

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |



## INVITATION TO BID

### BID DETAILS

|                   |   |                                                                          |
|-------------------|---|--------------------------------------------------------------------------|
| BID NUMBER        | : | NPA 04-21/21                                                             |
| ISSUE DATE        | : | 07 November 2021                                                         |
| CLOSING DATE      | : | 06 December 2021                                                         |
| CLOSING TIME      | : | 11h00                                                                    |
| BID DESCRIPTION   | : | Supply and delivery of pilot bags to the National Prosecuting Authority. |
| CONTRACT DURATION |   | Two (2) years                                                            |

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

| CSD SUPPLIER NUMBER | UNIQUE REGISTRATION NUMBER |
|---------------------|----------------------------|
|                     |                            |

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

**ORIGINAL** ☐
**COPY** ☐
**SOFT COPY** ☐

**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).

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

|                                                                                                                         |                                       |
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## DOCUMENTS CHECK LIST

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

| NO | DOCUMENTS                                                                                                                                                                                                                                                                                                                                                                                                               | TICK |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1. | Proof of registration on a Central Supplier Database registration (CSD)                                                                                                                                                                                                                                                                                                                                                 |      |
| 2. | Broad Based Black Economic Empowerment (B-BBEE) Certificate or original sworn affidavit signed by the Commissioner of Oaths.                                                                                                                                                                                                                                                                                            |      |
| 3. | Bidder's profile                                                                                                                                                                                                                                                                                                                                                                                                        |      |
| 4. | Bidders must provide proposed approach/methodology, proposal and operational/works schedule indicating project activities, timeframes, deliverables and delivery lead times and guarantee of stock availability as and when required. The plan should cover the work breakdown process from manufacturing, storage, ordering, supply and delivery. Resources and infrastructure as per <b>section 3, paragraph 35.2</b> |      |
| 5. | Certified copies of Identity Documents of Directors/Members/Shareholders/Trustees                                                                                                                                                                                                                                                                                                                                       |      |
| 6. | Two (2) or more signed reference letters of previous clients indicating client satisfaction, contract duration, project description and bid amount as per <b>Section 3 paragraph 35.3</b>                                                                                                                                                                                                                               |      |
| 7. | One (1) original, two (2) copies and optional soft copy of the bid document                                                                                                                                                                                                                                                                                                                                             |      |
| 8. | Audited (where applicable) Financial Statements (not older than 18 Months as at close of bid) presented by an independent auditor or signed off by Accounting Officer in the case of a Close Corporation.                                                                                                                                                                                                               |      |

Bid No: NPA 04-21/22

**National Prosecuting Authority**

Prepared By: Supply Chain Management Unit

Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years.

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

|                                                                                                                         |                                       |
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## CONTENT PAGE

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

### Glossary

- Section 1 : PART A - Invitation to Bid (SBD 1); PART B – Terms and Conditions for Bidding
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of the Bid
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Bid Specifications
- Section 7 : Pricing Schedule
- Section 8 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 9 : Declaration Certificate for local production and content for designated sectors (SBD 6.2).
- Section 10 : Declaration of Interest (SBD 4)
- Section 11 : Declaration of Bidders past SCM Practices (SBD 8)
- Section 12 : Certificate of independent bid determination (SBD 9)
- Section 13 : Confirmation Form
- Section 14 : Bidder's experience
- Section 15 : Annexure C: Local Content Declaration - Summary Schedule

Annexure D: Imported Content Declaration - Supporting Schedule to Annex C

Annexure E: Local Content Declaration - Supporting Schedule to Annex C

|                                                                                                                         |                                       |
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## GLOSSARY

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

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

|                                                                                                                                                                       |                                                                                                        |               |                                                |                                                            |                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>                                                                      |                                                                                                        |               |                                                |                                                            |                                                                                      |
| BID NUMBER:                                                                                                                                                           | NPA 04-21/22                                                                                           | CLOSING DATE: | 06 DECEMBER 2021                               | CLOSING TIME:                                              | 11H00                                                                                |
| DESCRIPTION                                                                                                                                                           | Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |               |                                                |                                                            |                                                                                      |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                            |                                                                                                        |               |                                                |                                                            |                                                                                      |
| National Prosecuting Authority                                                                                                                                        |                                                                                                        |               |                                                |                                                            |                                                                                      |
| VGM Building Weavind Park                                                                                                                                             |                                                                                                        |               |                                                |                                                            |                                                                                      |
| 123 Westlake Avenue                                                                                                                                                   |                                                                                                        |               |                                                |                                                            |                                                                                      |
| Silverton                                                                                                                                                             |                                                                                                        |               |                                                |                                                            |                                                                                      |
| Pretoria                                                                                                                                                              |                                                                                                        |               |                                                |                                                            |                                                                                      |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                 |                                                                                                        |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |                                                            |                                                                                      |
| CONTACT PERSON                                                                                                                                                        | Happy Moloi                                                                                            |               | CONTACT PERSON                                 | Lloyd Possa                                                |                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                      | -                                                                                                      |               | TELEPHONE NUMBER                               | -                                                          |                                                                                      |
| FACSIMILE NUMBER                                                                                                                                                      | -                                                                                                      |               | FACSIMILE NUMBER                               | -                                                          |                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                        | <a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>                                             |               | E-MAIL ADDRESS                                 | <a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a> |                                                                                      |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                                                                        |               |                                                |                                                            |                                                                                      |
| NAME OF BIDDER                                                                                                                                                        |                                                                                                        |               |                                                |                                                            |                                                                                      |
| POSTAL ADDRESS                                                                                                                                                        |                                                                                                        |               |                                                |                                                            |                                                                                      |
| STREET ADDRESS                                                                                                                                                        |                                                                                                        |               |                                                |                                                            |                                                                                      |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                                                                   |               | NUMBER                                         |                                                            |                                                                                      |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                                                        |               |                                                |                                                            |                                                                                      |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                                                                   |               | NUMBER                                         |                                                            |                                                                                      |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                                        |               |                                                |                                                            |                                                                                      |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                                                        |               |                                                |                                                            |                                                                                      |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                            | TAX COMPLIANCE SYSTEM PIN:                                                                             |               | OR                                             | CENTRAL SUPPLIER DATABASE No:                              | MAAA                                                                                 |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                          | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                   |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT            |                                                            | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                                        |               |                                                |                                                            |                                                                                      |

