

# STRATEGY, OPERATIONS & COMPLIANCE



National Prosecuting Authority  
South Africa

## Financial Management

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0001, South Africa

## INVITATION TO BID

### BID DETAILS

|                                        |   |                                                                       |
|----------------------------------------|---|-----------------------------------------------------------------------|
| <b>BID NUMBER</b>                      | : | NPA 16-24/25                                                          |
| <b>ISSUE DATE</b>                      | : | 21 August 2025                                                        |
| <b>NON-COMPULSORY BRIEFING SESSION</b> | : | 26 August 2025                                                        |
| <b>CLOSING DATE AND TIME</b>           | : | 16 September 2025 at 11:00am.                                         |
| <b>BID DESCRIPTION</b>                 | : | Panel of service providers to render curatorship services to the NPA. |
| <b>CONTRACT DURATION</b>               | : | Three (3) years                                                       |

### DETAILS OF BIDDER

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

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

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

**ORIGINAL**

☐

**COPY**

☐

Please mark with an x the province/s in which you have a footprint or where you will be prepared and able to provide an effective and competitive service.

|               |  |
|---------------|--|
| Eastern Cape  |  |
| Free State    |  |
| Northern Cape |  |
| Gauteng       |  |
| Limpopo       |  |
| Mpumalanga    |  |
| KwaZulu Natal |  |
| North-West    |  |
| Western Cape  |  |

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

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
| Description: Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |

## DOCUMENTS CHECK LIST

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

| NO | DOCUMENTS                                                                                                                                         | TICK |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1. | Central Supplier Database registration report (CSD)                                                                                               |      |
| 2. | Bidder's profile                                                                                                                                  |      |
| 3. | Proposed approach/methodology (as per section 3 paragraph 30.3)                                                                                   |      |
| 4. | At least three (3) reference letters of previous clients indicating the experience of the bidder (as per section 3 par 31.4)                      |      |
| 5. | Documentary proof from third party e.g., municipal account, signed lease agreement etc. (must corroborate with address provided in <b>SBD 1</b> ) |      |
| 6. | Submit one (1) original and two (2) copies                                                                                                        |      |
| 7. | Record of support and infrastructure per province (as per section 3 paragraph 30.2.1)                                                             |      |
| 8. | Curriculum vitae for Curators, Identity document and certified copies of the persons qualification. (as per section 3 paragraph 31)               |      |

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

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
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## FULL DETAILS OF BIDDER

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
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## CONTENT PAGE

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

### Structure of Proposals

#### Glossary

- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of the Bid
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Terms of Reference
- Section 7 : Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2022 (SBD 6.1)
- Section 8 : Bidder's Disclosure (SBD 4)
- Section 9 : Confirmation Form
- Section 10 : Bidder's experience
- Section 11 : Annexure A (**DECLARATION OF GOOD STANDING**)

|                                                                                                                    |
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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 and/or individuals with whom NPA will conclude a formal contract and potential Service Level Agreement subsequent to the final award of the contract based on this Request for Bid |
| Curator fees          | Curator fees are regulated in terms of the Regulation 2 (1) of the POCA Regulations                                                                                                             |
| Curator costs         | Expenses incurred by the Curator in the ordinary course of his business/administration/curatorship.                                                                                             |
| Curator disbursements | Expenses incurred by the Curator for services that are normally sub-contracted and cannot be reasonably be expected to be performed by the Curator.                                             |
| 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                                                                                                                                                                         |
| POCA                  | Prevention of Organised Crime Act, 1998 (Act No. 121 of 1998)                                                                                                                                   |
| ABRIPSA               | Association for Black Business Rescue and Insolvency Practitioners of South Africa                                                                                                              |
| SARIPA                | South African Restructuring and Insolvency Practitioners Association                                                                                                                            |

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

|                                                                                                                                                                                                                            |                                                                                                       |              |                                                                          |                                                                                        |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL PROSECUTING AUTHORITY</b>                                                                                                                                |                                                                                                       |              |                                                                          |                                                                                        |       |
| BID NUMBER:                                                                                                                                                                                                                | NPA 16-24/25                                                                                          | CLOSING DATE | 16 September 2025                                                        | CLOSING TIME:                                                                          | 11H00 |
| DESCRIPTION                                                                                                                                                                                                                | Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |              |                                                                          |                                                                                        |       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                                 |                                                                                                       |              |                                                                          |                                                                                        |       |
| National Prosecuting Authority                                                                                                                                                                                             |                                                                                                       |              |                                                                          |                                                                                        |       |
| VGM Building Weavind Park                                                                                                                                                                                                  |                                                                                                       |              |                                                                          |                                                                                        |       |
| 123 Westlake Avenue                                                                                                                                                                                                        |                                                                                                       |              |                                                                          |                                                                                        |       |
| Silverton                                                                                                                                                                                                                  |                                                                                                       |              |                                                                          |                                                                                        |       |
| Pretoria                                                                                                                                                                                                                   |                                                                                                       |              |                                                                          |                                                                                        |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                                      |                                                                                                       |              | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |                                                                                        |       |
| CONTACT PERSON                                                                                                                                                                                                             | Nebreshka Paulsen                                                                                     |              | CONTACT PERSON                                                           | Martin Mafojane                                                                        |       |
| TELEPHONE NUMBER                                                                                                                                                                                                           | -                                                                                                     |              | TELEPHONE NUMBER                                                         | -                                                                                      |       |
| FACSIMILE NUMBER                                                                                                                                                                                                           | -                                                                                                     |              | FACSIMILE NUMBER                                                         | -                                                                                      |       |
| E-MAIL ADDRESS                                                                                                                                                                                                             | <a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>                                            |              | E-MAIL ADDRESS                                                           | <a href="mailto:tenders@npa.gov.za">tenders@npa.gov.za</a>                             |       |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                                                |                                                                                                       |              |                                                                          |                                                                                        |       |
| NAME OF BIDDER                                                                                                                                                                                                             |                                                                                                       |              |                                                                          |                                                                                        |       |
| POSTAL ADDRESS                                                                                                                                                                                                             |                                                                                                       |              |                                                                          |                                                                                        |       |
| STREET ADDRESS                                                                                                                                                                                                             |                                                                                                       |              |                                                                          |                                                                                        |       |
| TELEPHONE NUMBER                                                                                                                                                                                                           | CODE                                                                                                  |              | NUMBER                                                                   |                                                                                        |       |
| CELLPHONE NUMBER                                                                                                                                                                                                           |                                                                                                       |              |                                                                          |                                                                                        |       |
| FACSIMILE NUMBER                                                                                                                                                                                                           | CODE                                                                                                  |              | NUMBER                                                                   |                                                                                        |       |
| E-MAIL ADDRESS                                                                                                                                                                                                             |                                                                                                       |              |                                                                          |                                                                                        |       |
| VAT REGISTRATION NUMBER                                                                                                                                                                                                    |                                                                                                       |              |                                                                          |                                                                                        |       |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                                                 | TAX COMPLIANCE SYSTEM PIN:                                                                            |              | OR                                                                       | CENTRAL SUPPLIER DATABASE No:                                                          | MAAA  |
|                                                                                                                                                                                                                            |                                                                                                       |              |                                                                          |                                                                                        |       |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                    |              | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |       |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                          |                                                                                                       |              |                                                                          |                                                                                        |       |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                                                            |                                                                                                       |              |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                                                  |                                                                                                       |              |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                                                 |                                                                                                       |              |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                                                      |                                                                                                       |              |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                                                  |                                                                                                       |              |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO                               |       |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b> |                                                                                                       |              |                                                                          |                                                                                        |       |

