turnover and level of black ownership in case of an EME and QSE.	
3.	Partnership/Joint Venture/Consortium Agreements	
4.	Certified copies of Identity Documents of Directors/Members/Shareholders	
5.	Curriculum Vitae or Profile of Resources/Individuals/ Account Manager/ Key personnel	
6.	Membership Certificates of relevant statutory bodies	
7.	Bid proposal	
8.	Reference letters templates	
9.	Annual Financial Statements	
9.	One (1) original, two (2) copies and optional soft copy of proposals (memory stick).	
10.	Pricing Envelope 2 - Pricing proposal (SBD: Standard Bidding Document 3.3)	



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

BIDDER'S DETAILS

Company Name (As indicated on the CSD registration report)		
Company Registration Number (If applicable)		
Type of Company/firm - Tick applicable box (✓)		
Partnership/Joint Venture/Consortium	☐	
(Pty) Limited.	☐	
One -person business/ Sole proprietor	☐	
Company	☐	
Other	☐	
Company Classification - Tick applicable box (✓) and provide short description		
Manufacturer	☐	
Supplier	☐	
Professional service provider	☐	
Construction	☐	
Logistics	☐	
Other	☐	
Number of years in business		
Physical Address		
Postal Address		



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Service Description: Panel of Digital Forensic Services.			
VAT Registration Number			
Contact person/representative			
Telephone Number			
Mobile Number			
E-mail Address			
Fax Number			
Signature			
Date			



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

BID CONTENT

1. Section 1 : Invitation to Bid (SBD1)
2. Section 2 : General Conditions of Contract
3. Section 3 : Special Conditions of Contract
4. Section 4 : Bid Submission Requirements
5. Section 5 : Terms of Reference
6. Section 6 : Selection and Evaluation Process
7. Section 7 : Pricing Schedule
8. Section 8 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
9. Section 9 : Declaration of Interest (SBD 4)
10. Section 10 : Declaration of Bidders Past SCM Practices (SBD 8)
11. Section 11 : Certificate of independent bid determination (SBD 9)
12. Section 12 : Confirmation form
13. Section 13 : Bidders Experience (Reference)



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

GLOSSARY

Award	Conclusion of the bid process and the final notification to the successful bidder
Bid	Written offer in a prescribed form in response to an invitation by NPA for the provision of goods, works or services
Briefing Session	A session that is held after the bid document is issued and before the closing date of the bid during which information is shared with potential bidders
Bidder	Organization applying to participate in the bidding process as a potential supplier of the services as advertised in this Bid.
Dti	Department of Trade and Industry
ID	Investigative Directorate
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



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 1

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL PROSECUTING AUTHORITY					
BID NUMBER:	NPA 06-21/22	CLOSING DATE:	06 September 2021	CLOSING TIME:	11H00
BID DESCRIPTION	Panel of Digital Forensic Services				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
National Prosecuting Authority					
VGM Building Weavind Park					
123 Westlake Avenue					
Silverton					
Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Halala Nsibande		CONTACT PERSON	Adv Andrea Johnson	
TELEPHONE NUMBER	-		TELEPHONE NUMBER	-	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	tenders@npa.gov.za		E-MAIL ADDRESS	tenders@npa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABAS E No:	MAAA



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Service Description: Panel of Digital Forensic Services.			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
33. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	34. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

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

SIGNATURE OF BIDDER:

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

DATE:.....



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.
- 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



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

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.



Service provider Initial/Signature: _____

Page 14 of 60

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is 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.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- | | | |
|--------------------------------|------|--|
| | 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. |
| | 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 | Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract amendments | 18.1 | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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.

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



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- 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.
- 28. Limitation of liability** 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- 33. National Industrial Participation Program (NIPP)** a. The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition 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.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 3

SPECIAL CONDITIONS OF THE BID:

1. Bids submitted must be in accordance to the terms and conditions set out in this document (Section 5). Failure to bid accordingly will result in the disqualification of the relevant submitted bids / bid.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by the bidder or setting of counter conditions by the bidders will result in the invalidation of such bids.
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 prior to the delegated official making an award.
 - 4.2. Not to accept the lowest bid or proposal.
 - 4.3. To award a bid to one or more service providers.
 - 4.4. To award the bid as a whole or in part.
 - 4.5. 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").
 - 4.6. To amend any bid condition, validity period, or extend the closing date of this bid /bids.
 - 4.7. To cancel and/or terminate the bid process at any stage prior to the delegated authority making an award, including after the closing date and/or after presentations or site-inspections have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
 - 4.8. To conduct site inspections or visit and or due diligence, or explanatory meetings/interviews in order to verify the nature and quality of services offered by the bidder. This will include the verification of the ability to safeguard digital and physical evidence in accordance with acceptable and approved standards. This will be done before or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within seven (7) working days after the request has been made, otherwise the proposal may be disqualified.
6. As per National Treasury Instruction note no. 9 of 2017/2018 of the bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number) in order to enable the NPA to verify the bidder's tax status on the Central Supplier Database.
7. 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.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

8. 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 categorization.
9. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof or Sworn Affidavit signed by the Commissioner of Oaths 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.
10. Bidders whose functions are digital forensics must submit documentary proof of the existence of partnership/joint ventures and/or consortium arrangements. The NPA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The partnership/joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. However, the successful Bidder(s) may not subcontract any digital forensic function without prior authorization and vetting of such subcontractor(s) by the NPA (the Investigative Directorate).
11. The fiduciary duty for the renewal of software licenses and Digital/Computer Forensic Certification will remain the responsibility of the bidder and not that of the NPA for the period under contract (At their own cost). The NPA is to be informed of any change in this status during the 3-year period (should the respective bidder be successful). Any conferences, events or training that needs to be attended by the successful bidder, for them to maintain certain certification(s), will be at their own cost.
12. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
 - 12.1. 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"), –
 - 12.2. 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;
 - 12.3. 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;
 - 12.4. 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;
 - 12.5. 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;
 - 12.6. Any effort to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.
 - 12.7. 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



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.

