



# government printing

Department:  
Government Printing Works  
REPUBLIC OF SOUTH AFRICA

<b>DEPARTMENT</b>	GOVERNMENT PRINTING WORKS
<b>TENDER DESCRIPTION</b>	APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF ENTERPRISE FIREWALL SOLUTION FOR A PERIOD OF THREE (3) YEARS
<b>TENDER NUMBER</b>	GPW-2023/24-03

<b>BRIEFING SESSION</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<b>SESSION COMPULSORY</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<b>BRIEFING</b>	<b>VENUE</b>	83 Visagie Street, Pretoria		<b>TIME</b>	10H00
	<b>DATE</b>	17 January 2024			

<b>CLOSING DATE</b>	<b>31 JANUARY 2024</b>
<b>CLOSING TIME</b>	<b>11H00</b>
<b>VALIDITY PERIOD</b>	<b>90 DAYS</b>

## Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



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## REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE

### ***PLEASE NOTE:***

**SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER \_\_\_\_\_**

**Registered Suppliers to ensure that all details completed below are CURRENT**

MANDATORY SUPPLIER DETAILS	
<b>CSD Supplier number</b>	
<b>Company name (Legal &amp; Trade as)</b>	
<b>Company registration No</b>	
<b>Tax Number</b>	
<b>VAT number (If applicable)</b>	
<b>Street Address</b>	<b>Postal Address</b>
CONTACT DETAILS	
<b>Contact Person</b>	
<b>e-mail address</b>	
<b>Telephone Number</b>	
<b>Cell Number</b>	

*NB: Bidders are requested to include their CSD reports in their submission of the tender documents.*

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT**

Name(s):

Signature(s):

Date:



## IT IS A CONDITION OF BIDDING THAT –

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 1.5 Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply printed Tax Clearance Certificate**
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.



## **THE GOVERNMENT PRINTING WORKS**

### **REPUBLIC OF SOUTH AFRICA**

#### **INVITATION TO TENDER**

**APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF ENTERPRISE FIREWALL SOLUTION FOR A PERIOD OF THREE (3) YEARS**

**Tender number: GPW-2023/24-03**

**CLOSING DATE: 31 JANUARY 2024**

**CLOSING TIME: 11H00**

**COMPULSORY BRIEFING SESSION DATE: 17 JANUARY 2024 @ 10H00**

#### **NOTE TO SUPPLIERS:**

**PLEASE CAREFULLY READ THIS DOCUMENT, COMPLETE WHERE REQUIRED, INITIAL EACH PAGE AND SIGN IN FULL AT THE END**

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## SECTION A

### 1. INTERPRETATION

- 1.1 Reference to any gender implies also all other genders;
- 1.2 Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:
- 1.2.1 **“Business Days”** shall mean any day other than a Saturday, Sunday or public holiday in South Africa;
- 1.2.2 **“Closing Date”** shall mean **31 January 2024** not later than 11h00;
- 1.2.3 **“Conditions of Tender”** shall mean the conditions of tender set out in clause 11;
- 1.2.4 **“Constitution”** shall mean the Constitution of the Republic of South Africa, 1996;
- 1.2.5 **“Definitive Agreement”** shall mean the supply and services agreement to be concluded between GPW and the Successful Respondent substantially on the terms contained.
- 1.2.6 **“GPW” or “Government Printing Works”** shall mean the Government Printing Works, a component of the South African government established under section 7A of the Public Services Act, 1994;
- 1.2.7 **“Highest acceptable tender”** shall mean A tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

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**1.2.8 “Historically Disadvantaged Individual (HDI)” shall mean:**

A South African citizen:

- i. Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act 200 of 1993) (the Interim Constitution”); and/or
- ii. Who is female; and/
- iii. Who has a disability.

**1.2.9 “Lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders

**1.2.10 “PAJA”** shall mean the Promotion of Administrative Justice Act, 2000 together with the regulations promulgated under this Act;

**1.2.11 “PFMA”** shall mean the Public Finance Management Act, 1999 together with the regulations promulgated under this Act for 2017;

**1.2.12 “POPI ACT”** shall mean Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder.

**1.2.13 “Premises”** shall mean GPW’s facilities where business operations are conducted - 83 Visagie Street, Pretoria, South Africa. Once service provider is appointed, they will visit 83 Visagie Street, Pretoria in order to entrench and execute the project’s roll-out.

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- 1.2.10 **"Procurement Act"** shall mean the Preferential Procurement Policy Framework Act, 2000 together with the regulations promulgated under this Act for 2022;
- 1.2.11 **"Procurement Laws"** shall mean all the relevant procurement laws in the Republic of South Africa including, but not limited to, the Constitution, the PFMA, PAJA, the Preferential Procurement Policy Framework Act of 2000, practice notes and all other relevant laws and policies;
- 1.2.12 **"RFT"** or **"RFT Document(s)"** shall mean this request for tender and the Returnable Documents;
- 1.2.13 **"Returnable Documents"** shall mean the following documents:
- 1.2.13.1 Completed price schedule of this RFT;
- 1.2.13.2 JV/Consortium agreement (if applicable);
- 1.2.13.3 duly completed and signed Annexure SBD 1 – Invitation to Bid;
- 1.2.13.4 duly completed and signed Annexure SBD 4 –Suppliers' Disclosure;
- 1.2.13.5 duly completed and signed Annexure SBD 6.1 – Preference Point Claim Form;
- 1.2.13.6 General Conditions of Contract
- 1.2.13.7 Consent Form – Form IV
- 1.2.14 **"Respondent"** shall mean the person submitting a Tender (i.e. the Tenderer) in response to this RFT;
- 1.2.15 **"Specific goals"** shall mean Specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged

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by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No.16085 dated 23 November 1994;

1.2.16 **“Successful Respondent”** shall mean the Respondent to whom the Definitive Agreement is awarded through the process contemplated in this RFT;

1.2.17 **“Tender”** shall mean a written offer on the tender documents prescribed by the Accounting Authority response to an invitation to tender;

## 2. INTRODUCTION AND GPW REQUIREMENTS

2.1 The Government Printing Works (GPW) is a government component reporting to the Minister of Home Affairs; with oversight by the Parliamentary Portfolio Committee on Home Affairs. It specialises in the printing and development of security media, including ballot papers, voter rolls, passports, visa, birth certificates, educational certificates, and Smart identity documents (ID) cards, examination materials, and a wide range of other high-security printed media. GPW operates as a self-funded business within the regulated parameters of the Department of Home Affairs.

2.2 GPW has over 130 years of security printing experience and is currently Africa's leading security printing specialist, with a high-tech production facility that boasts modern and world-class equipment. Security documents are documents containing embedded security features to protect the document against criminal attack, and GPW has adhered to the overall goal of security printing, which is to prevent forgery, counterfeiting and tampering that could lead to fraud and identity theft.