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

|                                                                                                                    |
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## PART B

### TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                      |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                   |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                                   |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7)</b>                                                                                                                                          |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                          |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                                 |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.                                                              |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.                                                                                                                         |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                                                                                   |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                                                                                             |
| 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                              |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                        |

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

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

SIGNATURE OF BIDDER: .....

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

DATE:.....

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

|                                                                                                                    |
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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 sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

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- |                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>3. General</b>                                                | <p>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.</p> <p>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></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>4. Standards</b>                                              | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>5. Use of contract documents and information; inspection.</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>                                             |
| <b>6. Patent rights</b>                                          | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>7. Performance security</b>                                   | <p>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.</p> <p>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.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p style="margin-left: 40px;">(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</p> <p style="margin-left: 40px;">(b) a cashier's or certified cheque</p> <p>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.</p> |

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|--------------------------------------------------------------------------------------------------------------------|
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## 8. Inspections, tests and analyses

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

## 9. Packing

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

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

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| <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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|                                   | 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: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>                                        |
| <b>15. Warranty</b>               | 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.                                                                                                                                                                                                                                                                                                       |

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| 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.                                                                                                                                                                                                                         |
| <b>16. Payment</b>             | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| <b>17. Prices</b>              | 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.                                                                                                                                                                                                                                                 |
| <b>18. Contract amendments</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <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. Subcontract</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                                                                                                                                                                                                                                                                                |

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| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| <b>22. Penalties</b>                            | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>23. Termination for default</b>              | <p>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:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
|                                                              | 24.2 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                              | 26.2 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                              | 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,<br>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br>(b) the purchaser shall pay the supplier any monies due the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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| <b>28. Limitation of liability</b>                          | 28.1 | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;                                                                                                                                                                                                                                                 |
|                                                             | (a)  | the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and           |
|                                                             | (b)  | the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.                                                                                                     |
| <b>29. Governing language</b>                               | 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.                                                                                                                                                                                      |
| <b>30. Applicable law</b>                                   | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.                                                                                                                                                                                                                                                         |
| <b>31. Notices</b>                                          | 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice                                |
|                                                             | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.                                                                                                                                                                                          |
| <b>32. Taxes and duties</b>                                 | 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.                                                                                                                                                                                                          |
|                                                             | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.                                                                                                                                                                                                         |
|                                                             | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.                                                                     |
| <b>33. National Industrial Participation Program (NIPP)</b> | 33.1 | The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.                                                                                                                                                                                                                  |
| <b>34. Prohibition of Restrictive practices</b>             | 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging). |
|                                                             | 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.   |

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- 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' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA reserves the right;
  - 3.1. Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
  - 3.2. To award a bid to one or more service providers.
  - 3.3. To award the bid as a whole or in part.
  - 3.4. To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
  - 3.5. To terminate any contract where service has not been carried out to its satisfaction.
  - 3.6. To amend any bid condition, validity period, or extend the closing date of bids.
  - 3.7. To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
  - 3.8. To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/ or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
4. The NPA 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 the request has been made, otherwise the proposal may be disqualified.
6. As per National Treasury Instruction note no: 9 of 2017/18 bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number).
7. Bidders are required to provide tax compliance status PIN or the Central Supplier Database Master Registration Number (MAAA Number) to enable the NPA to view their tax profile and verify the bidder's tax compliance status.
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. In the case of Sub-contracting or joint venture agreement, the NPA will enter into a single contract with the principal service provider.
10. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.

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11. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.

## 12. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

12.1. The NPA reserves its right to disqualify any bidder who with or without their company / business, whether in respect of the NPA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), –

- 12.1.1. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder or company / business in respect of the subject matter of this bid.
- 12.1.2. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity.
- 12.1.3. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NPA's officers, directors, employees, advisors or other representatives.
- 12.1.4. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity.
- 12.1.5. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity.
- 12.1.6. has, in the past engaged in any matter referred to in paragraphs 12.1.1 to 12.1.5.