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

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

|                                                                                                                         |                                |
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## PART B

### TERMS AND CONDITIONS FOR BIDDING

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE.....

|                                                                                                                         |                                |
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## SECTION 2

### GENERAL CONDITIONS OF CONTRACT

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

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

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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.
- “SCC” means the Special Conditions of Contract.
- 1.23 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.24 “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.

|                                                                                                                         |                                       |
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- |                                                                  |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                  | 2.2 | Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                                  | 2.3 | Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>3. General</b>                                                | 3.1 | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.                                                                                                                                                                                                                                                                                       |
|                                                                  | 3.2 | With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>                                                                                                                                                                                                   |
| <b>4. Standards</b>                                              | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>5. Use of contract documents and information; inspection.</b> | 5.1 | The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
|                                                                  | 5.2 | The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.                                                                                                                                                                                                                                                                                                                            |
|                                                                  | 5.3 | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.                                                                                                                                                                                                                                               |
|                                                                  | 5.4 | The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.                                                                                                                                                                                                                                                                                               |
| <b>6. Patent rights</b>                                          | 6.1 | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.                                                                                                                                                                                                                                                                                                       |
| <b>7. Performance security</b>                                   | 7.1 | Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.                                                                                                                                                                                                                                                                                                                           |
|                                                                  | 7.2 | The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.                                                                                                                                                                                                                                                                                                                         |
|                                                                  | 7.3 | The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:                                                                                                                                                                                                                                                                                                                            |

|                                                                                                                         |                                |
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- (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 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

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to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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| <b>10. Delivery and documents</b> | 10.1 | Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                   | 10.2 | Documents to be submitted by the supplier are specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>11. Insurance</b>              | 11.1 | The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>12. Transportation</b>         | 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>13. Incidental services</b>    | 13.1 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul> |
|                                   | 13.2 | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>14. Spare parts</b>            | 14.1 | <p>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:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</li> <li>(b) in the event of termination of production of the spare parts:</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                 |

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- (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.
- 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.

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| <b>19. Assignment</b>                           | 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>20. Subcontracts</b>                         | 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.                                                                                                                                                                                                                                                                                                                                                           |
| <b>21. Delays in the supplier's performance</b> | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                 | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
|                                                 | 21.3 | No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                 | 21.4 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.                                                                                                                                                                                                                                                                                                                              |
|                                                 | 21.5 | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.                                                                                                                                                                                                                                                                                                                |
|                                                 | 21.6 | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.                                                                        |
| <b>22. Penalties</b>                            | 22.1 | Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.                                              |
| <b>23. Termination for default</b>              | 23.1 | The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

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

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- 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.
- 33. National Industrial Participation Program (NIPP)** 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

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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.

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### SECTION 3

#### SPECIAL CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders may not deviate from the detailed specifications provided unless allowed to do so by the NPA in writing.
3. The NPA reserves the right;
  - To appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
  - To award a bid to one or more service providers.
  - To award the bid as a whole or in part.
  - 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")
  - To amend any bid condition, validity period, or extend the closing date of bids.
  - To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
  - To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
  - To liaise with the awarded bidder whereby there are design implications i.e. variances or modifications has been identified due to the type, finishes or size of the pilot bags. Such information will be communicated to the successful bidder. Both parties will agree prior to the manufacturing, supply and delivery of the pilot bags.
  - To purchase pilot bags outside the contract should the successful service provider fail to supply and deliver as per agreement.
  - To reject pilot bags that do not comply with the minimum specifications and to return pilot bags delivered at the service provider's expense and risk.
4. 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.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after receipt of the request; otherwise, the proposal may be disqualified.

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6. As per National Treasury Instruction note no. 9 of 2017/2018 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).
7. Bidders are required to provide tax compliance status PIN to enable the NPA to view their tax profile and verify the bidder's tax compliance status.
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 categorisation.
9. Bidders are required to submit original or certified copy of valid B-BBEE Status Level Verification Certificate or B-BBEE Sworn Affidavit (original) thereof 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 must submit signed documentary proof of the existence of joint ventures and/or consortium arrangements. The NPA will accept signed agreements as acceptable proof of joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must be clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
11. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting or joint venture agreement, the NPA will enter into a single contract with a principal service provider.
12. The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account.
13. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
  - 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"), –
    - ✓ 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;
    - ✓ 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;
    - ✓ 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;
    - ✓ 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;

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

#### 14. INDEMNITY

- 14.1 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.

#### 15. PRECEDENCE

- 15.1 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.

#### 16. TAX COMPLIANCE

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

#### 17. GOVERNING LAW

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

#### 18. RESPONSIBILITY FOR COMPANY/BUSINESS PERSONNEL

- 18.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.
- 18.2 Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work will be sub-contracted with regard to the B-BBEE status level of contribution must be clearly indicated.
- 18.3 A bidder may not cede or assign any part of the work to any person unless with the written consent of the NPA.

19. The successful service provider will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to cancel this contract immediately, in writing.