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2.3 GPW is registered with the following organisations as a security printer:

2.3.1 the International Government Printers Forum; and

2.3.2 Print SA

2.4 GPW is also recognised by a number of international security document management organisation, including ICAO.

2.5 Background

2.5.1 The Government Printing Works has four strategic branches with organisational information. These branches are:

2.5.1.1 Operations Management

2.5.1.2 Manufacturing and Engineering

2.5.1.3 Financial Services and

2.5.1.4 Corporate Services

### **3. TENDER DOCUMENTATION**

3.1 This document compact contains the following:

3.1.1 RFT document consisting of pricing schedule;

3.1.2 SBD documents consists of the following Annexures (i) Annexure SBD 1 (invitation to bid); (ii) Annexure SBD 4 (Suppliers Disclosure), (iii) Annexure SBD 6.1 (preference point claim form) and (iv) General Conditions of Contract.

3.2 The Respondent shall check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent and meaning of any description,  
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or this document contains any obvious errors, the Respondent shall notify the contact person immediately for rectification. No responsibility or liability whatsoever will be admitted in respect of errors in any tender due to the above-mentioned causes.

#### **4. TENDER SPECIFICATION**

##### **4.1 PURPOSE OF THE BID**

4.1.1 The purpose of the tender is to appoint a service provider to supply, deliver, implement (installation and configuration) and support a New Enterprise Firewall Solution which includes the migration of rules for all GPW locations. This solution is to replace the currently utilized firewall solution consisting of 13 firewalls across the organization including branches. The current firewall solution has limitations that the organization intends to address with the procurement and implementation of the New Enterprise Firewall Solution. Each office of GPW will be provided with a firewall to provide perimeter and network security including the provisioning of maintenance thereof for a period of three (3) years.

4.1.2 The Enterprise Firewall Solution must have the following capabilities:

Easy Management - SSL Inspection - Network IPS – High Performance  
Threat Protection - Application ID Capability - Device ID Capability - User ID  
Capability - VPN or Remote Accessibility - Event Logging and Reporting -  
Sandboxing Capabilities e.g. Inline - Credential Theft - High Availability - Load  
Balancing Web Application Firewalling - Custom box Firewall Reporting -  
Secure SD-WAN - LAN Edge - Wireless WAN - Automated Workflows and  
Network Convergence - No performance deterioration when firewall features  
are enabled.

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**5. OBJECTIVE OF THE BID**

- 5.1 To protect and safeguard GPW environment against any form of malicious activities by threat actors.
- 5.2 To enhance security resilience, performance and central management in terms of security reliability and protective confidence.

**6. EXTENT OF SERVICES**

- 6.1 To supply, deliver, and installation of Fifteen (15) Enterprise Firewalls appliances at GPW (x4 Internal, x2 External, x5 Regions, x2 DR, 2x additional Domain). One (1) Central Management Device, one (1) Central reporting and logging device (audit trail purposes).
- 6.2 Support and maintenance of the firewalls for the duration of the contract.
- 6.3 To Design the Architecture of the Firewall Solution, Implementation, Build Custom Rules, Migrate Current Rules, Create alerts required by GPW, Training and Knowledge transfer to GPW staff.
- 6.4 Network Intrusion Prevention with Machine Learning included in the solution, Advanced Web Filtering with Machine Learning included in the solution, two (2) Load Balancing Web Application Firewall Appliances and Security Event Logging and a Reporting solution.
- 6.5 Define and update processes, policies, standards and procedures for network security and firewall management.
- 6.7 Provide support services (7day a week, 24 hour a day and 365 days)
- 6.8 The Supplier will be required to provide professional services which will entail the following:
  - Perform the installation, configuration and deployment of the solution.
  - Assist in developing roadmap architecture in relation to expansion requirements or upgrades in so far as arising user requirements.
  - Assist in re-configuration of the enterprise firewall solution where required.

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**7. TECHNICAL SPECIFICATION OF THE BID**

GPW is to adopt a multi-layered, in-depth defence security strategy to minimize the possibility of various threats exploits and to optimize in security solutions.

GPW wants to acquire Enterprise Firewall Solution with the following capabilities:

- Easy Management	- SSL Inspection
- Network IPS	- High Performance Threat Protection
- Application ID Capability	- Device ID Capability
- User ID Capability	- VPN or Remote Accessibility
- Event Logging and Reporting	- Sandboxing Capabilities e.g. Inline
- Credential Theft	- High Availability
- Load Balancing	- Web Application Firewalling
- Custom box Firewall Reporting	- Secure SD-WAN
- LAN Edge	- Wireless WAN
- Automated Workflows and Network Convergence	- No performance deterioration when firewall features are enabled

**7.1 The technical specification of the Enterprise Firewall Solution:**

*See section 15.1 “Stage 1C: Functionality / Technical Evaluation” criteria 6*

Solution	Description	Yes	No
<b>Technical Requirements</b>			
	Enterprise Solution capabilities all security subscriptions enabled (Threat Intelligence & Prevention, Web Security (URL, DNS filtering)).	Yes	No
	Device Security (IPS, OT, Zero-day )Content Security (AV, Inline Sandbox, Malware)	Yes	No
	Identify applications, across all ports, encryption protocol (SSL or SSH).	Yes	No
	The application identity becomes the basis for all security policies	Yes	No
	Identify users, not IP addresses, group information from enterprise directories for visibility, policy creation, reporting and forensic investigation – in all user location.	Yes	No
<b>Network Capabilities</b>			
	Protection and Detection of device ID and URL filtering device.	Yes	No
	The solution should allow for BYOD security including sandboxing and document encryption.	Yes	No
	The solution must be flexible for deploying at L2 and L3 modes for VLANs. It must support dynamic routing capabilities.	Yes	No
	It must provide a graphical view of real-time bandwidth monitoring for: session	Yes	No

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Solution	Description	Yes	No
	consumption at the application and user level within the QoS class.		
	It must allow for the interface to be mapped at the security zones for defines security policy purpose	Yes	No
	It must provide full application visibility, control, inspection, and logging for applications using IPv4, IPv6.	Yes	No
	It must use the application, not the port, as the basis for all policy decisions, allow, deny, schedule, inspect and apply traffic-shaping.	Yes	No
	It must support QoS marking and reclassification based on source/destination IP, port, protocol and application.	Yes	No
	It must provide support for access control for predefined services, protocols and connections.	Yes	No
	It must easily integrate firewall policies with 802.1x wired, wireless, proxies, network access control and any other source of user identity information.	Yes	No
	It must inspect all traffic to automatically block known vulnerabilities, malware, vulnerability exploits, spyware, and command and control (C2) and custom intrusion prevention system (IPS) signatures.	Yes	No
	It must protect against unknown file-based threats, automatically delivering protections in real time or less for most new threats across networks, endpoints and clouds.	Yes	No
	It must deliver the same throughput and performance with application control active.	Yes	No
	It must be able to manage encrypted and authenticated traffic with PKI certificates.	Yes	No
	The solution must support HTTP, HTTPS proxy, DHCP as well as transparent or bridge mode.	Yes	No
	It must prevent evasive users and applications from bypassing security functions, all product functions for IPS, Threat Prevention, and Antivirus shall not require specific software port and protocol combinations for detection, mitigation or enforcement.	Yes	No
	It should include a Zero-day threat prevention system that validates executable files and urls passing through the firewall and provides automatic cloud-based behavioural threat analysis of known executables and automatic signature creation to block delivery for executable files that are deemed dangerous by the analysis system.	Yes	No