## 13. INDEMNITY

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

## 14. PRECEDENCE

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

## 15. TAX COMPLIANCE

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

15.1.1. Was not compliant at the time of award

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

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| Prepared by Supply Chain Management Unit                                                                           |
| Description: Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |

## 16. GOVERNING LAW

- 16.1. 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.

## 17. RESPONSIBILITY FOR COMPANY/BUSINESS PERSONNEL

- 17.1. 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.
- 17.2. Bidding companies must clearly indicate if they envisage sub-contracting part of the services. The specific goals of the company to which work will be sub-contracted must also be clearly indicated as per table 1 on page 38 of 45 of the SBD 6.1.
18. The NPA will enter into a Service Standard Agreement (SSA) with the successful bidder, effective from the date of panel approval, taking all aspects of the contract into account. The court order, the Administration of Estates Act and terms of the this bid as well as the SSA will provide guidance in the event there is any conflict in the meaning of those documents, the hierarchy/preference will be in that order of importance. Meaning the court order, Administration of Estates Act 66 of 1965, terms of the bid and lastly the SSA.
19. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
20. The successful Curator will be subjected to a security screening process/ routine testing randomly 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.
21. Bidders are requested to endorse their signature/initial on every page of the bid document. Furthermore, bidders must ensure that every place where a signature is required is correctly and fully signed including witnesses where applicable.
22. The Curator must have the infrastructure (physical premises) and the capacity to supply and/or deliver items/service required.
23. The Curator must supply and/or deliver the services as specified.
24. The Curator should perform his/her mandate in an effective, efficient, and professional manner.
25. The National Director of Public Prosecutions (NDPP) cannot be held liable for the actions of the Curator as no contract of employment exists between the Curator and the NPA or NDPP. A Curator is not appointed in terms of the provisions of the NPA Act or Public Service Act as the functions of the Curator are described in a court order issued by a High Court and the Administration of Estates Act 66 of 1965.

## 26. Litigation

- 26.1. Curator may with the prior written authorisation of the NPA engage the services of any attorney or counsel to perform the legal work specified in the authorization in relation to the curatorship: Provided that the Curator if he or she is unable to obtain the prior written authorisation of the NPA due to the urgency of the matter or any other reason, may with the prior written authorisation of the Master engage the services of any attorney or counsel to perform the legal work specified in the authorisation in relation to the curatorship;
- 26.2. The NPA may in its discretion not exercise its right to tax costs incurred under this provision by the taxing Master if the Curator has entered into any written agreement in terms of which the fees of any attorney or counsel will be determined in accordance with a specific tariff: Provided that no contingency fees agreement referred to in section 2 (1) of the Contingency Fees Act, 1997 (Act 66 of 1997), shall be entered into without the express prior written authorization of the NPA. Costs awarded against the Curator in legal proceedings, must be taxed by the taxing Master of the high court.

|                                                                                                                    |
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26.2.1. If-

- a) the Curator has not entered into an agreement under paragraph 26(2); or
- b) there is any dispute as to the fees payable in terms of such an agreement,

the costs shall be taxed by the taxing Master of the High Court having jurisdiction or, where the costs are not subject to taxation by the said taxing Master, such costs shall be assessed by the Legal Practise Council, Law Society of South Africa or General Council of the Bar concerned or, where the counsel concerned is not a member of any bar council, by the body or person designated under section 5 (1) of the Contingency Fees Act, 1997.

26.3. No bill of costs based upon an agreement entered into under paragraph 26(2) shall be accepted as cost of the Curator, unless such bill is accompanied by a declaration under oath or affirmation by the Curator stating-

- a) that he or she had been duly authorised by the NPA, as the case may be, to enter into such an agreement;
- b) that any legal work specified in such bill has been performed to the best of his or her knowledge and belief;
- c) that any disbursements specified in such bill have been made to the best of his or her knowledge and belief; and
- d) that, to the best of his or her knowledge and belief, the attorney or counsel concerned has not overreached him or her.

26.4. Notwithstanding anything to the contrary contained in this provision, the Master may disallow Curator fees incurred under this provision if the Master is of the opinion that such fees are incorrect or improper or that the Curator acted in bad faith, negligently or unreasonably in incurring any such fees.

26.5. If the Curator has failed to discharge his/her duties or has discharged them in an unsatisfactory manner, the NPA may recommend to the Master to disallow any such fee either wholly or in-part.

27. The NPA may, in its sole discretion recommend one (1) or more successful bidders for appointment by the court as Curator or co-Curator.

28. The Curator must not have any criminal record. Convictions older than 10 years or pending disciplinary or criminal matters, as well as civil judgements against the individual must be disclosed.

29. A Curator on the panel will be required to sign a non-disclosure agreement prior to being provided with details regarding a case.

30. Bid proposal document should include the following detail but not be limited thereto in relation to the bidder:

30.1. **Bidder's profile** – Short summary and description of the key features of the bidding entity including the legal name of the entity/ sole proprietor, its principal business address. If the bidder has taken any curatorship at the instance of the NPA in the previous years, the bidder must provide a list of active matter/s as at 31 March 2025.

30.2. **Documentary proof from a third party** which is not older than three (3) months e.g. municipal account, telephone account or a signed lease agreement, etc. must be submitted to corroborate the physical address of the business as indicated on SBD1 of the bid document. The documentary proof submitted must relate to the address provided in SBD1 as well as each provincial office, if applicable.

30.2.1. **Submit record of support and infrastructure per province:**

30.2.1.1. Premises from which the bidder conducts its business,

30.2.1.2. The bidder's communication facilities (i.e. the bidders e-mail address, telephone and facsimile) and

|                                                                                                                    |
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30.2.1.3. The bidder's documents service facilities (A description of the document /record keeping systems sufficient to administer the preservation of assets. Full details of how well electronic as well as paper –based documents and confidential client information will be stored and maintained).