13. INDEMNITY

- 13.1. 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.

14. PRECEDENCE

- 14.1. 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.

15. TAX COMPLIANCE

- 15.1. No award shall be made to a Bidder whose tax affairs are not in order and the NPA reserves the right to withdraw an award made to a panelist in the event that it is established that such panelist –

15.1.1. was in fact not tax compliant at the time of the award;

15.1.2. does not remain tax compliant for the full term of the Panel.

16. GOVERNING LAW

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

17. FRONTING

- 17.1. The NPA in ensuring that bidders conduct themselves in an honest manner may as part of the bid evaluation process where applicable, conduct or initiate the necessary enquiries or investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the “Guidelines on complex structures and transactions and fronting”, issued by the Department of Trade and Industry, be established during such inquiry or investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the NPA may have against the bidder concerned,

18. CONFIDENTIALITY

- 18.1. The successful bidders will be required to sign a general confidentiality agreement with the NPA (the Investigative Directorate). The successful appointed Bidder(s) and all their employees, contractors/ sub-contractors or any other person of interest and /or any administration personnel that will be operational or have access to data and devices pertaining to services rendered that forms part of the bid, will have to enter and sign a Confidentiality and Non-disclosure Agreement with the NPA (the Investigative Directorate).



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

19. **KEY CONFIDENTIALITY ASPECT:** All data and reports stored on any computer and/or local or international server must be secure. The data and reports may only be accessible by authorized ID/NPA members/officials and authorized employees/contractor(s) of the successful bidder. The need for absolute confidentiality of our data and reports is vital and may not be accessed by unauthorized persons at any given time.

20. GENERAL RULES AND INSTRUCTIONS

20.1. Some of the information contained in this document may be of a confidential nature and must only be used for purposes of responding to this bid. This confidentiality clause extends to bidder's partners and/ or implementation agents, whom you may decide to involve in preparing a response to this bid.

20.2. For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

20.3. The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of the NPA (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.

20.4. The receiving party shall take all such steps as may be reasonably necessary to prevent the NPA confidential information coming into the possession of unauthorized third parties. In protecting the receiving party's confidential information, the NPA shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.

20.5. Any documentation, software or records relating to confidential information of the NPA, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:

- 20.5.1. Shall be deemed to form part of the confidential information of the NPA,
- 20.5.2. Shall be deemed the property of the NPA;
- 20.5.3. Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 20.5.4. Shall be surrendered to the NPA on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

20.6. NEWS AND PRESS RELEASES

- 20.6.1. Potential bidders or their agents shall not make any news releases concerning this bid or the awarding of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with the NPA.

21. PRECEDENCE OF DOCUMENTS

- 21.1. The bid consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this bid and the stipulations in any other document attached hereto, or the bid submitted hereto, the relevant stipulations in this bid should take precedence.
- 21.2. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that the NPA may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by the NPA.

22. CODE OF PROFESSIONAL ETHICS

- 22.1. The bidders are expected to apply and uphold the following guiding principles:
- 22.1.1. **Professionalism and Diligence:** Bidders/professionals shall, at all times, demonstrate a commitment to professionalism and diligence in the performance of their duties
 - 22.1.2. **Legal & Ethical:** Bidders/professionals shall not engage in any illegal or unethical conduct, or any activity which would constitute a conflict of interest;
 - 22.1.3. **Integrity:** Bidders/professionals shall, at all times, exhibit the highest level of integrity in the performance of all professional assignment and will accept only assignment for which there is reasonable expectations that the assignment will be completed with professional competence;
 - 22.1.4. **Objectivity:** Bidders/professionals will comply with lawful orders of the courts and will testify to matters truthfully and without bias or prejudice;
 - 22.1.5. Act honestly, fairly and with due skill, care and diligence, in the interests of the NPA;
 - 22.1.6. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - 22.1.7. Act with circumspection and treat clients fairly in a situation of conflicting interests;
 - 22.1.8. Comply with all applicable statutory or common law requirements applicable to the services;
 - 22.1.9. Make adequate disclosures of relevant material information including disclosures of actual or potential won interests, in relation to dealings with the NPA;
 - 22.1.10. Avoid fraudulent acts and misleading advertising, canvassing and marketing;
 - 22.1.11. Conduct its business activities with transparency and consistently upholding the interest and needs of the NPA as a client before any other consideration; and



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

22.1.12. Ensure that any information acquired by the bidder (s) from the NPA will not be used or disclosed unless a written consent of the NPA has been obtained.