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Solution	Description	Yes	No
	The solution must have the ability to work with standards based protocols: VoIP compliant, Support for AAA protocol, Multi-Cast Compliant, IPv4 and IPv6 Compliant, H323 Compliant, H225 Complaint and provide High Availability.	Yes	No
<b>Application Control</b>			
	The solution must use the application, not the port, as the basis for all policy decisions: allow, deny, schedule, inspect and apply traffic-shaping.	Yes	No
	The firewall application control policy must use application usage control policies that can be enforced using combination of the following parameters: Allow or deny, Allow but scan, Allow based on schedule, Decrypt and inspect, Apply traffic shaping, Allow for certain users or groups, Allow certain application functions and any combination.	Yes	No
	The enforcement model policy must have the ability of blocking bad applications, protecting the business applications and promoting the secure use of end-user applications.	Yes	No
	It must categorize unidentified applications for policy control, threats forensics, or App-ID technology.	Yes	No
	It must support the ability to enforce Multi-Factor Authentication to internal applications.	Yes	No
	It must provide full visibility into the details of all TLS-encrypted connections and stop threats hidden in encrypted traffic, including traffic that uses TLS 1.3 and HTTP/2 protocols.	Yes	No
	The solution must process all data for all active services as a single stream to minimize delay and jitter in order to ensure optimal performance for delay and jitter-sensitive applications, such as VoIP, High definition video, and future real-time sensitive applications.	Yes	No
	The solution should be able to identify the application, regardless of port, SSL/SSH encryption or evasive technique employed, to prevent evasive tactics used by modern hackers and malware.	Yes	No
	The solution must seamlessly integrate with Microsoft Active Directory / Azure Active Directory.	Yes	No
	It must have the ability to create granular security policy definitions per user and groups to identify, block or limit usage of web applications and widgets like instant	Yes	No

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Solution	Description	Yes	No
	messaging, social networking, and video streaming, VoIP etc.		
	The solution must provide application function control to identify, allow, block, or limit usage of application and features.	Yes	No
	It must detect and block known and unknown threats over DNS while predictive analytics disrupt attacks using DNS for C2 or data theft.	Yes	No
	It must prevent access to malicious sites and protects users against web-based threats.	Yes	No
	It must enable safe internet use while protecting against threats and malware. Scan for viruses and malware in allowed collaborative applications.	Yes	No
	The solution must have the ability to create detailed policies that are based on characteristics such as user identity, user role and specific aspects of a web application. It must be advanced user and application controls such as ability to expand user groups, domain names as well as detailed user and application usage information in reports, logs and statistics.	Yes	No
	It must reduce administrative costs, overhead, and human error the solution must simplify management by having a single tab for configuration policy for all running features, including application, users and content id's.	Yes	No
	It must be able to use all three identification methods in a single policy, to accept or deny traffic, packet shape, QoS and policy route traffic.	Yes	No
<b>Threat Prevention</b>			
	The solution threat prevention mechanism must update worldwide and have the ability to handle zero-day attacks threat prevention application including IPS, Application Control, URL filtering, DNS security, DLP, IOT and Anti-Virus.	Yes	No
	The solution must have built in IOT control along with device context in a policy.	Yes	No
	The solution must be able to provide machine learning algorithms for advanced protections directly with no external connections needed.	Yes	No
	It must support the ability to identify Domain Generating Algorithms to protect against data exfiltration	Yes	No
	It must have direct enforcement, C2 prevention and vulnerability management and protection.	Yes	No

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Solution	Description	Yes	No
	The advanced malware analysis solution must have MacOS and Linux executables scanning by default.	Yes	No
	The solution must support credential theft and allow for: Blocks known bad phishing sites, Blocks user logins attempts from suspicious regions, Blocks credential reuse for non-corporate assets, Insert Multi-Factor Authentication mid-stream when anomalous activity detected	Yes	No
	The solution must specify the type of incident management including accelerated forensics or incident investigation with a centralized, correlated view across all of the logs for traffic, threats, URLs, and application related to an individual session.	Yes	No
	The solution must provide the ability to increase security with automatic sharing of new attack information with other gateways in means of signature updates etc.	Yes	No
	It must be able to intercept, decrypt and re-encrypt SSL/TLS and VPN traffic with low performance degradation.	Yes	No
	It must be able to decrypt incoming and outbound SSL traffic.	Yes	No
	It must have intrusion prevention features that can block both known and unknown network and application layer vulnerability exploits.	Yes	No
	Protect against a wide range of malware including viruses, (both HTML and JavaScript), Spyware, Trojans and have an inline AV and ML protection engine that can detect and block viruses by scanning and inspection traffic, and the ability to send files in real-time to a sandbox, protect against zero-day attacks before static signature protections have been created providing integrated malware protection.	Yes	No
	It must have an integrated Botnet and Anti-virus application support to stop and report abnormal network traffic behaviour.	Yes	No
	It must have a central Botnet event correlation and reporting console to monitor scanned bots actions.	Yes	No
	It must integrate with cloud based sandboxing platform for detection of Zero-day attacks and deploy consistent policies to local and remote running on Windows, MacOS, Linux, Android or Apple IOS platforms.	Yes	No
<b>Centralized Management and Reporting</b>			

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Solution	Description	Yes	No
	Access to reporting must enable analysis of security incidents, application usage and traffic patterns as follows: Custom reports, allow for creation of custom reports, pulling data from any of the log databases or modify one of the predefined reports.	Yes	No
	Report grouping: Multiple reports can be grouped together with a customized title page that is combined into a PDF and sent via email on specified schedule.	Yes	No
	The solution central management platform must support up to 20kb logs.	Yes	No
	User activity report: Individual user activity report must show application used, URL categories visited, Web sites visited and a detailed report of all URLs visited over a specified period of time.	Yes	No
	Report exporting: Export any of the predefined or custom reports to either CSV or PDF.	Yes	No
	Summary report: A custom summary report can be pulled and shared via email	Yes	No
	The management console look and feel must be the same as the firewall.	Yes	No
<b>VPN and Remote Access</b>			
	The standard based site-to-site VPN connectivity must be combined with application visibility and control enabled protected communication between two or more devices or another vendors IPsec VPN device.	Yes	No
	It must be able to acquire user identities from: LDAP, Captive Portal, VPN, NACs, Syslog, Terminal Services, XFF Headers, Server Monitoring and client probing.	Yes	No
	SSL VPN must provide secure network access for remote users and extend policy-based visibility and control over applications, users and content to those users.	Yes	No
	The solution SSL VPN must achieve the highest security of data streams to achieve confidentiality.	Yes	No
	It must provide SSL VPN client for protecting users and GPW assets when users roam off of the protected organization network.	Yes	No
<b>External Firewall Hardware Requirements</b>			
	The proposed system must be able to have minimum of: Interfaces such as 1G/2.5G/5G/10G , 1G/10G SFP/SFP, 25G SFP	Yes	No