30.2.2. **NB: Lease agreements must be signed six (6) months prior to the advertisement date of the bid. If the Lease Agreement is less than six (6) months, then the previous lease agreement must also be submitted.**

30.3. **Provide a proposed methodology.** The bidder must provide its proposed approach indicating how the services will be executed successfully. It must provide a comprehensive proposal to demonstrate their capability to render such services. This will typically include human resources to be employed, key partners to secure premises, look after movable or immovable property, etc. Refer to Evaluation Criteria for Curators, listed under section 5 of this document.

31. A comprehensive Curriculum Vitae (CV) of each individual who will act as a Curator. The person that will act as a Curator is expected to provide the following:

31.1. Curriculum vitae including

31.1.1. the person's work history,

31.1.2. academic and professional qualifications,

31.1.3. relevant professional membership, such as that the person is a member in good standing of the following professional organisations, e.g. (ABRIPSA; or SARIPA; or South African Insolvency Practitioners Society, Legal Practise Council, South African Institute of Chartered Accountants.), etc.

➤ State not applicable if none.

➤ Kindly attach a certified copy of the certificate/confirmation of good standing when issued,

31.1.4. area of specialisation.

31.2. Certified copy of person's Identity Document (ID)

31.2.1. Certified copies of the person's qualifications as proof of a three (3) year post matric qualification in commerce or law will be required.

31.3. Reference letters (refer to the requirements set out in 31.4.1 indicating at least three (3) years' experience in any of the following areas of service, collectively or individually:

31.3.1. forensic accounting,

31.3.2. forensic investigation,

31.3.3. financial accounting/management,

31.3.4. business rescue initiatives,

31.3.5. legal forensic,

31.3.6. insurance,

31.3.7. pension Funds,

31.3.8. investment Schemes,

31.3.9. securities Services (capital markets),

31.3.10. financial Advisory and Intermediary Services,

31.3.11. law or litigation.

|                                                                                                                    |
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31.4. **Track record and experience** in curatorship services and property management for instance asset forfeiture matters, insolvency and/or liquidations. The bidder must provide information that demonstrates/adequately prove specific and/or related experience and track record of the Curator(s) in curatorship services such as asset forfeiture matters, insolvency and/or liquidations. Such claims must be supported with at least three (3) or more references to permit the NPA to verify the claimed capabilities. To support all claims of experience presented and to assist the NPA in reviewing and evaluating the proposals, the bidders are requested to provide the following:

31.4.1. At least three (3) **signed reference letters** of previous clients where similar services required by this tender were offered, listing the services received, indicating client's satisfaction with the Curator's delivery of the services, and the period of the contract i.e. Start and end date of contract as well as completing section 11 of this document. Note that the focus to these letters should address the relevant work experience of the Curator, and not the proposed approach to this requirement.

31.4.2. NB: Bidders who intend to submit a reference letter from the National Prosecuting Authority (NPA) should note that only reference letters issued by the Contract Management Unit of the NPA will be accepted.

31.5. If the bidder submits more than one CV of Curators, the CVs of the different Curators will be assessed on an individual basis.

32. Payment of fees for services will be made when the Master has taxed and approved the account after the case has been completed.

33. POCA provides that Curator fees are only payable on conclusion of proceedings. Under no circumstances, will the Curator deduct fees in part or whole from the estate before the case has been finalised or concluded and the fees had been taxed by the Master.

34. **The NPA will not be held liable for the interest incurred on the bank overdraft secured by the Curator.**

35. Curator fees and expenditure will be paid from confiscated proceeds or by the State, if no confiscation order is made as per section 28(3) of POCA.

36. Curator costs are expenses incurred by the Curator in the ordinary course of his business/administration/curatorship. The following is regarded as Curator expenses:

- 36.1. Stationery and photocopies
- 36.2. Usual telephone expenses and faxes
- 36.3. Day to day use of vehicles and petrol, in execution of duties
- 36.4. Searches done to identify more property
- 36.5. The drafting of reports
- 36.6. Postage, etc.

37. Costs categorised as disbursements are expenses incurred by the Curator out of the ordinary course of his business, and while performing his duties. Disbursements are for services that are normally sub-contracted and cannot reasonably be expected to be performed by the Curator. These expenses may in **EXCEPTIONAL** cases, and at the discretion of the NPA be paid on an ongoing basis upon request (also see par 39 below).

The following expenses are normally regarded as disbursements:

- 37.1. storage costs in the case of Curators
- 37.2. security (guards) to be provided to secure the frozen property
- 37.3. expenses to litigate issues arising from the curatorship
- 37.4. security bond "expenses"
- 37.5. evaluation of property

|                                                                                                                    |
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38. In **EXCEPTIONAL** cases, the NPA may agree to consider items mentioned in par 37 that are normally regarded as part of Curator expenses, as disbursements for example where they have been very excessive. Examples are:
- 38.1. International travel expenses incurred after consultation with the NPA.
  - 38.2. Local operational travel (at Automobile Association (AA) rates) where it involves a return trip of more than 60 km, and it is directly related to the execution of the duties of the Curator. This excludes trips for administrative purposes, e.g. to visit the NPA to discuss an account.
  - 38.3. Cell phone calls in relation to the curatorship which are made when the Curator is not in his office.
  - 38.4. Accommodation will be paid as per the amount reflected on the voucher.
  - 38.5. Large numbers of photocopies on motivation.
39. Any request for payment of expenses in paragraphs 37 and 38 above must be submitted in a covering letter motivating for payment thereof on an ongoing basis and/or as disbursements, accompanied by supporting documentation for such request.
40. In general, the NPA will support an application for special fees on additional property identified by the Curator. The bidder must provide a price proposal on recommended special fee percentages in this regard (Also see par. 33).
41. The following factors are usually considered when taxing a special fee, but not limited to:
- 41.1. The provisions of applicable legislation and regulations.
  - 41.2. Relevant case law.
  - 41.3. The degree of difficulty encountered and the time spent by the Curator in the administration thereof.
  - 41.4. The amount of work done and the time spent by the Curator in the discharge of the duties involved.
  - 41.5. The nature and the value of the assets.
  - 41.6. Whether or not the property is located outside of the borders of South Africa (SA) or in various places across SA.
  - 41.7. A need of expertise such as the running of a particular business.
  - 41.8. Any other relevant aspects
42. Additional property – property found by the Curator after the order was obtained. It therefore excludes property referred to in the Applicant's papers. It also excludes property subsequently identified by the NPA – in these cases the Curator should be informed in writing to ensure that there are no later disputes.
43. It must be made clear that the NPA cannot guarantee the fee – it is still within the Master's discretion to grant a higher or lower fee.
44. Section 11 – Declaration of good standing must be completed in full. **Failure to comply with this provision will lead to immediate disqualification.**