20. Bidders are requested to endorse 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.

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

21. Bidders must have the infrastructure (physical premises) and the capacity (resources) to supply and deliver pilot bags.
22. The bidder must include all cost of protective packaging as well as insurance costs because the NPA will not accept damaged pilot bags due to sub-standard packaging. The Pilot bags in transit are solely the responsibility of the successful bidder.
23. The NPA expects continuity of quality as laid down in the minimum specifications of the pilot bags.
24. The bidder warrants the pilot bags against faulty workmanship and material defects excluding normal wear and tear or malicious damage within a period of twelve (12) months.
25. The successful bidder is expected to repair a defective pilot bag within the warranty period. In cases whereby, pilot bags are irreparable within that period, the successful bidder must replace the pilot bag at no additional cost within ten (10) working days.
26. Bidders will be required to provide a sample pilot bag to the NPA for evaluation at the bidder's cost.  
**Note. All the shortlisted bidders will be informed one (1) week in advance of the date to submit the pilot bags for sample evaluation.**
27. The successful bidder will be expected to supply pilot bags to the NPA Head Office including all the regional offices within thirty (30) calendar days after receipt of an official purchase order. (List of the NPA regional offices on **paragraph 3, Section 6**).
28. The quantities indicated in the pricing schedule are for planning purposes only. No guarantees can be given on the actual quantities required because pilot bags will be ordered and/or procured as and when required.
29. **The SBD 6.2 (Standard Bidding Document 6.2) and the Declaration forms for Local Content (Annexures C, D, & E):** must be completed accordingly with a minimum Local Content threshold for the specified items. Failure to submit this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) as part of the bid documentation; and to declare that the Local Content Declaration Templates (Annexure C, D and E) have been audited and certified as correct, may result in the disqualification of the bidder's proposal/ bid.
30. Only locally produced or locally manufactured pilot bags from local raw material or input will be considered. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the Department of Trade and Industry (DTI) should there be a need to import such raw material or input.
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. Bidders may not cede or assign any part of the work to any party unless with the written consent of the NPA.
33. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
34. Prices are to be fixed and price tendered are to be net of all discounts All costs deemed necessary must be included in the total bid price because no additional costs will be admitted or accepted later.
35. **THE PROPOSAL SHOULD INCLUDE THE FOLLOWING DETAILS:**
  - 35.1 **Bidder's profile** – short summary and description of the key features of the bidder. The legal name of the entity, the principal business, if applicable an overview of the consortium with a description of the corporate organization of the proposing entity, including all members of the consortia and/sub-contracts, if applicable description of the role of the Lead partners and participating companies of the consortium; if any.

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

35.2 **Proposed methodology, comprehensive workplan and timelines** – The bidder must provide a proposed methodology to demonstrate a thorough understanding of the project. A detailed work plan must be provided in terms of service execution, from manufacturing until delivery of the pilot bag to the relevant NPA office. A project implementation plan detailing the following information:

- Project activities, timeframes, deliverables and delivery lead times and guarantee of stock availability as and when required. The work breakdown process should cover the following phases i.e. from manufacturing, storage, ordering and supply plans.
- Experienced and capable (resources) and infrastructure to deliver within agreed and reasonable lead times after receipt of an official purchase order.
- Warranties, manufacturing and material defect repair process.
- Packaging and delivery plans after receipt of an Official Purchase Orders

35.3 **Track Record and Experience** - The bidder must have knowledge and relevant experience in successfully providing similar services required. Such claims must be supported with sufficient relevant references to permit the NPA to verify claimed capabilities and experience. To support all claims of experience presented and to assist the NPA in reviewing and evaluation of the proposals, the bidders are requested to provide the following:

- Two (2) or more signed reference letters indicating client's satisfaction with bidder's delivery of goods or services; also, the client name, contact name, telephone, e-mail address, brief description of the services rendered, time-frames and the budget. (Note that the focus to these points should address the relevant experience of the bidder, not the proposed approach of the requirement).

**NOTE. The focus to these reference letters is to address the relevant work experience of the bidder.**

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

- Not older than 18 months as at close of bid;
- Audited (where applicable) or signed off by the Accounting Officer in case of Close Corporation.

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## SECTION 4

### BID SUBMISSION REQUIREMENTS

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

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

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

#### 2. FRAUD AND CORRUPTION

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

#### 3. CLARIFICATION / QUERIES

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

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

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

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

#### 4. SUBMITTING BIDS

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

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

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

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

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

4.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. should be neatly bound as part of the schedule concerned.

4.5 The NPA will not accept responsibility for any documentation that gets lost.

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

4.6 An original version of the bid must be submitted. An authorized employee must sign the original version in ink, or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.

4.7 **Bulky documents:** Bidders are requested to arrange prior to submitting the bulky documents to the NPA will not take responsibility for the bid documents left anywhere else either than the tender box as indicated in paragraph 5.1 above. Bidders are encouraged to call 012 845 6255 or to email to [tenders@npa.gov.za](mailto:tenders@npa.gov.za) to make arrangements

## 5. MARKING ON BID ENVELOPE / PACK

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

- ☐ Attention : Tender Box:
- ☐ Bid number : Supply Chain Management
- ☐ Closing date and time : NPA 04-21/22
- ☐ The name and address of the bidder : 06 December 2021 at 11h00

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

5.3 Documents submitted on time by bidders shall not be returned.

## 6. LATE BIDS

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

6.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

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

### From Pretoria City Centre

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

### 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.

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

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 road turn left into Creswell Road and at the second street thereafter turn left into Hartley Street. This will take you to the main entrance of the VGM Building. **Bidders should allow time to access the premises due to security arrangements that need to be observed.**

## 8. ACCESS TO INFORMATION

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

## 9. REASONS FOR REJECTION

- 9.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 9.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:
  - 9.2.1 Have abused the SCM system of NPA;
  - 9.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
  - 9.2.3 Have failed to perform on any previous contract and the proof exists; such actions shall be communicated to the National Treasury.
- 9.3 Bidders that submit incomplete information and documentation not according to requirements of the specifications and special conditions.
- 9.4 Bidders that fail to submit a bid proposal in terms of **Section 3, clause 35**.