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Solution	Description	Yes	No
	Management Interfaces 100/1000 out-of-band management port	Yes	No
	100/1000 high availability, 10G SFP+ high availability	Yes	No
	RJ-45 console port, Micro USB	Yes	No
	480 GB SSD Storage capacity	Yes	No
	Redundant Power Supplies	Yes	No
<b>Internal Firewall Hardware Requirements</b>			
	The proposed system must be able to have minimum of: Interfaces such as 1G/2.5G/5G/10G , 1G/10G SFP/SFP, 25G SFP28, 40G/100G QSFP+/QSFP28	Yes	No
	Management Interfaces	Yes	No
	1G SFP out-of-band management port	Yes	No
	1G SFP high availability, 40G QSFP+ high availability	Yes	No
	RJ-45 console port, Micro USB	Yes	No
	480 GB SSD Storage capacity	Yes	No
	Redundant Power Supplies	Yes	No
<b>Operating system and Management Access</b>			
	The solution must support both management plane and data plane with visibility in a dashboard to clearly understand usage and metrics.	Yes	No
	The solution must support protocols for management traffic such as: Ping, Telnet, HTTP, HTTPS, and SNMP etc.	Yes	No
	It must have services that permits for management traffic.	Yes	No
	Response pages, Captive portal, URL admin override, User-ID etc.	Yes	No
<b>Visibility and Monitoring</b>			
	The proposed solution must provide robust visibility GUI panels and dashboards that show network activity, threat activity, blocked activity, tunnel activity, SSL activity etc.	Yes	No
<b>High Availability</b>			
	The solution must support the following : Active Active and Active Passive	Yes	No
	It must support HA links and Backup links including: Control links, Data links, Backup links etc.	Yes	No
<b>Load Balancer</b>			
	Integrated Application Protection	Yes	No
	Comprehensive application protection via embedded WAF, BOT management, Threat intelligence and API protection capabilities to ensure application availability.	Yes	No

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Solution	Description	Yes	No
	Single, comprehensive solution to manage application traffic, ensure continuous service in and across cloud and data center locations and secure your applications, API's data.	Yes	No
	The solution application delivery controller (ADC) needs to deliver on applications SLA.	Yes	No
	Real time visibility and actionable insights for proactive management of application availability and security issues.	Yes	No
	Simplify application delivery planning and deployment via a single global elastic license that enables ADC services to be allocated across any environment	Yes	No
<b>External Firewall</b>			
	The proposed solution must support at least 10gbps of firewall throughput for HTTP transactions	Yes	No
	It must support minimum of 6Gbps of IPsec VPN throughput	Yes	No
	It must support minimum of 3,000,000 sessions	Yes	No
	It must support 2.5Gbps and 5Gbps Ethernet ports	Yes	No
<b>Internal Firewall</b>			
	The proposed solution must support at least 38Gbps of firewall throughput for HTTP transactions	Yes	No
	It must support a minimum of 20Gbps of IPsec VPN throughput	Yes	No
	It must support minimum of 3,000,000 sessions	Yes	No
	It must support 2.5Gbps and 5Gbps Ethernet ports	Yes	No

## 7.2 INSTRUCTIONS OF THE BID

7.2.1 The unit must operate with South African Electrical Standard requirements.

7.2.2 Provide a valid Certificate of Compliance (COC) after installation, testing and commissioning.

7.2.3 The successful Supplier must be able to supply, deliver, commission and test the required Enterprise Firewall Solution within six (6) weeks from the commencement date of the contract unless otherwise arrangements are made and agreed to by the appointed Supplier and GPW.

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7.2.4 The successful Supplier will be required to provide operational manual, training and skills transfer to 10 staff after the installation of the Enterprise Firewall Solution.

7.2.5 The successful Supplier must be able to provide support and maintenance of the firewalls for the duration of the contract.

## **8. TECHNICAL REQUIREMENTS OF THE BID**

The following technical requirements shall be applicable to all Suppliers:

- 8.1 The Supplier must demonstrate company experience in Design and Architecture Firewall Solution Implementation, Build Custom Rules, Migrate Current Rules, Create alerts required by GPW, Training and knowledge transfer to GPW staff.
- 8.2 The Supplier will enter into the Service Level Agreement (SLA) with GPW.
- 8.3 The Supplier must provide list of similar projects completed and contact details
- 8.4 The Supplier must provide at least 3 reference signed letters of confirmation from each where these services have been rendered.
- 8.5 The Supplier must describe in detail the functionality of the Enterprise Firewall Solution.
- 8.6 The Supplier must provide a detailed project plan. The methodology should cover the following areas:
  - 8.6.1 Implementation Approach
  - 8.6.2 Project Management
  - 8.6.3 Training Approach;
  - 8.6.4 Change Management & Training
  - 8.6.5 Listing of Risks and control measures
- 8.7 The Supplier must attach profiles / CV of resources to be involved in the project implementation, OEM Certified Engineer certification, 6+ Years in Enterprise Firewall Solution Implementation, OEM Certified Professional certification 6+ Years in Enterprise Firewall Solution Implementation OEM technical certification for the technical resources.

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**9. PRICING SCHEDULE**

The Supplier must submit the bid pricing in line with the pricing schedule (Annexure B) attached together with the bid documents. The price of bid should take cognisance of the fact that the bid is for supply, delivery, installation, support and maintenance Enterprise Firewall Solution for period of three years.

**10. ADDITIONAL INFORMATION AND ENQUIRIES**

- a. To enable the Supplier to attain a reasonable degree of understanding of GPW's requirements under this RFT, Supplier may submit written questions via e-mail to the contact person as indicated per in paragraph 13 of this RFT document, until close of business on **29 January 2024** GPW will, in its reasonable discretion, endeavour to answer in writing before 16h00 on **30 January 2024**. All questions received by GPW and their corresponding answers will be shared with all respondents (without disclosing the identity of the Tenderer who asked the question). Note that the tender will be advertised for not less than a minimum period of 21 days.

**b. Compulsory Tender Briefing Session**

**Date: 17 January 2024**

**Time: 10H00**

**Venue: 83 Visagie Boardroom**

**First Floor**

**11. TENDER SUBMISSION**

- a. Respondents are requested to sign RFT Document where appropriate.
- b. Tender Documents must be submitted:
- i. in a hard copy no later than the Closing Date; and

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ii. deliver Returnable Documents to:

TENDER BOX	HAND DELIVERY
The tender box is situated:  Adjacent to the main entrance, 149 Bosman Street, PRETORIA Republic of South Africa	Ms N Kekana Government Printing Works Supply Chain Management Section Room 17 149 Bosman Street PRETORIA Republic of South Africa

- c. All Returnable Documents must be returned, duly completed and signed, where required, as part of the Tender Submission.
- d. The documentation must be completed in black ink and only hard copies of the completed RFT must be submitted. Please note that no e-mail submissions will be accepted.
- e. No late Tender Submission will be accepted regardless of how late it is.