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## SECTION 4

### BID SUBMISSION REQUIREMENTS

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

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

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

#### 2. FRAUD AND CORRUPTION

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

#### 3. CLARIFICATION / QUERIES

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

Bid Enquiries : Nebreshka Paulsen  
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. OPTIONAL / NON-COMPULSORY VIRTUAL BRIEFING SESSION

4.1 A virtual non-compulsory briefing session will be held as follows:

| Venue: Microsoft Teams                              | Date           | Time            |
|-----------------------------------------------------|----------------|-----------------|
| Meeting ID: 322 923 573 021 2<br>Passcode: 4fe6G555 | 26 August 2025 | 10h00 -11h00 am |

#### MS TEAMS LINK:

[https://teams.microsoft.com/join/19%3ameeting\\_M2QxYzFjNzgtYjIwMi00ZGUwLTljODAtZjQ3Y2ZjMTA5MGE4%40thread.v2/0?context=%7b%22Tid%22%3a%22fe797821-586d-4735-a218-5224508e48b8%22%2c%22Oid%22%3a%2293f7bc98-3302-4ad8-9060-f41442f2dc86%22%7d](https://teams.microsoft.com/join/19%3ameeting_M2QxYzFjNzgtYjIwMi00ZGUwLTljODAtZjQ3Y2ZjMTA5MGE4%40thread.v2/0?context=%7b%22Tid%22%3a%22fe797821-586d-4735-a218-5224508e48b8%22%2c%22Oid%22%3a%2293f7bc98-3302-4ad8-9060-f41442f2dc86%22%7d)

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

#### 5. SUBMITTING BIDS

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

|                                                                                                                    |
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| 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 |

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

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

- 5.3 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 5.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 5.5 The NPA will not accept responsibility for any documentation which gets lost.
- 5.6 An original version of the bid must be submitted. An authorized employee must sign the original version in ink, or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 5.7 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting the bulky documents. The NPA will not take responsibility for the bid documents left anywhere else other than the tender box as indicated in paragraph 5.1 above. Bidders are encouraged to call 012 845 6042/6077 or to email to [tenders@npa.gov.za](mailto:tenders@npa.gov.za) to make arrangements 24 working hours prior to bid closing.

## 6. MARKING ON BID ENVELOPE / PACK

- 6.1 Bids must be submitted in a sealed envelope, or sealed pack if too big for an envelope, marked as follows:
- ☐ Attention : Tender Box: Supply Chain Management
  - ☐ Bid number : NPA 16-24/25
  - ☐ Closing date and time : 16 September 2025
  - ☐ The name and address of the bidder

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

- 6.3 Documents submitted on time by bidders shall not be returned.

## 7. LATE BIDS

- 7.1 Bids received late shall not be considered. A bid will be considered late if it arrives 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.
- 7.2 Bidders are therefore strongly advised to ensure that bids are dispatched, allowing enough time for any unforeseen events that may delay the delivery of bid.
- 7.3 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

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|--------------------------------------------------------------------------------------------------------------------|
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## 8. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

### From Pretoria City Centre

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

### N1 from North

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

### N1 from South (coming from Johannesburg)

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

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

## 9. ACCESS TO INFORMATION

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

## 10. REASONS FOR REJECTION

- 10.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 10.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:
  - 10.2.1 Have abused the SCM system of NPA;
  - 10.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
  - 10.2.3 Have failed to perform on any previous contract and the proof exists; such actions shall be communicated to the National Treasury.
- 10.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.
- 10.4 Bidders that fail to submit a bid proposal in terms of section 3
- 10.5 Bidders who receive information not available to other vendors through fraudulent means.

## 11. CANCELLATION OF BID PROCESS

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

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## SECTION 5

### EVALUATION AND SELECTION PROCESS

All bids received will be evaluated. The evaluation process comprises the following phases:

#### PHASE 1: SCREENING PROCESS (COMPLETENESS OF DOCUMENTATION)

During this phase bids will be reviewed to determine whether a bidder submitted compliance information, all standard bidding documents and whether such documents were signed by a duly authorised representative.

#### PHASE 2: FUNCTIONAL EVALUATION

Only bidders that have met the screening process will be qualified for functional evaluation. In this phase the evaluation will be based on the bidder's response in respect of the bid proposal (evaluated on the minimum functional terms of references). Prospective bidders who score a minimum qualifying score of 60 % or more on functionality will form part of the panel of approved service providers.