## 10. CANCELLATION OF BID PROCESS

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## SECTION 5

### EVALUATION AND SELECTION PROCESS

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

#### Phase 1: Screening process

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

#### Phase 2: Compliance on Local Content requirement

Bidders that have met the pre-qualification criteria will be evaluated on local content. All the responses that complied with local content and production in terms of the stipulated minimum thresholds requirements will qualify for phase four (4) i.e. mandatory requirements evaluation. Bidders must indicate compliance with the stipulated minimum thresholds as required on the Standard Bidding Document (SBD 6.2) – Declaration Certificate for local production and content and **MUST** submit templates i.e. Annexure C, D & E as part of the bid submission. **NOTE: Failure to comply with the minimum threshold requirement for local production and content as stipulated will result in immediate disqualification.**

#### Phase 3: Functionality evaluation

Bidders that qualified on local content requirement will be evaluated on functionality. The evaluation process will be based on the bidder's responses in respect of the bid proposal (evaluated on the minimum functional specifications). Bidders who score a minimum qualifying score of 35 points or more out of 70 points on functionality will be considered for next phase i.e. samples evaluation.

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 |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|
| <b>1. Proposed Methodology</b>                                                                                                                                                                                                                                                                                        |        |    |
| The bidder must provide a proposed methodology to demonstrate a thorough understanding of the project. A detailed work plan must be provided in terms of service execution, from manufacturing until delivery of the pilot bag to the NPA offices. A project implementation plan detailing the following information: |        |    |
| ▪ Project activities, timeframes, deliverables and delivery lead times and guarantee of stock availability as and when required. The work breakdown process should cover the following phases i.e. from manufacturing, storage, ordering and supply plans.                                                            | 15     | 35 |
| ▪ Experienced and capable (resources) and infrastructure to deliver within agreed and reasonable lead times after receipt of an official purchase order.                                                                                                                                                              | 10     |    |
| ▪ Warranties, manufacturing and material defect repair process.                                                                                                                                                                                                                                                       | 5      |    |
| ▪ Packaging and delivery plans after receipt of an Official Purchase Orders.                                                                                                                                                                                                                                          | 5      |    |

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

| 2. Track Record and Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <p>The bidder must have knowledge and relevant experience with regard to the scope of service requirements (as outlined on <b>paragraph 35.3, section 3</b>). Submit documentary proof in the form of two (2) or more relevant signed reference letters (on a letterhead of the referee, with contact details) confirming exact start and end dates of contract(s) were similar services were rendered.</p> <p>Less than one (1) year = 1 Point<br/> One (1) year to two (2) years = 2 Points<br/> More than two (2) years to three (3) years = 3 Points<br/> More than three (3) years to five (5) years = 4 Points<br/> Five (5) years and above = 5 points</p> <p><b>Non-submission of signed reference letters will score zero (0) points.</b></p> <p>NB: The focus of these letters should address the relevant work experience of the bidder. This criterion will be evaluated in conjunction with section 13 (Bidders' experience).</p> | 30        |
| 3. FINANCIAL STABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |
| <p>The bidder must provide the Annual Financial Statement (AFS) that are:</p> <ul style="list-style-type: none"> <li>Not older than 18 months as at close of bid;</li> <li>Audited (where applicable) or signed off by the Accounting Officer in case of Close Corporation.</li> </ul> <p>Points allocation will be based on the revenue (Gross annual sales) as per the AFS provided:</p> <p>R 4 million and above 5 points<br/> R 3 million to R 4 million 4 points<br/> R 2 million to R 3 million 3 points<br/> R 1 million to R 2 million 2 points<br/> R 999,999 to below 1 point<br/> Non-submission 0 points</p>                                                                                                                                                                                                                                                                                                                       | 5         |
| <b>Functional Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>70</b> |
| <b>Threshold</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>35</b> |

The points scored for functionality and sample evaluation will be calculated as follows:

$$Ps = \frac{SO}{ms} \times Ap$$

Where:

Ps = points scored for functionality/sample evaluation by bid under consideration

So = total score of bid under consideration

Ms= maximum possible score

Ap = points allocated for evaluation process

- The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the total score for each criterion.
- The scores for each criterion will be added to obtain the total score.
- This total score will be divided by the maximum possible score and multiplied by the allocated points and **only** bidders that have met the minimum qualifying score will be considered.
- Bidders not meeting a minimum qualifying score will be disqualified.

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

#### Phase 4: Sample evaluation criteria

During this phase, bidders that qualified on functionality will be required to provide a pilot bag sample for evaluation. Bidders must meet a minimum qualifying score of 15 points or more out of 30 points to qualify to the next phase i.e. Price and B-BBEE status level contribution. **Failure to meet the required minimum qualifying score will result in disqualification.**

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

| Evaluation Criteria Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Score                       | Weight           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------|
| <p>The pilot bag sample evaluation will be based on the following aspects:</p> <ul style="list-style-type: none"> <li>✓ <b>Features required:</b> <ul style="list-style-type: none"> <li>• Pilot bag with two (2) wheels and base stability feet</li> <li>• Material and colour: Black bonded leather</li> <li>• Twin Combination Lock</li> <li>• Weight: 3.5 kg – 4.5 kg</li> <li>• Retractable tow handle.</li> <li>• Internal and external pockets</li> <li>• Padded Inner compartment/removable sleeve</li> <li>• Pen Storage</li> <li>• Size required: 450mm - 470mm (w) x 340mm - 360mm (h) x 200mm – 220mm (d)</li> </ul> </li> <li>✓ Material durability and quality</li> <li>✓ Packaging (individually wrapped)</li> </ul> | <p>20</p> <p>5</p> <p>5</p> | <p><b>30</b></p> |
| <b>Sample Evaluation Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                             | <b>30</b>        |
| <b>Threshold</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             | <b>15</b>        |

**Note: All the Shortlisted bidders will be informed one (1) week in advance of the date to submit the pilot bag sample.**

#### Phase 5: Price and B-BBEE status level contribution evaluation

Price points will be calculated and added to the preference points claimed by bidders.