## 12. JOINT VENTURES/CONSORTIUMS

- a. Joint Venture is allowed.

If contemplating a JV or consortium, Tenderers should submit a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party (including letter of appointment for the lead company). The agreement should also state in very clear terms that the parties will be jointly and severally liable to GPW, despite the split of business and associated responsibilities."

## 13. COMMUNICATION

- a. All communication between the Respondents and GPW before the Closing Date must be made to the following GPW officials:

<u>Bidding procedures</u> Ms. N Kekana e-Mail address: <a href="mailto:Noko.Kekana@gpw.gov.za">Noko.Kekana@gpw.gov.za</a>	<u>Technical matters</u> Ms. Queen Raphalalani e-Mail address: <a href="mailto:Queen.Raphalalani@gpw.gov.za">Queen.Raphalalani@gpw.gov.za</a> Mr. Zwelibanzi Gwiba
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	e-Mail address: <a href="mailto:Zwelibanzi.Gwiba@gpw.gov.za">Zwelibanzi.Gwiba@gpw.gov.za</a>
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- b. A Tender Submission will be disqualified should any attempt be made by the submitting Respondent either directly or indirectly to canvass any officer or employee of GPW in respect of this RFT between the Closing Date and the date of the award of the contract.

#### 14. SERVICE LEVEL AGREEMENT

- a. Successful Respondents will be required to enter into a signed Service Level Agreement with GPW for the period of 36 months.
- b. Any appointment made by GPW pursuant to this RFT will be subject to execution of the Service Level Agreement whether or not this is specifically mentioned in any appointment letter issued by GPW.
- c. Any appointment will be formalized through the signing of the Service Level Agreement.
- d. The Service Level Agreement will contain the usual terms found in these types of agreements but substantially in line with the general conditions of contract, 2010 ("GCC").
- e. All Successful Respondents shall be in full and complete compliance with any and all applicable laws and regulations.

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## 15. TENDER EVALUATION

GPW will utilise the methodology and criteria, as defined per Table 15.1 below, in selecting the successful Tenderer.

Table 15.1 Methodology and criteria

STAGE 1A Mandatory Compliance	STAGE 1B Administrative Compliance	STAGE 1C Functionality	STAGE 2 Price and preference (Specific Goals)
			

The evaluation of bids will be done in terms of the PFMA, the GPW Supply Chain Policy and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The first stage will be the evaluation of bids on **Mandatory Compliance, Administrative Compliance and Functionality Evaluation**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold of 70 points on **Functionality**, will not be considered for the second stage in terms of the **Price and Preference (specific goals)**.

Bids will be evaluated in two stages as listed below:

- **Stage 1A: Mandatory Compliance**
- **Stage 1B: Administrative Compliance**
- **Stage 1C: Functionality Evaluation**

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- **Stage 2: Price and Preference (Specific goals)**

Supplier should note that the 80/20 Preference Point System will apply for this tender evaluation. Therefore, the following criteria will apply:

- **Price = 80 points**
- **Specific goals = 20points**

#### **15.1 Stage 1A: Mandatory Compliance**

**Supplier who do not comply with the mandatory requirements will be disqualified from further evaluation.**

15.1.1 Where applicable, a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party. If contemplating a JV or consortium, Tenderers should submit a signed JV or consortium agreement between the parties clearly stating the percentage split of business and the associated responsibilities of each party (including letter of appointment for the lead company). The agreement should also state in very clear terms that the parties will be jointly and severally liable to GPW, despite the split of business and associated responsibilities

15.1.2 Duly signed and completed price schedule supplied with tender document. On the pricing schedule (Annexure B) where there is no price to be charged, indicate that by way of showing as 0,00. Failure to do so, the pricing schedule will be considered as incomplete.

15.1.3 Compulsory Briefing Session Certificate

#### **15.2 Stage 1B: Administrative Compliance**

**Supplier are required to fully complete, sign and submit all Standard Bidding Documents (SBDs).**

- SBD 1 - Invitation to bid
- Duly completed and signed SBD 4 Supplier 's Disclosure form

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- SBD 6.1 - Preference Points Claim form
- Tax compliance status pin
- Proof of registration with Central Supplier Database
- Company CIPC registration documents
- Company profile
- Consent form (Form 4) - Section 11 (2) (a) of POPIA

### 15.3 Stage 1C: Functionality / Technical Evaluation

Any Supplier who does not meet the minimum threshold of 70 points will be eliminated and will not be considered for the next stage of evaluation which is Price and Preference.

15.3.1 The bid will be evaluated on the basis of functionality as follows:

	CRITERIA	WEIGHT	SCORING CRITERIA	Supplier Own Score
1	<p><b>Proposed Solution demonstration</b> Design and Implement the architected solution. Migrate rules and Build custom rules and Create alerts required by GPW. Training and knowledge transfer to GPW staff.</p> <p>List of similar projects completed and contact details.</p> <p>At least of 3 institutions reference signed / stamped certified letters of confirmation from each organisation where these services have been rendered, for a period not longer than 7 years ago.</p>	20	<p><b>4 = Excellent (20 points)</b> Design and Architecture solution as per OEM best practices, knowledge and skills transfer plan, Hardened operating system deployed as multi-role appliance for granular, distributed functionality and enhanced scalability to meet GPW demands. List of completed projects provided, More than 3 reference letters submitted</p> <p><b>3 = Good (14 points)</b> Design and Architecture solution as per OEM best practices and integration with entire GPW environment, List of completed projects provided, Only 3 institution reference letters submitted</p> <p><b>2 = Average (8 points)</b> Insufficient proposal with architecture solution partly addressed and no integration, List of completed projects provided with partial information, Less than 3</p>	

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	CRITERIA	WEIGHT	SCORING CRITERIA	Supplier Own Score
			<p>institution reference letters submitted</p> <p><b>1 = Poor (0 points)</b> No proposed design of architecture solution, List of completed projects not provided, No reference letters submitted</p>	
2	<p><b>Implementation Project Plan</b></p> <p>The Supplier must indicate through a project plan how the project will be implemented from beginning to end and support and maintenance.</p> <p>The methodology should cover the following areas:</p> <ul style="list-style-type: none"> <li>a) Implementation Approach</li> <li>b) Project Management</li> <li>c) Maintenance and Support Plan</li> <li>d) Change Management &amp; Training approach</li> <li>e) Timeframe</li> <li>f) Activities</li> <li>g) Key milestones</li> </ul>	20	<p><b>4 = Excellent (20 points)</b> All 7 areas covered in detail, with an exceptional implementation project plan with best practices, rollout plan with clear indication of activities timeframes and key milestones. Detailed support and maintenance and training approach.</p> <p><b>3 = Good (14 points)</b> 6 to 5 areas covered in detailed, an implementation project plan with clear indication of activities timeframes.</p> <p><b>2 = Average (8 points)</b> 4 to 2 areas covered, Insufficient information on implementation project plan.</p> <p><b>1 = Poor (0 points)</b> 1 or No areas covered. No implementation Project Plan provided.</p>	
3	<p><b>Accreditation with Original Equipment Manufacturer (OEM)</b></p> <p>The Supplier must attach their partner certification.</p> <p>The Supplier must provide a letter from OEM, which indicates that they are accredited to implement, supply and support the proposed enterprise</p>	10	<p><b>4 = Excellent (10 points)</b> Partner and Specialised Certification, accreditation OEM letter with proof of implementation of the solution and additional products</p> <p><b>3 = Good (7 points)</b> Partner certification and accreditation OEM letter with proof</p>	