#### FUNCTIONAL EVALUATION

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

**The score for functionality evaluation process will be calculated as follows:**

| EVALUATION CRITERIA FOR CURATORS |                 |                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |        |
|----------------------------------|-----------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Item                             | Description     | Details                                                                 | Documents required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Weight |
| 1                                | Infra-structure | Submit record of support and infrastructure per province – Capacity     | Provide written summary, documentary proof from a third party which is not older than three (3) months (e.g. municipal account, telephone account) or a signed lease agreement which may be older than six (6) months, etc. to corroborate the physical address of the main office per province from where the bidder will operate.<br><i><u>NB: Lease agreements must be signed six (6) months prior to the advertisement date of the bid. If the Lease Agreement is less than six (6) months, then the previous lease agreement must also be submitted.</u></i> | 10.00  |
|                                  |                 |                                                                         | Indicate capacity/resources in undertaking the project. Inclusive of human resources, key partners to secure premises, look after movable or immovable property, etc.                                                                                                                                                                                                                                                                                                                                                                                             | 10.00  |
|                                  |                 | Submit record of the bidder's document service facilities per province. | Provide proof of the bidder's documents service facilities. A description of the document /record keeping systems sufficient to administer the preservation of assets. Full details of how well electronic as well as paper-based documents and confidential client information will be stored and maintained.                                                                                                                                                                                                                                                    | 15.00  |

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|--------------------------------------------------------------------------------------------------------------------|
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|   |                        |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |
|---|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 2 | Methodology            | Provide a proposal on the proposed methodology. The bidder must provide its proposed approach indicating how the services will be executed successfully. | <p>Provide a comprehensive proposal to demonstrate your capability to deal with the following property as an example:</p> <p>2.1 A bonded residential property with an estimated market value of R65mil</p> <p>2.2 Various luxury car including the latest Ferrari, Porsche, Rolls Royce and Bugatti's which were bought with cash.</p> <p>2.3 2025 Toyota Hilux Bakkie financed by a bank.</p> <p>2.4 A manufacturing plant which is a running concern (in business)</p> <p>2.5 A cattle farm with livestock</p> <p>2.6 R150mil in a savings account</p> <p>2.7 Shares in JSE listed company</p> <p>2.8 Funds in an offshore bank account e.g. London</p> <p>2.9 A thoroughbred racehorse</p> <p>2.10 A range of Patek Philipe, TAG Heuer and Breitling watches</p> <p>2.11 Expensive household goods including furniture and house-hold appliances</p> <p>2.12 Crypto currency e.g. Bitcoin</p> <p>2.13 Yacht, Private jets, etc.</p> <p>2.14 Property under the control of body corporate or held under sectional title scheme</p> | 30.00 |
| 3 | Knowledge & Experience | Track record and experience in Curator services                                                                                                          | <p>At least three (3) signed reference letters of previous clients where similar services required by this tender were offered, listing the services received, indicating client's satisfaction with the Curator's delivery of the services.</p> <p>0-2 reference letters = 0</p> <p>3-4 reference letters = 1</p> <p>5-6 reference letters = 2</p> <p>7-8 reference letters = 3</p> <p>9 reference letters = 4</p> <p>10 and more reference letters = 5</p> <p><b>NB:</b> Bidders who intend to submit a reference letter from the National Prosecuting Authority (NPA) should note that only reference letters issued by the Contract Management Unit of the NPA will be accepted.</p>                                                                                                                                                                                                                                                                                                                                              | 15.00 |
|   |                        |                                                                                                                                                          | <p>Each person who will act as a Curator must provide a comprehensive CV as per the provisions of the special conditions, section 3, par 31 pages 23.</p> <p>Between 0 – 2 years' experience = 0</p> <p>3 years' experience = 1</p> <p>More than 3 to 5 years' experience = 2</p> <p>More than 5 to 7 years' experience = 3</p> <p>More than 7 to 10 years' experience = 4</p> <p>More than 10 years' experience = 5</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 20.00 |
|   | TOTAL                  |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 100   |
|   | THRESHOLD              |                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 60%   |

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
| Description: Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |

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

Where:

Ps = points scored for functionality by bid under consideration

So = total score of bid under consideration

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

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

- i. The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the total score for each criterion.
- ii. 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 for functionality and **only** bidders that have met or exceeded the minimum

## CATEGORIES OF CURATORS

1. Successful bidders will be categorised per province in three categories namely:

- 1.1. High asset value and/or complex matters, or
- 1.2. Medium asset value and/or intermediate complexity, or
- 1.3. Low asset value and/or simple matters.

- 1A. For the purposes of this bid document, “complexity” shall bear its ordinary dictionary meaning, namely the state or quality of being intricate and complicated. The envisaged intricacy and complication must specifically relate to the examples outlined under the “Methodology” section in the functional evaluation.
2. In order to determine in which category a Curator must be placed, the bidders must indicate the category they consider themselves to be at in accordance with the three categories in one (1) above. A detailed motivation explaining the choice of category must include aspects mentioned in 2.1 – 2.3 hereunder. The NPA will check the correctness of the category only for bidders who have been found to meet all requirements and have met the threshold.
  - 2.1. The Bidder's (company) profile as per section 3 par 30.1.
  - 2.2. Proposed methodology as per section 3 par 30.3.
  - 2.3. Support and infrastructure per province as per section 3 par 30.2
3. In general, the NPA will endeavour to rotate Curators on the panel on a case by case basis in order to distribute cases fairly and to build capacity. The panel will be arranged alphabetically using the Curators surname.
4. Categorisation will only be used as a guideline. Curators categorised to deal with a certain category of cases may from time to time be requested to deal with cases in other categories, with due regard to AFU Policy 10/8/P-1/2023 Enforcement Related matters.