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## SECTION 6

### SPECIFICATION: SUPPLY AND DELIVERY OF PILOT BAGS TO TH PROSECUTING AUTHORITY

#### 1. PURPOSE

- 2.1 The purpose of this bid is to appoint a service provider to supply and deliver pilot bags to National Prosecuting Authority for a period of two (2) years.

#### 2. BACKGROUND

- 2.2 The main objective is to ensure that officials have the required basic tools of trade in order to render their services effectively and efficiently.

#### 3. SCOPE OF SERVICE

- 3.1 The successful service provider will be required to supply and deliver pilot bags to National Prosecuting Authority as per the agreed specification.

#### 4. PILOT BAGS SPECIFICATION

- 4.1 Bidders are required to supply and deliver pilot bags as per the following specifications/features:

- 4.1.1 Pilot bag with two (2) wheels and base stability feet
- 4.1.2 Material and colour: Black bonded leather
- 4.1.4 Size: 450mm - 470mm (w) x 340mm - 360mm (h) x 200mm – 220mm (d)
- 4.1.5 Twin Combination Lock
- 4.1.6 Weight: 3.5 kg – 4.5 kg
- 4.1.7 Retractable tow handle.
- 4.1.8 Internal pocket and external pockets
- 4.1.9 Padded Inner compartment/removable laptop sleeve
- 4.1.10 Pen Storage
- 4.1.11 Packaging: Pilot bag must be individually wrapped.

#### 5. LIST OF NPA REGIONAL OFFICES INCLUDING VGM HEAD OFFICE

| NPA Offices                              | Physical Address                                         |
|------------------------------------------|----------------------------------------------------------|
| Head Office                              | VGM Building<br>123 Westlake Ave<br>Weavind Park<br>0184 |
| DPP Eastern Cape (Bhisho)                | Tourism House<br>Phalo Avenue<br>Bhisho<br>5608          |
| CPP Eastern Cape<br>(East London Office) | 17 Fleet Street<br>East London<br>5200                   |

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

|                                                    |                                                                                                                   |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| DPP Eastern Cape (Grahamstown)                     | Hayton Building<br>94 High Street<br>Grahamstown<br>6140                                                          |
| DPP Eastern Cape (Mthatha)                         | TBC House<br>Lower Sissions Street<br>Fortgate<br>Mthatha                                                         |
|                                                    | CPP Mthatha, Cnr. Leeds & Owen Street, Fortgate, Mthatha                                                          |
|                                                    | CPP Butterworth, 52 Blyth Street, Butterworth 5320                                                                |
| DDPP Eastern Cape<br>(Port Elizabeth)              | Wooltrust House<br>18 Grahamstown Road<br>North End<br>Port Elizabeth<br>6000                                     |
|                                                    | CPP Port Elizabeth, Ronelle Meiring, RM 1.31<br>Goven Mbeki & De Villiers Avenue, North End, port Elizabeth, 6001 |
|                                                    | CPP Queenstown, 76 Robinson Road, Queenstown 5320                                                                 |
| DPP Free State                                     | Waterfall Centre<br>Cnr Aliwal and St Andrews Street<br>Bloemfontein<br>9301                                      |
|                                                    | CPP Bloemfontein, Cnr St Georges & President Brand Street, Bloem, 9301                                            |
|                                                    | CPP Bethlehem, Cnr Oxford & Grey Street, Bethlehem, 9700                                                          |
|                                                    | CPP Welkom, Cnr Van Heerden & Buiten Street, Welkom, 9460                                                         |
| DPP South Gauteng Local Division<br>(Johannesburg) | Innes Chambers<br>Cnr Pritchard and Kruis Street<br>Johannesburg<br>2000                                          |
|                                                    | CPP Randburg Magistrate Court, 18 Sheperd Street, Kensington B, Randburg, 2125                                    |
|                                                    | CPP West Rand<br>Magistrate Protea<br>C/o Kunene & Ndaba Drive<br>Soweto<br>1818                                  |
|                                                    | CPP Johannesburg<br>Magistrate Johannesburg<br>Cnr Fox & NtemiPiliso Street<br>Johannesburg 2001                  |
| DPP North Gauteng: Pretoria                        | Prudentia Building<br>28 Church Square<br>Pretoria<br>0001                                                        |

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

|                                      |                                                                                                                  |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------|
|                                      | CPP Pretoria Magistrate Pretoria<br>Cnr Francis Baard & Sophie De Bruyn                                          |
|                                      | CPP Pretoria North<br>Emily Hobhouse Street<br>Pretoria North<br>0116                                            |
| DPP Limpopo (Polokwane)              | Block B<br>High Court Building<br>36 Biccard Street<br>Polokwane                                                 |
|                                      | CPP Modimolle, Cnr Van Emmenis & Dr JS Moroka<br>Street, Modimolle, 0510                                         |
| DDPP Limpopo (Thohoyandou)           | Venda High Court<br>Old Parliament Building<br>Thohoyandou<br>0950                                               |
| DPP KwaZulu Natal (Pietermaritzburg) | 286 Pietermaritz Street<br>Pietermaritzburg<br>3201                                                              |
|                                      | CPP Pietermaritzburg, Magistrate Court<br>Pietermaritzburg, Rachell McKenzie, Cnr Church<br>and Otto street, PMB |
| DDPP KwaZulu Natal (Durban)          | Southern Life Building<br>88 Joe Slovo Street<br>Durban<br>4001                                                  |
|                                      | CPP Durban<br>Magistrate Durban<br>Somtseu Road<br>Durban<br>4001                                                |
|                                      | CPP Port Shepstone<br>Magistrate Port Shepstone<br>5 Court House RD<br>Port Shepstone<br>4240                    |
| DPP Mpumalanga                       | High Court Building<br>Samora Machel Drive<br>Mbombela                                                           |
|                                      | CPP Middelburg, Lizelle Leander/M loots, 6 eksteen<br>Street, Auxilium Building, Ground Level, Middelburg<br>MP  |
|                                      | CPP Witbank, Rulene Matthews, 6 Eksteen Street,<br>Auxilium Building, Ground Level, Middelburg MP                |
|                                      | CPP Evander, Cnr Solly Zwane & Bologna Street,<br>Evander 2280                                                   |
|                                      | CPP Nelspruit, Doris Mkomazi, Caltex Building, 1st<br>Floor, Room 126, Nelspruit, 1200                           |