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	CRITERIA	WEIGHT	SCORING CRITERIA	Supplier Own Score
	solution. Letter must be on OEM letterhead and signed.		for implementation of the solution only  <b>2 = Average (4 points)</b> Partner certification only, no proof of implementation  <b>1 = Poor (0 points)</b> No partner certification, no proof of implementation	
4	<b>Competency Requirements</b> The Supplier must meet outlined requirements. Supplier record for implementing enterprise firewall solution. The Supplier must have more than 5 years of experience in similar projects. <b>Note to Supplier :</b> List of all projects for implementing enterprise firewall solution in last 7 years with contactable references. Reference letters for project that are older than 7 years from date of close of tender will not be considered. If reference letter is from No.1 is relevant to this section, please cross reference accordingly.	15	<b>4 = Excellent (15 points)</b> Experience 5 years or greater  <b>3 = Good (10 points)</b> Experience 3 to 4 years  <b>2 = Average (6 points)</b> Experience 1 to 2 years  <b>1 = Poor (0 points)</b> Not meeting requirements (Less than 1 year)	
5	<b>Project Team : Technical Certification</b>	15	<b>4 - Excellent (15 points)</b> 3 x Engineers CV's with OEM certification for firewall and network security.	

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	CRITERIA	WEIGHT	SCORING CRITERIA	Supplier Own Score
	Please provide Engineers CV's and their technical certification for network and firewall security. Please provide proof in a form of valid certified copy of qualifications and OEM certification/certificates as at date of closure of tender.		<b>3 - Good (10 points)</b> 2x Engineers CV's with OEM certification for firewall and network security.  <b>2 - Average (5 points)</b> 1x Engineers CV's with OEM certification for firewall and network security  <b>1 - Poor (0 points)</b> 0x Engineers CV's with OEM certification for firewall and network security	
6	<b>Technical Specifications Compliance</b> The Supplier should meet with the Enterprise Firewall Solution requirements as listed in Section 7.1  For all yes responses in table 7.1, please ensure that support document/evidence is provided. This evidence must be crossed reference to the requirement in table 7.1. If no response, if applicable please provide your alternative	20	<b>4 = Excellent (20 points)</b> Technical Specification compliance above 70% for the Enterprise Firewall Solution Implementation, Design and Architecture.  <b>3 = Good (14 points)</b> Technical Specification compliance between 50% to 70% for the Enterprise Firewall Solution Implementation, Design and Architecture.  <b>2 = Average (8 points)</b> Technical Specification compliance between 10% to 49% for the Enterprise Firewall Solution Implementation, Design and Architecture.  <b>1 = Poor (0 points)</b>	

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	CRITERIA	WEIGHT	SCORING CRITERIA	Supplier Own Score
			Technical Specification compliance below 10% for the Enterprise Firewall Solution Implementation, Design and Architecture.	
	<b>TOTAL POINTS</b>	<b>100</b>		
	<b>MINIMUM THRESHOLD</b>	<b>70</b>		

Supplier that score a minimum of 70 points will qualify to proceed to the next stage of evaluation, i.e., Price and preference points.

#### 15.4 Stage 2: Price and Preference Point System

15.4.1 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:

15.5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:

- 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
- 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

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system.

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

- 15.5.3 The following weighting will apply to price and Specific Goals in accordance with the provisions of the relevant Procurement Laws:

Procurement with a Rand value equal to or below R50 000 000,00 – the 80/20 scoring system will be applied.

Evaluation Criteria	Rand value equal to or below R50mil
Price	80
Specific Goals	20
<b>TOTAL SCORE</b>	<b>100</b>

- 15.5.4 GPW will utilise the following formula in its evaluation price:

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

PS = Points scored for price of bid under consideration.

Pt = Price of bid under consideration.

Pmin = Price of lowest acceptable bid

- 15.5.5 Preference points will be awarded to a Respondent for specific goals in accordance with the following table:

The specific goals allocated points in terms of	Number of points allocated (80/20 OR 90/10 system)	Number of points claimed (To be completed by the
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this tender	(To be completed by the organ of state)	tenderer)
	80/20	80/20
Black ownership	10	
Women	8	
Disability	2	

15.5.6 The respondents who claim points for ownership by persons with a disability must provide proof thereof in the form of a letter from the relevant authority. If the proof thereof is not provided, the Supplier /s shall receive a zero score for ownership by persons with disability. Over and above this, a CSD report will be utilized to determine the ownership status as claimed by the Supplier .

## 16. SPECIAL CONDITIONS

16.1 GPW reserves the right to:

16.1.1 make no award (e.g. reject all Tender Submissions) or award only a portion of the services required under this RFT;

16.1.2 cancel this RFT or any part thereof at any time;

16.1.3 reject any Tender that:

16.1.3.1 fails to commit to the key deliverables required by this RFT;

16.1.3.2 is submitted not as set out in clause 7;

16.1.3.3 contains any information that is found to be incorrect or misleading in any way; or

16.1.3.4 is not completed in full.

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- 16.2 During the evaluation process, no change in the content of Tender Submissions shall be sought, offered or permitted.
- 16.3 GPW reserves the right to seek clarity or confirmation on the information submitted. Supplier s will not be requested or permitted to alter their bids after the deadline for receipt of bids. GPW will only allow questions be asked by Supplier s for clarification needed to evaluate their bids but should not ask or permit Supplier s to change the substance or price of their bids after bid opening. Requests for clarification and the Supplier 's responses will be made in writing.
- 16.4 GPW reserves the right to verify any letters, certificates, proof of registration and reference letters submitted as part of the Bid Document
- 16.5 Trial Order: - GPW will arrange a maximum of 1 month trial order with the successful Supplier prior to the full roll-out of the entire scope of work. The scope of a trial order will be based on a one machine for a period of a maximum of 1 month. GPW reserves the right to accept or reject the entire scope if not satisfied with the functionality of the machine at the end of the trial order period as per section 7.1 of the TORs. The period of contract will commence after a satisfactory trial order period.
- 16.6 Respondent's delivery of a Tender Submission constitutes acceptance by Respondent of the Conditions of Tender.
- 16.7 This RFT is an invitation to the Respondent to make an offer to GPW. No binding contract or other understanding will exist between GPW and the Respondent unless and until the Definitive Agreement is entered into. Nothing in this RFT or any other communication made between GPW (including its officers, employees, advisers and representatives) and the Respondent will constitute an agreement or representation that GPW will offer, award or enter into a contract.