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
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5. Asset Value and Complexity Category Selection:

5.1. The bidders must indicate (marking with an x) the category they consider themselves to be at in accordance with the three categories in the table below:

|                                                                                                                                                                       |                                                                                                                                                                          |                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> High asset value and/or complex matters<br>(i.e. • Multi-faceted projects with multiple stakeholders<br>• Extensive contractual obligations) | <input type="checkbox"/> Medium asset value and/or intermediate complexity<br>(i.e. • Projects with several interdependent tasks<br>• Moderate contractual requirements) | <input type="checkbox"/> Low asset value and/or simple matters<br>(i.e. • Routine, single-task projects<br>• Straightforward contractual arrangements) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|

**Motivation:**

Provide a detailed motivation explaining the choice of category and must include the following aspects:

- 1.1. The Bidder's (company) profile as per section 3 par 30.1.
- 1.2. Proposed methodology as per section 3 par 30.3.
- 1.3. Support and infrastructure per province as per section 3 par 30.2

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
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## PRICE EVALUATION

1. There will be no price evaluation.
2. Curator fees are regulated in terms of the Regulation 2 (1) of the POCA Regulations. A Curator Bonis appointed in terms of POCA is entitled to the following fees:
  - 2.1 6% on income collected during the existence of the curatorship
  - 2.2 2% on the value of property, other than money, realised on completion of his or her curatorship;
  - 2.3 1% on the value of money realised on completion of his or her curatorship;
  - 2.4 2% on the value of property, other than money, subject to a restraint order where no confiscation order is made;
  - 2.5 1% on the value of money subject to a restraint order where no confiscation order is made;

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
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## SECTION 6

### **TERMS OF REFERENCE: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO RENDER CURATORSHIP SERVICES IN ASSET FORFEITURE MATTERS TO THE NPA.**

#### **1. PURPOSE**

- 1.1 The purpose of this bid is to appoint suitably qualified attorneys, advocates, accountants, auditors, legal or accounting firms and others in the related fields of commerce and law meeting the requirements to form part of a panel of Curators.

#### **2. SCOPE OF WORK**

Curators who qualify for appointment by the High Court who wish to be registered on the Panel of Curators should have the capacity and experience to exercise any powers as may be assigned to them by the Court. The Curator should inter alia:

- 2.1.1 Comply with the court order and any instructions given by the court as and when required.
- 2.1.2 Comply with NPA policies and directives.
- 2.1.3 Comply with the Prevention of Organised Crime Act, No. 121 of 1998 (POCA) and the Prevention of Organised Crime Regulations issued in terms of the Act.
- 2.1.4 Comply with the Administration of Estates Act 66 of 1965 in as far as applicable.
- 2.1.5 In terms of Section 32(2) of POCA, the Curator shall follow the Administration of Estates Act 66 of 1965 where POCA is silent.
- 2.1.6 Obtain letters of curatorship (Appointment letters) from the Master of High Court after he/she was appointed as such in a court order.
- 2.1.7 Account to the NPA as an interested party which is making recommendations to the Master as well as the Master of the High Court who is finally approving Curator accounts.
- 2.1.8 Obtain a bond of security for the value of property under his/her control as required by the Master for the duration of the curatorship.
- 2.1.9 Once a restraint or preservation order has been granted, the Curator is required to submit an interim report to the Master of the High Court and the Asset Forfeiture Unit within thirty (30) days or within such period as the Master of the High Court may allow. Included in the report there will be an inventory of property under the control of the Curator. Thereafter submit a quarterly status report of the property under the control of the Curator.
- 2.1.10 The Curator is obliged to ensure that he/she does not devalue the property by incurring unnecessary and unreasonable expenses which are personal to him/her such as expenses and disbursements which may be accruing to him/her. Such expenses would include travelling, accommodation, postages etc. especially when they are in high volume.
- 2.1.11 When a Curator is appointed by the High Court but fails to find security, the result is the Master would be prohibited from issuing a letter of curatorship, and such Curator shall not take care of /administer property. Acts carried out by such Curator are nullities.
- 2.1.12 When during the course of curatorship there is a movement (new property located or certain property released from the curatorship estate) in the value of the estate, the Curator shall accordingly revise the bond of security with the financial institution providing security. The Curator will account for the new bond of security value in his/her report to the Master.
- 2.1.13 Once all property of the estate has been administered, the bond of security must be reduced to zero, at which point the surety's obligations are likewise reduced to zero from the date confirmed by the Master.
- 2.1.14 As soon as a court order is made, in consultation with the representative of the NPA,
  - 2.1.14.1 determine the most cost-effective way of managing the property,
  - 2.1.14.2 determine compliance with the purpose of the curatorship,
  - 2.1.14.3 Determine any possible depreciation in its value.

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
| Description: Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |

- 2.1.15 in consultation with all parties, consider what the best way is to secure the equity of property which are subject to a credit agreement for instance whether it should be released to the credit provider, realised early, stored, etc.
- 2.1.16 Consider whether it is more advantageous to store movable property or release them to the defendant or respondent, subject to a suitable agreement to preserve the value of the property concerned.
- 2.1.17 Consider whether a business can be operated as a financially viable concern and if so, what the best strategy for its management would be. If not, the Curator should decide on the best way to maintain its value.
- 2.1.18 consider whether it will be more beneficial to sell fixed property;
- 2.1.19 consider whether a sale of property by private treaty or to an entity dealing in such property is not a more effective method of realising the property than a public auction,
- 2.1.20 Ensure reasonable valuation of all property.
- 2.1.21 Conduct investigations to locate property of the Defendant/respondent as well as affected gifts.
- 2.1.22 List all previously unidentified property that were identified;
- 2.1.23 Report on the status of each asset (i.e. has it been seized, stored or left with the defendant, its market and force sale value, etc.), as per the schedule of assets/ list of property (as listed in Annexure A of the court order) as well as property that were subsequently identified as required by court order.
- 2.1.24 Investigate and report any contravention in terms of section 75 of POCA to SAPS.
- 2.1.25 Provide reports required by the court and/or as and when requested by the NPA.
- 2.1.26 File a final Curator report and account upon completion of his/her curatorship in compliance with the rules and practises of the NPA and the relevant Master of the High Court.
- 2.1.27 Submit to the Master the NPA's memorandum that recommends the approval of the account by the Master.
- 2.1.28 Submit a Master's release letter as well as a zero-balance statement of the estate account to the NPA Enforcement Officer upon finalisation of his/her work.
- 2.1.29 To conduct asset verification and exercise duty of care over the property under his/her control.