23. PANEL UTILISATION GUIDELINE

- 23.1. The panel will consist of bidders that reach 70 percent threshold on functionality;
- 23.2. The selection of service providers from the panel for the RFQ process will be guided by the specific service required;
- 23.3. The contracting of service providers for a specific work assignment will be facilitated by the Supply Chain Management (SCM);
- 23.4. There is no guarantee that a service provider on the panel will be contracted for a specific work assignment during the tenure of this contract;
- 23.5. Assignments will be structured as work packages that clearly define the scope and objective of work, proposed timeframes, qualifying criteria, qualification requirements, expected duration (hours), and expected deliverables amongst others;
- 23.6. Bidders shall be required to be competent and experienced in all aspects related to a specific area of specialization, unless the NPA in its sole discretion deems it necessary to deviate from this requirement;
- 23.7. Bidders will be notified of their appointment to the Panel for the area(s) of specialization as specified, by means of an official letter of appointment issued by the NPA's Supply Chain Management Department. No other communication in any form from any other official shall constitute a valid appointment to the Panel;
- 23.8. Bidders will be notified of a brief to render services for a particular scope/matter falling within the area(s) of specialization, by means of an official brief/appointment issued by the NPA Key Personnel.
- 23.9. The NPA seeks the services of professional with suitable experience to render specialized services, which are not available in-house, on an "as-and-when required" basis. However, briefs may be allocated depending on the relevant circumstances of the matter inter alia, based on previous involvement in a matter, relevant experience, availability, business urgency, nature and complexity of the matter, and the bidder's location;
- 23.10. Request for quotes may be required based on the service required during the duration of the contract;
- 23.11. The NPA may withdraw a bidder from the appointed panel due to poor performance;
- 23.12. This is a non-exclusive panel and the NPA may at its sole discretion, source service outside the panel.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

24. SOURCING PROCESS

- 24.1. The NPA will firstly identify a need and secure resources for the opportunity;
- 24.2. When the NPA is in need of a specific professional service to be rendered, a Request for Quotation (RFQ) will be issued to those bidders on the panel who indicated expertise in that specific work area. Prices/quotations will be used for evaluation on the specific assignment;
- 24.3. Price on the quotations for a specific assignment will be utilized in the evaluation process to determine the successful service provider;
- 24.4. For evaluation purposes, the proposed bidder(s) must meet the criteria of having resources that have a university/and/or relevant qualification and the relevant number of years of experience and /or industry certification in Public and Private Sector;
- 24.5. Panel members will have to respond to the RFQ, indicating their availability and their hourly rate. The hourly rates must be equal or less than the fees stated in the contract; (Auditor- General: Guideline on fees).
- 24.6. RFQ's received will be evaluated based on the 80/20 (B-BBEE score and price) depending on the anticipated value of the work package;
- 24.7. The NPA reserves the right to negotiate hourly charge-out rates/quote submitted by bidders.
- 24.8. An order is then issued to the successful bidder(s) from the panel.

25. FORMAL CONTRACT

- 25.1. This bid, all the appended documentation and the proposal in response thereto read together, forms the basis for a formal contract to be negotiated and finalized between the NPA and the successful service provider to whom the NPA will award the bid to either in whole or in part.

26. FINANCIAL TERMS

- 26.1. The NPA is a public entity and as such the terms of payment are thirty days (30) days from date of invoice. Therefore, the Service Provider should demonstrate that they are in a stable financial position in order to undertake this project.

27. SUB-CONTRACTING

- 27.1. The NPA will not enter into any separate contracts with a sub-contracted whom an appointed service provider would wish to work with. Bidders are required to indicate on their proposal if they have any intention to sub-contract. Failure to disclose that, may lead to disqualification or withdrawal of the contract.
- 27.2. A bidder may not cede, assign or sub-contract any part of the assignment to any person unless with a written consent of the NPA.
- 27.3. Bidding companies must clearly indicate if they envisage sub-contracting part of the project and which requirements will be subcontracted. The status of the company to which work will be subcontracted with regard to the B-BBEE status level contribution must be clearly indicated.
- 27.4. The NPA will enter into a Service Level Agreement with the successful bidders, effective from the date of bid award, taking all aspects of the contract into account.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

28. The NPA will not be liable for any expenses incurred by the bidders during the bidding process, including on-site presentations.
29. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
30. A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.
31. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.
32. The successful bidder 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 unfavorable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to immediately cancel this contract in writing.
33. Bidders are requested to place their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each place where a signature is required is correctly and fully signed including witnesses where applicable.
34. The potential service provider(s) are expected to show indicative pricing /rate per hour for each team member and level, which must be submitted with the proposal.
35. **Bid proposal document should include the following detail but not be limited thereto in relation to the bidder:**

- 35.1. **Bidder's profile** – Short summary and description of the key features of the bidding entity including the legal name of the entity, its principal business address, if applicable an overview of the consortium with a description of the corporate organization of the proposed entity including all members of the consortium. If applicable, a description of the role of the lead partner and participating companies of the consortium.
- 35.2. **Provide a proposal on the proposed methodology.** The bidder must provide its proposed approach indicating how the services will be executed successfully. It must provide a comprehensive proposal to demonstrate their capability to render such services. This will typically include human resources to be employed, etc. Refer to Evaluation Criteria for Resources/Individuals/Account manager/key personnel/ listed under section 6 of this document.
- 35.3. A comprehensive Curriculum Vitae (CV) of each individual

Curriculum vitae or profile must include the following:

- 35.3.1. The person's work history/profile,
- 35.3.2. Academic and professional qualifications,
- 35.3.3. Relevant professional membership, such as member in good standing of the following professional organizations, e.g. ACFE, ICFP, IACIS, etc.
- 35.3.4. Certified copies of the person's qualifications for post matric qualification in Computer Science / Computer Engineering; Information Technology; Information Systems; or other relevant field of study (Computer/Digital Forensics) including any relevant Post Graduate qualification will be required.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

35.3.5. Certified copies of the person's Internationally approved Digital/Computer Forensic Certification. (e.g. GIAC, IACIS, including valid vendor Certification such as ACE, Encase, XRY and Cellebrite) will be required.