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16.8 GPW reserves the right in its sole discretion to amend, vary, or supplement any of the information, terms or requirements contained in this RFT, any information or requirements delivered pursuant to this RFT, or the structure and/or schedule of the RFT process, at any time prior to closing date and time of the tender. Respondents will have no claim against GPW or against any of its officers, employees, advisers and/or representatives with respect to the exercise of, or failure to exercise, such right.

16.9 Validity Period

16.9.1 All Tender Submissions shall remain valid for 90 days from the Closing Date.

16.9.2 Tender Submissions, including pricing, will be considered to be firm throughout such period, based on the scope of services as specified in this RFT, and subject to the contractual documentation included in the RFT.

16.10 The Respondent's participation in any stage of this RFT process, or in relation to any matter concerning the subject matter hereof, will be at the Respondent's sole risk, cost and expense. GPW will not be responsible, whether on the basis of any promissory estoppel, quantum merit or on any other contractual, quasi-contractual, restitutionary or other grounds, for any costs or expenses incurred by the Respondent in preparing or submitting a Tender Submission or as a consequence of any matter relating to the Respondent's participation in the RFT process. All costs associated with the submission of any additional requested information, the preparation thereof and attendance of clarification meetings, will be the sole responsibility of the Respondent.

16.11 This RFT will be governed by and construed in accordance with the laws of the Republic of South Africa.

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**16.12 No Collusive Conduct; Improper Assistance; No Inducements.**

16.12.1 As declared in the relevant Returnable Document, neither the Respondent nor any of its officers, employees, advisers or other representatives will engage in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other entity or any other person with respect to this RFT process.

16.12.2 Neither the Respondent nor any of its officers, directors, employees, advisers or other representatives will seek any assistance, other than assistance officially provided by GPW in conjunction with the RFT process, from any GPW employee, adviser or other representative with respect to this RFT process.

16.12.3 Neither the Respondent nor any of its officers, directors, employees, advisers or other representatives will make or offer any gift, gratuity, or other inducement, whether lawful or unlawful, to any of GPW's officers, employees, advisers or other representatives, with respect to this RFT process.

16.12.4 In addition to any other remedies available to it under any law or any contract, GPW reserves the right at its sole discretion immediately to reject any Tender Submission submitted by a Respondent that engages in any conduct described in clauses 16.12.1 to 11.13.3

**16.13 Proprietary Rights in RFT and Tender Submissions**

GPW shall own all intellectual property rights in the information and ideas developed during the procurement process, including any information and ideas reflected in this RFT (including its appendices and attachments) and in the Tender Submissions thereto except for any pre-existing intellectual property of the Respondent.

**16.14 Publicity**

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The Respondent shall not refer to GPW or this RFT in any of its publicity or advertising materials without GPW's approval which may be withheld at GPW's sole discretion.

#### 16.15 Decisions on Tenders

16.15.1 The decision by the Chief Executive Officer or other authorized delegate of GPW regarding the awarding of a contract shall be final.

16.15.2 Where a contract has been awarded on the strength of information furnished by the Respondent, which, after the conclusion of the relevant agreement, is shown to have been incorrect or misleading, GPW may, in addition to any other legal remedy it may have:

16.15.2.1 recover from the Respondent all costs, losses or damages incurred or sustained by GPW as a result of the award of the contract; and/or

16.15.2.2 cancel the contract and claim any damages which GPW may suffer as a result of having to make less favorable arrangements; and/or

16.15.2.3 impose on the Respondent, a penalty not exceeding five per cent of the value of the contract.

#### 16.16 Notification

Where any offered product, service or condition differs from the requirements set forth in the RFT, it is the sole responsibility of the Respondent to notify GPW thereof.

#### 16.17 Restriction from Tendering or Contracting

The Chief Executive Officer of GPW may, in addition to any other legal remedies GPW may have, determine that no offer from a Respondent should be considered, or determine that a contract

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should be cancelled, if the Chief Executive Officer is of the opinion that a Tender Submission or Respondent has:

16.17.1 failed to comply with any of the conditions of an agreement or has performed unsatisfactorily under an agreement;

16.17.2 failed to react to written notices properly sent to it; or

16.17.3 offered or given a bribe or any other inducement, or has acted in a fraudulent manner or in bad faith or in any other improper manner.

#### 16.18 Representation

16.18.1 Each Respondent hereby represents and warrants to GPW that the information provided herein is true and correct as at the Closing Date.

16.18.2 By signing this RFT Document, the Respondent is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFT, including those contained in the Returnable Documents and GPW will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

For and on Behalf of \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Who hereby warrants his /her authority

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**Annexure A - Abbreviations, Terms and Definitions****A.1 Abbreviations and Acronyms**

AA	Accounting Authority
AO	Accounting Officer
B-BBEE	Broad-Based Black Economic Empowerment
BEE	Black Economic Empowerment
CPI	Consumer Price Index
CSD	Central Supplier Database
DTIC	Department of Trade, Industry and Competition
EME	Exempted Micro Enterprise
EOI	Expression of Interest
GCC	General Conditions of Contract
ICT	Information and Communication Technology
IS	Information Systems
ISO	International Standards Organisation
IT	Information Technology
ITC	Information Technology Committee
JV	Joint Venture
NIPP	National Industrial Participation Programme
PIN	Personal Identification Number
OEM	Original Equipment Manufacturer
OSM	Original Software Manufacturer
PAIA	Promotion of Access to Information Act, 2 of 2000
POPIA	Protection of Personal Information Act, 4 of 2013
QSE	Qualifying Small Enterprise
RFA	Request for Accreditation
RFB	Request for Bid
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quotation

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RSA	Republic of South Africa
SARB	South African Reserve Bank
SARS	South African Revenue Service
SBD	Standard Bid Document
SITA	State Information Technology Agency
SLA	Service Level Agreement
SSA	State Security Agency
TCS	Tax Compliance Status
URS	User Requirement Specification
VAT	Value Added Tax

## A.2 Terms and Definitions

**Acceptable Bid** - any bid which in all respects materially complies with the specifications and conditions set out in this RFQ document.

**PPPF Act** - means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**B-BBEE** - Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

**B-BBEE contributor status level of contributor** - the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

**Bid** - a written offer in a prescribed or stipulated form in response to an invitation from GPW for the provision of services, works or goods through price quotations, advertised bidding processes or proposals.

**Bid price** - price offered by the bidder, excluding value added tax (VAT)

**Bidder** - any juristic/natural person, enterprise, Consortium, partnership, Joint Venture ("JV") or firm that submits a Bid in response to this Bid invitation.

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**Broad-Based Black Economic Empowerment Act** - the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

**Closing time** - means the date and hour specified in the bidding documents for the receipt of Bids.

**Comparative Price** - the price which includes all applicable taxes calculated after the addition or deduction of variable costs and conditional/unconditional discounts, et cetera.

**Consortium** - two or more entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of delivering the requisite goods, works or services.

**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.

**Contractor Agent** - any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against GPW or an organ of state and incur obligations binding the Prime Contractor or consortium/joint venture in favour of GPW or an organ of state.