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
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## SECTION 7

### SBD 6.1

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

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

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

### 1. GENERAL CONDITIONS

**1.1** The following preference point systems are applicable to invitations to tender:

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

### 1.2 To be completed by the organ of state

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

**1.3** Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

**1.5** Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

**1.6** The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
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- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

| 80/20                                                       | or | 90/10                                                       |
|-------------------------------------------------------------|----|-------------------------------------------------------------|
| $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ | or | $P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ |

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

| 80/20                                                       | or | 90/10                                                       |
|-------------------------------------------------------------|----|-------------------------------------------------------------|
| $P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$ | or | $P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$ |

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
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unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender                 | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Enterprises with ownership of 51% or more by person/s who are black persons |                                                                                      | 10                                                                                   |                                                                              |                                                                              |
| Enterprises with ownership of 51% or more by person/s who are women         |                                                                                      | 05                                                                                   |                                                                              |                                                                              |
| Enterprises with ownership of 51% or more by person/s who are youth         |                                                                                      | 03                                                                                   |                                                                              |                                                                              |
| Enterprises with ownership of 51% or more by person/s with disability       |                                                                                      | 02                                                                                   |                                                                              |                                                                              |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

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

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
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- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
| Description: Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |

## SECTION 8

## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest <sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:

.....

.....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
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2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

I, the undersigned, (name) ..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium <sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
 PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING  
 ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO  
 BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
| Description: Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |

## SECTION 9

### Confirmation

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

### Declaration

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

Signature of bidder: .....

Date: .....

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

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

### Domicilium

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 16-24/25                                                                                                            |
| Prepared by Supply chain Management Unit                                                                                        |
| Description: Description: Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |

## SECTION 10

### BIDDER'S EXPERIENCE

NAME OF BIDDER: .....

BID NO.: NPA 16-24/25

**[Note to the Bidder:** *The bidder must complete the information set out below in response to the requirements stated in section 3, paragraph 31.4. of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.*]

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

| 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 |
|---------------------------------------------------|---------------------|-----------------|--------------------------------------|--------------------------------------------------------------------------|
| e.g. ABC Trading                                  | e.g. ....           | e.g. R300 00.00 | e.g.1 March 2020 – 31 March 2021     | e.g. ....                                                                |
|                                                   |                     |                 |                                      |                                                                          |
|                                                   |                     |                 |                                      |                                                                          |
|                                                   |                     |                 |                                      |                                                                          |
|                                                   |                     |                 |                                      |                                                                          |

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

|                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                                            |
| Prepared by Supply chain Management Unit                                                                                        |
| Description: Description: Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |

## SECTION 11

NB: Persons who are nominated to act as Curators are required to complete in full the Annexure A-Declaration of good standing. Any answer to the questions that renders the candidate unsuitable will lead to a disqualification of the candidate.

## ANNEXURE A

| DECLARATION OF GOOD STANDING         |                                                                                                                                                                       |               |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| I, (full name and Surname): _____    |                                                                                                                                                                       |               |
| Date of Birth: _____                 |                                                                                                                                                                       |               |
| Identity number: _____               |                                                                                                                                                                       |               |
| hereby swear / solemnly declare that |                                                                                                                                                                       |               |
|                                      |                                                                                                                                                                       | <b>Answer</b> |
| 1                                    | I am not insolvent and have never been declared insolvent (Yes/No)                                                                                                    |               |
| 2                                    | I am a citizen of the Republic of South Africa (Yes/No)                                                                                                               |               |
| 3                                    | I have not been convicted of a crime in the past 10 years (Yes/No)                                                                                                    |               |
| 4                                    | I will not collude with any party affected by a POCA court order to grant any benefit not provided by law (Yes/No)                                                    |               |
| 5                                    | I will not act in cases where there is a conflict of interest (Yes/No)                                                                                                |               |
| 6                                    | I have not been removed from a position of trust by the Court on account of misconduct (Yes/No)                                                                       |               |
| 7                                    | I will not offer or agree to abstain from investigating any affairs connected or subject to the POCA order (Yes/No)                                                   |               |
| 8                                    | I will act with circumspection, due skill, care and diligence; and treat all parties honestly and fairly, especially in a situation of conflicting interests (Yes/No) |               |
| 9                                    | I will comply with all applicable statutory or common law requirements (Yes/No)                                                                                       |               |

Signature: .....

(Must be signed in the presence of a Justice of the Peace, Magistrate or Commissioner of Oaths)

Date:.....

Place: .....

(PTO)

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

|                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------|
| Bid No: NPA 16-24/25                                                                                               |
| Prepared by Supply Chain Management Unit                                                                           |
| Description: Panel of service providers to render curatorship services to the NPA for a period of three (3) years. |

1 I certify that prior to my administering the prescribed oath / affirmation, I put the following questions to the deponent and wrote down his / her answers thereto in his / her presence:

|                                                                                         | Answer |
|-----------------------------------------------------------------------------------------|--------|
| Do you know and understand the contents of the above statement? (Yes/No)                |        |
| Do you have any objection to taking the prescribed oath / affirmation? (Yes/No)         |        |
| Do you regard the prescribed oath / affirmation as binding on your conscience? (Yes/No) |        |

2 I certify that the deponent acknowledges that he / she knows and understands the contents of this statement, which was sworn to / affirmed and signed by the deponent in my presence. (Yes/No)

Signed: \_\_\_\_\_

Justice of the Peace / Magistrate / Commissioner of Oaths

Full first names and surname: \_\_\_\_\_

Designation / Rank: \_\_\_\_\_

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