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

|                                            |                                                                                                                               |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| DPP North West                             | East Gallery<br>Megacity Complex<br>Sekame Road<br>Mmabatho<br>2745                                                           |
|                                            | CPP Mmabatho, University drive, Mmabatho 2735                                                                                 |
|                                            | CPP Klerksdorp, Joy Stuurman, PC Pelser Building,<br>7th floor room 701, Cnr Voortrekker & Anderson<br>street, Klerksdorp     |
|                                            | CPP Odi, 8835 Ntlatsang Street, Zone 5, Ga-<br>Rankuwa,                                                                       |
| DPP Northern Cape                          | Wilcon House<br>Fabricia Road<br>Beaconsfield<br>Kimberley<br>8301                                                            |
|                                            | CPP Upington, Weideman Street, Upington, 8800                                                                                 |
| DPP Western Cape                           | 115 Buitengracht Street<br>Cape Town<br>8000                                                                                  |
|                                            | CPP Bellville, Magistrate Court Bellville, Washiela<br>McKenzie/Adv De Jager, Cnr Voortrekker &<br>Landdros Street, Bellville |
|                                            | CPP Cape Town, Bernadine Moses, 7-11 Parade<br>Street, Cape Town                                                              |
|                                            | CPP Mitchell's Plain, Messlissa Van Niekerk, 1st<br>Avenue, Eastridge, 2nd floor, room B16, New<br>Building, Mitchellsplain   |
|                                            | CPP George, Magistrate Court George, C/o 130<br>York & Courtny Street, George                                                 |
| Special Commercial Crimes Unit (Cape Town) | Commissioner House<br>Cnr AJ West and Voortrekker Road<br>Bellville<br>7530                                                   |
| Special Commercial Crimes Unit (Durban)    | John Ross House<br>Victoria Embankment<br>Durban<br>4000                                                                      |
| Special Commercial Crimes Unit (Pretoria)  | 228 Visagie Street<br>Pretoria                                                                                                |

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## SECTION 7

### PRICING SCHEDULE

#### (Purchases – FIXED PRICES)

|                           |                                       |
|---------------------------|---------------------------------------|
| NAME OF BIDDER: .....     | BID NO.: <b>NPA 04-21/22</b>          |
| CLOSING TIME <b>11:00</b> | CLOSING DATE: <b>06 DECEMBER 2021</b> |

**Bid Description:** Appointment of service provider to supply and deliver pilot bags to the National Prosecuting Authority for a period of two (2) years.

| No.                                                                 | Description of items | Estimated quantities | Cost per item (Including Vat) | Total bid Amount (Including Vat) |
|---------------------------------------------------------------------|----------------------|----------------------|-------------------------------|----------------------------------|
| 1.                                                                  | Pilot bags           | 989                  | R .....                       | R .....                          |
| <b>Total Bid Amount including all applicable taxes and delivery</b> |                      |                      |                               | <b>R .....</b>                   |

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

- Bidders must complete the above pricing schedule in full not part thereof. **Failure to complete the pricing schedule in full will result in immediate disqualification.**
- The pricing schedule must contain a total cost inclusive of all operating and delivery costs.
- The estimated quantities indicated on the pricing schedule are for planning purposes only. NO guarantees can be given of the actual quantities required. Items will be ordered on an as and when required.
- All the bid prices accepted from the successful bidder will remain fixed and firm from date of acceptance of the contract. Non-fixed prices will not be considered.
- Rates must be quoted in South African Rand and must be inclusive of all applicable taxes. Bidders are required to indicate a total bid price inclusive of any escalation and/or all costs deemed necessary as no additional cost will be accepted later). If there are any discrepancies in the pricing schedule, the NPA may reject the bid based on the discrepancy.

**NOTE: FAILURE TO COMPLETE THE ABOVE PRICING SCHEDULE IN FULL (NOT PART THEREOF) WILL RESULT IN BIDDER'S PROPOSAL BEING DISQUALIFIED**

Declaration

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

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

**Date:** .....

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## 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) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

|                                                          | POINTS     |
|----------------------------------------------------------|------------|
| <b>PRICE</b>                                             | 80         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

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

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

#### 2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

- (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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = 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:

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## SECTION 9

## SBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6 A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
  - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

#### 2. Definitions

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|------------------------------------------------|-------------------------------------|
| <b>Pilot Bag</b>                               | <b>100%</b>                         |

4. Does any portion of the services, works or goods offered have any imported content?

**(Tick applicable box)**

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency  | Rates of exchange |
|-----------|-------------------|
| US Dollar |                   |

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

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

|                |  |
|----------------|--|
| Pound Sterling |  |
| Euro           |  |
| Yen            |  |
| Other          |  |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?  
(**Tick applicable box**)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution): .....

.....NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.

Bidder's Signature/ initial: .....

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

|                                                                    |   |
|--------------------------------------------------------------------|---|
| Bid price, excluding VAT (y)                                       | R |
| Imported content (x), as calculated in terms of SATS 1286:2011     | R |
| Stipulated minimum threshold for local content (paragraph 3 above) |   |
| Local content %, as calculated in terms of SATS 1286:2011          |   |

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

## **SBD 6.2**

### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

#### **NOTE**

Only locally produced or locally manufactured pilot bags from local raw material or input will be considered. If raw material or input to be used for a specific item is not available locally, bidders MUST obtain written authorization from the Department of Trade and Industry (DTI) should there be a need to import such raw material or input.