35.3.6. To indicate extensive experience in any of the following areas of service, as an individual:

- Forensic Media Imaging
- Search and Seizure and/or Anton Pillar
- Proficiency in Forensic Tools and Analysis
- Report Writing (Successful cases)
- Actual experience in digital forensics (e.g. imaging, analysis, report writing, testifying)

35.3.7. Proof of testifying in a disciplinary, civil, or criminal proceedings as an expert/specialist witness

35.4. **Track record and relevant experience on similar services.** The bidder must provide information that demonstrates adequately/ prove specific and/or related experience and track record of the firm. Such claims must be supported by at least three (3) or more references to permit the NPA to verify the claimed capabilities. To support all claims of experience presented and to assist the NPA in reviewing and evaluating of the proposals, the bidders are requested to provide the following:

35.4.1. At least three (3) signed reference letters (not older than five (5) years) of previous clients where similar services required by this bid were offered, listing the services received, indicating client's satisfaction with the delivery of the services, and 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, and not the proposed approach to this requirement).

35.4.2. If the bidder submits more than one CV or profiles of personnel, the CVs or profiles of the different personnel will be assessed on an individual basis.

35.5. **Annual Financial Statements - The bidder must provide the Annual Financial Statement (AFS) that are:**

35.5.1. Not older than 18 months as at close of bid;

35.5.2. Audited and or signed off by the Accounting Officer in the case of a Close Corporation.

36. METHOD AND CONDITIONS OF PAYMENT

36.1. The NPA does not settle invoices for outstanding services.

36.2. Payment is made in the South African Rands.

37. INTELLECTUAL PROPERTY CONTAINED IN THE DELIVERABLES

37.1. The ownership and intellectual property rights of all designs, specifications, programming code and all other documentation required as part of the delivery to the NPA reside with the NPA.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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.
- Have applicable business sector experience

2. FRAUD AND CORRUPTION

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

3. CLARIFICATION / QUERIES

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

Bid Enquiries : Halala Nsibande
E-mail : tenders@npa.gov.za

3.2 Queries received will be responded to within two (2) working days of receiving the query. The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid. **Note: Bidders are not permitted to communicate with any NPA official except the Supply Chain Management Official for anything pertaining to this bid.**

3.3 Bidders will get a copy of the bid document at the Reception, **VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria**, and the soft copy will be available on the NPA website (www.npa.gov.za).

4. SUBMISSION ON BIDS

4.1 Bidders must submit the bid in a hard copy format (paper document) to the NPA. The hard copy of these original sets of bid documents serve as the legal bid contract document and the master record between the bidder and the NPA. The bidder is required to attach originals or certified copies of any certificates stipulated in this document to these original sets of bid documents.

4.2 Any discrepancy between the original sets deposited to the NPA and that kept by the bidder, the original set deposited with the NPA is the master contract for both parties.

4.3 Bidders must mark documents as either "Original" or "Copy" and number all pages sequentially. **Note:** Bidder is required to group documents into "PROPOSAL" and "PRICING" Sections.

4.4 Bidders must submit proposal responses in accordance with the prescribed manner of submission as specified in paragraph 4 of this section.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

4.5 NUMBER OF DOCUMENTS REQUIRED

One (1) original, two (2) copies and optional USB (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 WEAVING PARK 123 WEST LAKE AVENUE SILVERTON PRETORIA	NATIONAL PROSECUTING AUTHORITY THE BID OFFICE PRIVATE BAG X 752 PRETORIA 0001

- 4.6 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date and time of the bid on the addresses as outlined above. The NPA will NOT take responsibility for any bid documents received late. **NOTE:** Proposals responses sent by post or courier must also reach this office before the closing date and time. Failure to comply with this requirement will result in your proposal being treated as a "late proposal" and will not be considered. Such proposal may be returned to the respective service provider on request.

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

- 4.7 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 4.8 All paper copies must be neatly bound. All additions to the bid documents, i.e. appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. should be neatly bound as part of the schedule concerned.
- 4.9 The NPA will not accept responsibility for any documentation that gets lost.
- 4.10 An original version of the bid must be submitted. An authorized employee must sign the original version in ink, or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 4.11 **Bulky documents:** Bidders are requested to arrange prior to submitting the bulky documents. The NPA will not take responsibility for the bid documents left anywhere else either than the tender box as indicated in paragraph 4.5 above. Bidders are encouraged to call 012 845 6037/6077/6255 or to email to tenders@npa.gov.za to make arrangements

5. MARKING ON BID ENVELOPE / PACKS

- 5.1 The proposals must be submitted in a two (2) envelopes. The objective of the exercise is to evaluate the Proposals Section without reference to the Price Section ensuring both sections are evaluated fairly and unbiased.
- 5.2 The first envelope holds all documents excluding the SBD3.3 and detailed supporting pricing documentation. The second envelope holds the SBD3.3 and the detailed supporting pricing documentation.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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

- ☐ Attention : SCM – Bid Section
- ☐ Bid number : NPA 06-21/22
- ☐ Closing date and time : 06 September 2021 @11h00
- ☐ The name and address of the bidder

5.4 Failure to do so may result in the proposal not being identified as a bid document. The NPA will not accept responsibility for any misplaced bids.

5.5 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.

N1 from North

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

N1 from South (coming from Johannesburg)

Take the Polokwane/Krugersdorp turn-off and follow the Polokwane N1 leading to the North. Proceed past Centurion and skip the following turn-offs: Botha Avenue, Alberton (old Jan Smuts), Rigel Avenue and Atterbury Road. Take the Lynnwood Road turn-off, turn right into Lynnwood Road, over the highway, and immediately left into Meiring Naude (direction CSIR). Pass the CSIR until you get to a T-junction with Cussonia Street. Turn left, keeping to the right side of the road. Take the curve right in front of the CBC School. At the second robot turn left into Creswell Road and at the second street thereafter turn left into Hartley Street. This will take you to the main entrance of the VGM Building. **Bidders should allow time to access the premises due to security arrangements that need to be observed.**



Service provider Initial/Signature: _____

Page 33 of 60

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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 The 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 Bid rigging/collusive behavior by the bidders will result in disqualification. A bidder is not permitted to submit proposal from more than one registered company with a common director/shareholder.
- 9.3 The NPA may disregard the bid of any bidder if that bidder, or any of its Directors:
 - 9.3.1 Should it be discovered by the NPA that the bidder did not act in good faith and/or has declared incorrectly/falsely
 - 9.3.2 Not compliant with the NPA's scope of work/terms of references.
 - 9.3.3 Have been blacklisted or restricted as per the National Treasury database,
 - 9.3.4 Received information not available to other bidders through fraudulent means.
 - 9.3.5 Do not meet the cut-off mark/threshold or functional/technical mandatory requirements as stipulated in this bid,
 - 9.3.6 Have abused the SCM system of the NPA;
 - 9.3.7 Have committed proven fraud or any other improper conduct in relation to such system;
 - 9.3.8 Have failed to perform on any previous contract and the proof exists; such actions shall be communicated to the National Treasury.
 - 9.3.9 Submit incomplete information and documentation contrary to the requirements of this bid.
 - 9.3.10 Submit information that is fraudulent, factually untrue or inaccurate, e.g. B-BBEE credentials, experience, etc.
- 9.4 Do not comply with the special conditions or any other condition set out in this bid.
- 9.5 Bidders that fail to submit a bid proposal.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 5

TERMS OF REFERENCES: PANELS OF DIGITAL FORENSIC SERVICES

1. PURPOSE

- 1.1 The purpose of the bid is to appoint a Panel of Digital Forensics Service Providers for the Investigative Directorate (ID).

2. BACKGROUND

- 2.1 The Investigating Directorate was established in Accordance with Section 7(1) of the NPA Act in respect of various common law and statutory offences as well as any unlawful activities relating to “serious” high profile or complex corruption” including but not limited to offences or criminal and unlawful activities arising from the Commissions of Inquiries. Therefore, there is an urgent need to obtain additional resources in Digital Forensics to fulfil its mandate.

3. CONTRACT DURATION

- 3.1 A three (3) years contract period is required.

4. SCOPE OF WORK

- 4.1 Bidders may submit proposals in respect of any one or a combination of relevant service categories. In the event that an insufficient number of bidders are successful in a certain expert service category, the NPA reserves the right to appoint additional bidders for the particular category from the approved and preferred panel of expert services.
- 4.2 In the event that the NPA has not prescribed the level of consultant required for a specific instruction, the bidder must in good faith appoint a consultant with suitable experience and qualifications. The service providers will be required to provide the following services as per the deliverables:

4.2.1 DIGITAL FORENSICS (INCLUDES BUT NOT LIMITED TO):

- 4.2.1.1 Identification, preservation, analysis and documentation of electronic data for judicial purposes.
- 4.2.1.2 Producing an image(s) by using forensically sound methods and tools to create a forensic image of the hard disk drive(s)/solid state drive(s)/memory and other electronic devices/media, the secure storage and preservation thereof, to present in court proceedings. As well as forensic image(s) of e-mail/file share server(s) amongst others.
- 4.2.1.3 Producing of image formats (e.g. Encase Expert Witness File Format (E01) or .dd for all physical images and AccessData Logical Image (AD1) of all logical images or extractions, including known mobile device image formats.
- 4.2.1.4 The ability to conduct Digital Forensic Services across all platforms, but not limited to:



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- Computer Forensics
- Network Forensics
- Mobile Forensics (including Smartphone)
- Email Forensics
- Cloud Forensics

4.2.1.5 The processing of forensic images which include, amongst other things, the mapping of the file systems, the recovery of deleted data, physically carving out known data types from areas of unallocated space, expanding of compound files (emails, zip, etc.), OCR, file hashing, extracting of mobile device artefacts and the creation of a searchable full text index of all the data on the forensic images.