A copy of the authorization letter must be submitted together with the bid document at the closing date and time of the request. For further information, bidders may contact the Clothing, Textile, Footwear and Leather Unit within the DTI at telephone 012 394 3717/1390.

**Any enquiries in respect of Local Production and Content and all documents to be submitted to the DTI must be directed as follows:**

The Department of Trade and Industry  
Private Bag X84  
Pretoria  
0001

For Attention - Chief Director: Industrial Procurement  
Tel: (012) 394 1435  
Fax: (012) 394 1535  
EMAIL: [localcontent@thedti.gov.za](mailto:localcontent@thedti.gov.za)

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## SECTION 10

### SBD 4

#### DECLARATION OF INTEREST

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

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

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

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

2.2 Identity Number.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, 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.

<sup>1</sup> "State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

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

Any other particulars.....  
.....

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

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

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

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

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

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

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

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

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

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

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

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

2.11.1 If so, furnish particulars:

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

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

### 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

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

## SECTION 11

**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?<br><br>(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).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                            | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |
| 4.4   | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                |

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

**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**

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## SECTION 12

SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

in response to the invitation for the bid made by:

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

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

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

## SECTION 13

### Confirmation

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

### Declaration

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

Signature of bidder: .....

Date: .....

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

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

### Domicilium

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

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

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid No: NPA 04-21/22                                                                                                    | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## SECTION 14

### Bidder's Experience

|                       |                       |
|-----------------------|-----------------------|
| NAME OF BIDDER: ..... | BID NO.: NPA 04-21/22 |
|-----------------------|-----------------------|

[Note to the Bidder: The bidder must complete the information set out below in full in response to the requirements stated in **section 3, par. 35.3** of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]

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

| Clients' Name, contact person and contact details   | Project description | Project Cost       | Project period (Start and End Dates) | Description of service performed and extent of Bidder's responsibilities |
|-----------------------------------------------------|---------------------|--------------------|--------------------------------------|--------------------------------------------------------------------------|
| <i>E.g. ABC Pty Ltd, Willing Will, 012 999-9999</i> | <i>Pilot bag</i>    | <i>R 0 000 000</i> | <i>1 April 2018 to 31 March 2019</i> | <i>Office furniture, equipment etc.</i>                                  |
|                                                     |                     |                    |                                      |                                                                          |
|                                                     |                     |                    |                                      |                                                                          |
|                                                     |                     |                    |                                      |                                                                          |
|                                                     |                     |                    |                                      |                                                                          |
|                                                     |                     |                    |                                      |                                                                          |

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

## SECTION 15

SATS  
1286.2011

### Annexure C

#### Local Content Declaration - Summary Schedule

- (C1) Tender No. **NPA 04-21/22**  
(C2) Tender description: **Pilot bags**  
(C3) Designated product(s): **Textile industry**  
(C4) Tender Authority: **NPA**  
(C5) Tendering Entity name:  
(C6) Tender Exchange Rate:  
(C7) Specified local content: **100 %**

**Note:** VAT to be  
excluded from all  
calculations

R  EU  GBP

|                  |               | Calculation of local content   |                         |                                               |                |             |                            | Tender summary |                    |                                 |                        |
|------------------|---------------|--------------------------------|-------------------------|-----------------------------------------------|----------------|-------------|----------------------------|----------------|--------------------|---------------------------------|------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value-net of exempted imported content | Imported value | Local value | Local content % (per item) | Tender Qty     | Total tender value | Total exempted imported content | Total Imported content |
| (C8)             | (C9)          | (C10)                          | (C11)                   | (C12)                                         | (C13)          | (C14)       | (C15)                      | (C16)          | (C17)              | (C18)                           | (C19)                  |
| 1                | Pilot bags    |                                |                         |                                               |                |             | 100%                       | 989            |                    |                                 |                        |
|                  |               |                                |                         |                                               |                |             |                            |                |                    |                                 |                        |

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

|  |                  |               |                                |                         |                                               |                |             |                            |  |            |                    |                                 |                        |
|--|------------------|---------------|--------------------------------|-------------------------|-----------------------------------------------|----------------|-------------|----------------------------|--|------------|--------------------|---------------------------------|------------------------|
|  |                  |               |                                |                         |                                               |                |             |                            |  |            |                    |                                 |                        |
|  |                  |               |                                |                         |                                               |                |             |                            |  |            |                    |                                 |                        |
|  | Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value-net of exempted imported content | Imported value | Local value | Local content % (per item) |  | Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
|  | (C8)             | (C9)          | (C10)                          | (C11)                   | (C12)                                         | (C13)          | (C14)       | (C15)                      |  | (C16)      | (C17)              | (C18)                           | (C19)                  |
|  |                  |               |                                |                         |                                               |                |             |                            |  |            |                    |                                 |                        |

(C20) Total tender value

R

Signature of tenderer from Annex B

(C21) Total Exempt imported content

R

(C22) Total Tender value net of exempt imported content

R

(C23) Total Imported content

R

(C24) Total local content

R

(C25) Average local content % of tender

%

Date: \_\_\_\_\_

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

SATS  
1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

|      |                        |              |                                                           |     |
|------|------------------------|--------------|-----------------------------------------------------------|-----|
| (D1) | Tender No.             | NPA-04-20/21 | <div>Note: VAT to be excluded from all calculations</div> |     |
| (D2) | Tender description:    | Pilot bags   |                                                           |     |
| (D3) | Designated Products:   | Textile      |                                                           |     |
| (D4) | Tender Authority:      | NPA          |                                                           |     |
| (D5) | Tendering Entity name: |              |                                                           |     |
| (D6) | Tender Exchange Rate:  | Rand         | EU                                                        | GBP |

A. Exempted imported content

Calculation of imported content

Summary

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty                        | Exempted imported value |
|------------------|---------------------------------|----------------|-------------------|--------------------------------------------------|----------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|-----------------------------------|-------------------------|
| (D7)             | (D8)                            | (D9)           | (D10)             | (D11)                                            | (D12)                | (D13)                  | (D14)                          | (D15)                                       | (D16)                      | (D17)                             | (D18)                   |
|                  |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |                                   |                         |
|                  |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |                                   |                         |
|                  |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            |                                   |                         |
|                  |                                 |                |                   |                                                  |                      |                        |                                |                                             |                            | (D19) Total exempt imported value | R 0                     |

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

This total must correspond with  
Annex C - C 21

| B. Imported directly by the Tenderer |                                 |                 |                   | Calculation of imported content                  |                         |                        |                                |                                             |                            | Summary                               |                      |
|--------------------------------------|---------------------------------|-----------------|-------------------|--------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|---------------------------------------|----------------------|
| Tender item no's                     | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty                            | Total imported value |
| (D20)                                | (D21)                           | (D22)           | (D23)             | (D24)                                            | (D25)                   | (D26)                  | (D27)                          | (D28)                                       | (D29)                      | (D30)                                 | (D31)                |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |                                       |                      |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |                                       |                      |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |                                       |                      |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |                                       |                      |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |                                       |                      |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |                                       |                      |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |                                       |                      |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |                                       |                      |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            |                                       |                      |
|                                      |                                 |                 |                   |                                                  |                         |                        |                                |                                             |                            | (D32)Total imported value by tenderer | R 0                  |

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

**C. Imported by a 3rd party and supplied to the Tenderer**

**Calculation of imported content**

**Summary**

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported                       | Total imported value |
|---------------------------------|-----------------|----------------|-------------------|--------------------------------------------------|-------------------------|------------------------|--------------------------------|---------------------------------------------|----------------------------|-----------------------------------------|----------------------|
| (D33)                           | (D34)           | (D35)          | (D36)             | (D37)                                            | (D38)                   | (D39)                  | (D40)                          | (D41)                                       | (D42)                      | (D43)                                   | (D44)                |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                                         |                      |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                                         |                      |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                                         |                      |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                                         |                      |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                                         |                      |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            |                                         |                      |
|                                 |                 |                |                   |                                                  |                         |                        |                                |                                             |                            | (D45) Total imported value by 3rd party | R 0                  |

**D. Other foreign currency payments**

**Calculation of foreign currency payments**

**Summary of payments**

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange |
|-----------------|-----------------------------------|----------------------|-----------------------------|-------------------------|
| (D46)           | (D47)                             | (D48)                | (D49)                       | (D50)                   |
|                 |                                   |                      |                             |                         |
|                 |                                   |                      |                             |                         |
|                 |                                   |                      |                             |                         |
|                 |                                   |                      |                             |                         |
|                 |                                   |                      |                             |                         |

Signature of tenderer from Annex B

Date: \_\_\_\_\_

| Local value of payments                                                        |
|--------------------------------------------------------------------------------|
| (D51)                                                                          |
|                                                                                |
|                                                                                |
|                                                                                |
|                                                                                |
|                                                                                |
| (D52) Total of foreign currency payments declared by tenderer and/or 3rd party |

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

This total must correspond with Annex C - C 23

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

|                                                                                                                         |                                |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | National Prosecuting Authority |
| Prepared By: Supply Chain Management Unit                                                                               |                                |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                |

SATS 1286.2011

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

|      |                               |                  |
|------|-------------------------------|------------------|
| (E1) | <b>Tender No.</b>             | NPA 04-21/22     |
| (E2) | <b>Tender description:</b>    | Pilot Bags       |
| (E3) | <b>Designated products:</b>   | Textile industry |
| (E4) | <b>Tender Authority:</b>      | NPA              |
| (E5) | <b>Tendering Entity name:</b> |                  |

**Note:** VAT to be excluded from all calculations

| Local Products<br>(Goods, Services and Works) | Description of items purchased | Local suppliers | Value |
|-----------------------------------------------|--------------------------------|-----------------|-------|
|                                               | (E6)                           | (E7)            | (E8)  |
|                                               |                                |                 |       |
|                                               |                                |                 |       |
|                                               |                                |                 |       |
|                                               |                                |                 |       |
|                                               |                                |                 |       |
|                                               |                                |                 |       |

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

|                                                                                                                         |                                       |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Bid Number: NPA 04-21/22                                                                                                | <b>National Prosecuting Authority</b> |
| Prepared By: Supply Chain Management Unit                                                                               |                                       |
| Bid Description: Supply and delivery of pilot bags to the National Prosecuting Authority for a period of two (2) years. |                                       |

|                                                                                                                                                    |                                             |                                                                        |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------|---|
|                                                                                                                                                    |                                             |                                                                        |   |
|                                                                                                                                                    |                                             |                                                                        |   |
|                                                                                                                                                    |                                             |                                                                        |   |
|                                                                                                                                                    |                                             |                                                                        |   |
|                                                                                                                                                    |                                             | <b>(E9) Total local products (Goods, Services and Works)</b>           | R |
| <b>(E10)</b>                                                                                                                                       | <b>Manpower costs</b>                       | (Tenderer's manpower cost)                                             | R |
| <b>(E11)</b>                                                                                                                                       | <b>Factory overheads</b>                    | (Rental, depreciation & amortization, utility costs, consumables etc.) | R |
| <b>(E12)</b>                                                                                                                                       | <b>Administration overheads and mark-up</b> | (Marketing, insurance, financing, interest etc.)                       | R |
|                                                                                                                                                    |                                             | <b>(E13) Total local content</b>                                       | R |
| <div style="background-color: black; color: white; text-align: center; padding: 5px;"> <b>This total must correspond with Annex C - C24</b> </div> |                                             |                                                                        |   |
| <b><u>Signature of tenderer from Annex B</u></b><br><hr/>                                                                                          |                                             |                                                                        |   |
| Date: <hr/>                                                                                                                                        |                                             |                                                                        |   |

## PILOT BAG (PICTURE)