4.2.1.6 A comprehensive integrated and advanced evidence review/e-discovery solution with the following functionalities, but not limited to: **(when required)**

- Provide processed analysis-ready data (garbage free),
- Anytime, anywhere access to the solution by the client (accessible to the Client through Microsoft Azure Proxy).
- Advanced Indexing capabilities
- Comprehensive/advanced Search Filtering
- De-Duplication
- Optical Character Recognition (OCR) – Full-Text Extraction
- Document Tagging
- Document Tracking (**User Activity Logs/Audit Logs**)
- Comprehensive File Format Support including Cross-platform OS
- Metadata Extraction
- Comments/Highlighting/Underlining
- Continuous learning (Artificial Intelligence)
- Pattern identification
- Visualization
- Link/mapping and cross electronic evidence/database analysis which must be applied simultaneously across structured and unstructured data from local source storage and or cloud storage (where applicable/when required)
- Workflows tailored to suit evolving case demands
- Redacting (e.g. Privileged Data)
- Digital Rights Management (DRM) – Permissions and Access Control (Restriction)
- Batching
- Download/extracting,
- Printing from solution



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- Report capabilities
- Cloud or local hosting capabilities Advanced Security (Secure Hosting)
- 4.2.1.7 Hosting and maintaining of sensitive data from different electronic evidence and other information on a secure review/e-discovery platform which can be accessed at anytime and anywhere (only accessible by the “client” (NPA /ID)
- 4.2.1.8 Using data extraction techniques to support multiple enterprise systems and other data formats for data analytics.
- 4.2.1.9 The ability to successfully extract and process data, including converting data from a large variety of digital platforms, clients and data in a readable format. (e.g. Novell GroupWise to MS Outlook)
- 4.2.1.10 The ability to forensically image and process data from a variety of digital storage devices, e.g. but not limited to, computers, laptops, servers and mobile devices (cellular phones and tablets) across all OS platforms.
- 4.2.1.11 Perform data recovery services, including seemingly damaged and/or mechanical failure storage devices.
- 4.2.1.12 Perform password recovery or decryption services for encrypted files and/or devices
- 4.2.1.13 Database protection against viruses and loss of evidence. (Working Copies of images to be used and not Original).
- 4.2.1.14 Reconciliation of different databases.
- 4.2.1.15 Analysis and recovery of any data deletions.
- 4.2.1.16 Tracking of information, e-mails and messages between different devices
- 4.2.1.17 Presenting of the reports pertaining to digital forensics in various file formats (e.g. PDF, Excel, XML) as required by the client either for investigative or prosecution purposes.

4.2.2 EXPERTISE AND EXPERIENCE REQUIRED:

4.2.2.1 Skill:

4.2.2.1.1 Digital/Computer Forensic Experts/Specialists

4.2.2.2 Qualification(s) and Certification(s):

- 4.2.2.2.1 University Degree in Computer Science / Computer Engineering; Information Technology; Information Systems; or other relevant field of study (Computer/Digital Forensics)
- 4.2.2.2.2 Vendor certification would be an advantage, e.g. ACE, EnCE, XRY, CASA & CCPA.
- 4.2.2.2.3 An Internationally recognised Digital/Computer Forensic Certification. (e.g. GIAC, IACIS) would be an advantage.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

4.2.2.3 Professional Body Membership:

- 4.2.2.3.1 Membership with a Digital/Computer Forensics or relevant professional body would be advantageous. (Locally or Internationally).

4.2.2.4 Years' Experience:

- 4.2.2.4.1 Minimum of 10 years professional and practical (years of studying and actual) experience within the field of Digital Forensics.

4.2.2.5 Digital Forensic Experience: (But not limited to)

- 4.2.2.5.1 Advanced proficiency in forensic imaging, examining, and analysing of digital media;
- 4.2.2.5.2 Advanced proficiency in the use of core digital forensic hardware and software;
- 4.2.2.5.3 Advanced proficiency in Data Recovery; Problem solving; Report writing; and Analysis;
- 4.2.2.5.4 The ability to testify as required as an expert/specialist witness;
- 4.2.2.5.5 Team player; Attention to detail; Accuracy; Deadline driven; Time management;
- 4.2.2.5.6 Work under pressure;
- 4.2.2.5.7 Results oriented;
- 4.2.2.5.8 Strategic thinker;
- 4.2.2.5.9 Ability to deal appropriately with encrypted files and/or devices including BIOS/UEFI security settings; Ability to deal appropriately with seemingly damaged devices.

4.2.2.6 Business Sector Experience: (But not limited to)

- 4.2.2.6.1 Extensive experience and proven track record in conducting a wide range of digital forensic investigations into alleged fraud, corruption or other criminal activities;
- 4.2.2.6.2 Knowledge of digital forensic processes, including acquisition, examination, analysis, and reporting;
- 4.2.2.6.3 Ability to uplift and image multiple media devices concurrently anywhere in South Africa or where required outside of South Africa;
- 4.2.2.6.4 Strong Communication; Risk management on all aspects, but not limited to Digital Forensics;
- 4.2.2.6.5 The ability to transport and safeguard the evidence in an appropriate manner;



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- 4.2.2.6.6 Customer focused;
- 4.2.2.6.7 Knowledge of the laws, rules, and legal precedents pertaining to evidence, searching of premises, and the technical aspects of conducting interviews;
- 4.2.2.6.8 Knowledge of the current Electronic Communication and Transactions Act (ECT Act) and Regulation of Interception of Communications Act (RICA Act) legislation; and working knowledge of the Cyber Crime Act, Protection Of Personal Information (POPI) Act and any other relevant Laws of general application.
- 4.2.2.6.9 Knowledge of the Budapest Convention.
- 4.2.2.6.10 The ability to deal with geographical boundaries and legal issues complicated by the presence of multiple local and international jurisdictions;
- 4.2.2.6.11 Understanding the requirements of law, not only within their own jurisdictions, but those of other jurisdictions;
- 4.2.2.6.12 Advanced knowledge of project management principles, methodology and practice; up-to-date knowledge of network systems, computer hardware, and Windows, Macintosh and Linux operating systems, as well as mobile devices and cellular communications;
- 4.2.2.6.13 Experience of forensic quality assurance and quality management systems;
- 4.2.2.6.14 The ability to host the relevant electronic evidence on a secure review platform that can be accessed from anywhere at any time;
- 4.2.2.6.15 Ability to secure and safeguard all physical and electronic evidence;
- 4.2.2.6.16 Ability to preserve the original evidence in appropriate and acceptable sealed bags with serial numbers as part of the Chain of Custody and integrity.
- 4.2.2.6.17 Knowledge and application of the related ISO standards in Digital Forensic sphere; Appropriate workforce; Integrity and accountability.

5. SERVICE CATEGORIES

5.1 SPECIAL INSTRUCTIONS TO BIDDERS

- 5.1.1 Bidders should explicitly indicate by marking "X" on one or more of the services required under the different service categories that the bidder is able to provide within their respective areas of expertise. Bidders must substantiate their response including full details on how their proposal/ solution will address and demonstrate their capability on rendering the services required on each category or the specific functional requirements. Failure to substantiate will result in disqualification. **Note. The referenced pages provided on the template must provide ease of reference for evaluation process.**



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

5.1.2 DIGITAL FORENSICS	MARK WITH AN (X)	REFERENCE PAGE(S) ON PROPOSAL
5.1.2.1 Identification, preservation, collection, analysis and reporting of electronic data for investigative and /or prosecution purposes.		
5.1.2.2 A comprehensive web based integrated and advanced evidence review/e-discovery solution with the following functionalities, but not limited to, processing to: 5.1.2.2.1 provide analysis-ready data 5.1.2.2.2 flagging/tagging 5.1.2.2.3 download/extracting 5.1.2.2.4 printing 5.1.2.2.5 visualization 5.1.2.2.6 data filtering, 5.1.2.2.7 indexed searching with multiple search techniques, 5.1.2.2.8 link/connection and cross database analysis which must be applied simultaneously across structured and unstructured data from local source storage and or cloud storage (where applicable), accessible by the "client" (NPA/ID).		
5.1.2.3 Hosting and maintaining of sensitive data from different electronic evidence and other information on a secure review/e-discovery platform which can be accessed at anytime and anywhere (accessible by the "client" (NPA /ID).		
5.1.2.4 Forensic imaging, processing, analysis, reporting, secure storage and preservation for investigative and /or prosecution purposes.		
5.1.2.5 Using data extraction techniques to support multiple enterprise systems and other data formats for data analytics.		
5.1.2.6 Perform data recovery services including seemingly damaged and/or mechanical failure storage devices.		
5.1.2.7 Database protection against viruses and loss of evidence. (working copies of images to be used and not original)		
5.1.2.8 Reconciliation of different databases.		
5.1.2.9 Analysis and recovery of any data deletions.		
5.1.2.10 Tracking of information, e-mails and messages between different devices.		
5.1.2.11 Presenting of the reports pertaining to digital forensics in various file formats (e.g. PDF, Excel, XML) as required by the client either for investigative or prosecution purposes. (Report Writing)		
5.1.2.12 Data Analysis		
5.1.2.13 Forensic Data imaging services		
5.1.2.14 Data recovery (including mechanical damaged)		
5.1.2.15 Secure storage and safeguarding of all physical and electronic evidence		
5.1.2.16 Data preservation and testifying in civil and criminal investigations.		



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 6

EVALUATION AND SELECTION PROCESS

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

Phase 1: Screening process (Completeness of documentation)

During this phase, proposals will be reviewed to determine compliance with all mandatory requirements and such documents must be signed by a duly authorized representative.

Phase 2: Functionality evaluation

Only service providers that qualified during the screening process will be evaluated on functionality. At this phase, the evaluation process will be based on the service provider's responses in respect of their proposals against specifications and quality. Service providers who score a minimum qualifying threshold score of 70 per cent or more will be automatically categorized as technically acceptable and will be included on the respective panel of professional experts/specialists. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

The NPA promotes the concept of "best value" in the award of contracts, as opposed to merely looking for the cheapest price, which does not necessarily provide the best value. Best value incorporates the expertise, experience and technical proposal of the organization and individuals who will be providing the service and the organizational capacity supporting the project team.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

EVALUATION CRITERIA

The evaluation of bidder's responses is based on the following weighting of the proposals Table 1 Functional Evaluation Criteria.

Proposals will be evaluated on a scale of **0-5** in accordance with the criteria below. Rating will be as follows; 0= Non-submission 1= poor; 2=Average; 3=Good; 4=Very Good and 5= Excellent.

FUNCTIONALITY CRITERIA – PHASE 2		Weight
1. INFRASTRUCTURE		
The bidder whose function is digital forensics, must indicate available capacity/resources in undertaking the project including human resources, systems, secure storage capability and data loss prevention software for the safekeeping of data and seized computers/digital equipment or any forms of electronic gadgets/devices.		20
2. KNOWLEDGE AND EXPERIENCE IN DIGITAL FORENSIC INVESTIGATION		
- Bidders must submit a comprehensive Curriculum Vitae (CV) of each individual including but not limited to person's work history/profile, academic (post matric qualification and industry certification) and professional qualifications, - A resource has a minimum required year of experience, 10 years (including years of study) with no industry certification and a recognized degree in any of the field listed in paragraph 4.2.2.2.1 of Section 5 = 2 points - A resource has a minimum required years of experience, 10 years (including years of study) with a recognized degree in any of the field listed in paragraph 4.2.2.2.1 of Section 5 = 3 points - A resource has a minimum required year of experience, 10 years (including years of study) with an industry certification = 4points - A resource has a minimum required years of experience, 10 years (including years of study) with an industry certification and a recognized degree in any of the fields listed in paragraph 4.2.2.2.1 of Section 5 = 5 points - No Curriculum Vitae/profiles attached to the proposal or a bidder has irrelevant experience = 0 points		30
3. TRACK RECORD AND EXPERIENCE		
Bidders must demonstrate relevant experience in digital forensics by providing documentary proof in the form of reference letters (not older than five (5) years) signed by the client (private and public sector) confirming the period of the contract where similar services were conducted, indicating the start and the end date of each contract. - Three (3) to five (5) letters = 3 points - Six (6) to eight (8) letters = 4 Points - Nine (9) or more letters = 5 Points Non-submission of relevant letters will score zero = 0 points Points will be allocated in terms of the number of letters for bidders who have experience in digital forensics.		20
4. Financial Stability		
The bidder must provide the Annual Financial Statement (AFS) that are: - - Not older than 18 months as at close of bid; - Audited and/or signed off by the Accounting Officer in the case of Close Corporation		



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22		National Prosecuting Authority	
Prepared By: Supply Chain Management Unit			
Service Description: Panel of Digital Forensic Services.			

The percentage for functionality will be calculated as follows

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

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

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

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

- i. The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the marks scored for each criterion.
- ii. The scores for each criterion will be added to obtain the total score.
- iii. This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 70 percent on functionality will be on the panel
- iv. Bidders not meeting a minimum qualifying score of 70 percent on functionality will be disqualified.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 7

RATES SCHEDULE

1. Bidders must provide all-inclusive prices where VAT is applicable:
2. The Bidder must thus complete the below schedule and return (No separate schedules permitted):

Pricing Schedule (NB: The pricing is as per the deliverables indicated on the Terms of the References section) Table-3

AREA OF SPECIALISATION	POSITION	NAME OF PERSONNEL IN POSITION	HOURLY & DAILY FEE (FROM THE DATE OF APPOINTMENT FOR A PERIOD OF THREE (3) YEARS.
e.g. Professional Expert	Key Account Manager		Hourly Rate: R Daily Rate: R

CONDITIONS APPLICABLE TO THE BIDDER'S PRICING

- Bidders are required to indicate their rates (costs) inclusive of all applicable taxes. **Note.** The fees/rates applied will be the prevailing rates at the time of the service being rendered.
- The price proposal must include VAT (if applicable) and include all operating costs, etc. inclusive of any escalation and/or all costs deemed necessary for the period of the contract, as no additional costs will be accepted later. **Prices must be quoted in South African Rands (ZAR).**
- Prices/rates are to remain fixed and valid for a period of three (3) years. **Non-fixed prices will not be considered.**

NOTE: The service providers on the panel will be engaged through competitive Request for Quotations based on the desired deliverables (as and when required) to confirm actual costs per brief or scope of work. **Note.** The NPA however reserves the right to formalize a service provider engagement model to ensure an equitable split and allocation of work amongst appointed panel of service providers.

FAILURE TO PROVIDE THE PRICING PROPOSAL WILL INVALIDATE THE BID AND RESULT IN IMMEDIATE DISQUALIFICATION OF THE PROPOSAL.

Declaration

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

Signature of bidder:

.....

Date:

.....



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

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

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----			R.....
-----			R.....



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

R.....R

R.....

TOTAL: R.....

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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

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

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

NOTE:

- Potential service provider must indicate the hourly rate per level of employees that will be utilized in the execution of this project.
- The ceiling price based on total estimated time for completion of all phases and including all expenses; inclusive of all applicable taxes for the project must be submitted.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 8

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

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

1.3 The maximum points for this bid are allocated as follows:

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

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require 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



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1. B-BBEE Status level certificate issued by an authorized body or person;
 - 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3. Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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



Service provider Initial/Signature: _____

Page 48 of 60

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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:



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;



Service provider Initial/Signature:_____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

- 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
--



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 9

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:.....
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
 - 2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

2.7.1 If so, furnish the following particulars:

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

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

.....

Position occupied in the state institution

Any other particulars:.....

.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

.....

.....

.....

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

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



Service provider Initial/Signature:_____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 10

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐		No ☐
4.1.1	If so, furnish particulars:			
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐		No ☐
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 ☐		No ☐
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 ☐		No ☐
4.4.1	If so, furnish particulars:			



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 11

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

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;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 12

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 RFQ documents and offer to undertake the work prescribed in accordance with the requirements as set out in the RFQ document. The prices quoted in this RFQ 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 RFQ will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of service provider:

Date:

Are you duly authorized to commit the service provider 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 service provider 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.



Service provider Initial/Signature: _____

BID NUMBER: NPA 06-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Service Description: Panel of Digital Forensic Services.	

SECTION 13

Bidder's Experience

NAME OF BIDDER:BID NUMBER:.....

[Note to the bidder: The bidder must complete the information set out below in response to the requirements stated in section 3, para 36.4 of the special bid conditions 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**

Client's name, contact person and contact details	Project description Description of similar work (service)	Project Cost Value of work (i.e. the service provided) inclusive of VAT (Rand)	Project period (Start and End Dates)	Description of service performed and extent of bidder's responsibilities



Service provider Initial/Signature:_____