**Contract price** - means the price payable to the Supplier under the contract for the full and proper performance of his contractual obligations

**Co-operative** - an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations through jointly owned and democratically controlled enterprise organised and operated on co-operative principles.

**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

**Countervailing duties** - are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally

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**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

**Day** - means calendar day

**Delivery** - means delivery in compliance of the conditions of the contract or order

**Delivery ex stock** - means immediate delivery directly from stock actually on hand.

**Delivery into consignee's store or to his/her 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.

**Designated Group** means:

- a) Black designated groups;
- b) Black people;
- c) Exempted Micro Enterprises ("EME");
- d) Women;
- e) People with disabilities;
- f) Small enterprises as defined in sections 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
- g) Qualifying Small Enterprises ("QSE"); and/or
- h) Youth.

**Designated Sector** - a sector, sub-sector or industry that has been designated by the Department of Trade, Industry and Competition in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured

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goods meet the stipulated minimum threshold for local production and content;

**Duly sign** - a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual)

**Dumping** occurs when a private enterprise abroad markets 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

**Et cetera** – means And so forth

**Exempted Micro Enterprise (EME)** – An entity with an annual turnover of R 10 (ten) million or less.

**Firm Price** - the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

**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

**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.

**Goods** – any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to GPW or GPW's delegate by the Successful Bidder in terms of this bid.

**Imported Content** - that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Supplier or its subcontractors) and which costs are

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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 port of entry.

**Joint Venture** - two or more entities/persons joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.

**Local content** - that portion of the tender price which is not included in the imported content, provided that local manufacturing does take place;

**Manufacture** - means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities

**Military Veterans** - has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

**Non-firm Price(s)** - all price(s) other than "firm" price(s).

**Order** - means an official written order issued for the supply of goods or works or the rendering of a service

**Organ of State** – means Organ of the State as defined in terms of section 239 of the Constitution of the Republic of South Africa Act 108 of 1996 (as amended).

**People with disabilities** - people who have a long term or recurring physical or mental impairment which substantially limits their prospects of entry into or advancement in employment or any other economic activity.

**Person(s)** - a natural and/or juristic person(s).

**Personal Information** - means personal information as defined in section 1 of the Protection of Personal Information Act, 4 of 2013.

**Price** - means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts

**Prime Contractor** –any person (natural or juristic) who forwards an acceptable proposal in response to this RFQ with the intention of being the main contractor should the proposal be awarded to him/her.

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**Project site** - where applicable, means the place indicated in bidding documents

**Proof of B-BBEE contributor status level** means:

- a) the B-BBEE status level certificate issued by an authorised body or person in terms of the B-BBEE legislation;
- b) a sworn affidavit as prescribed by the B-BBEE Code of Good Practice; or
- c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

**Purchaser** - means the organisation purchasing the goods

**Rand Value** - the total estimated value of a contract in Rand, calculated at the time of bid invitation and includes all applicable taxes as well as excise duties.

**RFQ** - Collective name for any type of procurement request, including RFB, RFQ, RFA, RFI, EOI etc

**Rural area** – means

- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- b) an area including a large settlement which depends on migratory labour and remittances and governmental social grants for survival and may have a traditional land tenure system.

**Services** - means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Supplier covered under the contract

**SMME** - bears the same meaning as assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

**Stipulated minimum threshold** - that portion of local production and content as determined by the Department of Trade, Industry and Competition

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**Sub-contract** - the Prime Contractor's and/or Bidder assigning, leasing, making out work to, or employing, another person to support such Prime contractor and/or Bidder in the execution of a part of the contractual obligations for the provision of goods, works or services.

**Subcontractor** - any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor. The Subcontractor is not a Bidder.

**Successful Bidder** - the organisation or person with whom the order is placed and who is contracted to execute the work as detailed in the bid response.

**Technical/functionality** - means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

**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.

**Tender for income-generating contracts** - means a written offer in the form determined by the GPW 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 GPW and a third party that produces revenue for the GPW, 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

**Township** - an urban living area that any time from late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

**Written or in writing** - means handwritten in ink or any form of electronic or mechanical writing.

**Youth** - Persons between the ages of 14 and 35 as defined in the National Youth Commission Act 19 of 1996.

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**Annexure B : PRICING SCHEDULE**

Prospective Suppliers **must submit a bill of quantities clearly** indicating the unit costs and any other costs applicable. The onus is upon the prospective Supplier s to take into account all costs for the duration of the contract period and to **CLEARLY** indicate the price.

The costing should be based on all requirements of the terms of reference for a period Three (3) years . **Pricing to be presented as per the tables below**

No.	Deliverable	Quantity	Year 1	Year 2	Year 3	TOTAL
1	Hardware and Software Installation Firewall	As proposed				
2	High Availability Configuration Firewall	As proposed				
3	Hardware and Software Installation Web Application Firewall	As proposed				
4	High Availability Configuration Web Application Firewall	As proposed				
5	Network Intrusion Prevention	As proposed				
6	Design the Architecture of the Firewall Solution	As proposed				
7	Develop roadmap architecture	As proposed				
8	Re-configuration of the enterprise firewall solution where required	As proposed				
9	Support and Maintenance (36 months)	As proposed				
10	Event Logging and Reporting	As proposed				
11	Other Components (please specify)	As proposed				
12	Project Management (Implementation)	As proposed				
13	Certified Classroom Technical Training for 3 Resources (Firewall and Web Application)	As proposed				
	<b>Total excluding VAT and Contingency</b>					
	<b>Contingency</b>					
	10% contingency of the bid price excluding VAT					
	<b>VAT 15%</b>					
	<b>Total inclusive of VAT and Contingency</b>					

Signature:

Date:

BIDDER NAME: \_\_\_\_\_

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**Note:**

- A. Where there is no price to be charged, indicate that by way of showing as 0,00. Failure to do so, the pricing schedule will be considered as incomplete, in line with the mandatory requirements**
- B. The contingency fee of 10% must be costed and provided in the Bidders price to allow for any unforeseen equipment, support or services required during the project period. This contingency fee shall only be activated once the additional needs have been motivated by the successful Bidder and approved by the GPW in accordance with the GPW Approval Delegations and SCM requirements.**

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Annexure SBD 1

**PART A**  
**INVITATION TO BID**

BID NUMBER:	GPW-2023/24-03	CLOSING DATE:	31 JANUARY 2024	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF ENTERPRISE FIREWALL SOLUTION FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Tender Box adjacent to the main entrance at: 149 Bosman Street, Pretoria, 0002					
By Hand (Courier Only): Ms Noko Kekana, Supply Chain Management Section, Room 17, 149 Bosman Street, Pretoria, 0002					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Noko Kekana		CONTACT PERSON	Queen Raphalane	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Noko.Kekana@gpw.gov.za		E-MAIL ADDRESS	Queen.Raphalane@gpw.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF SUPPLIER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
<b>A CSD REPORT WILL BE UTILISED TO DETERMINE THE NUMBER OF PREFERENCE POINTS TO BE CLAIMED. A LETTER FROM THE RELEVANT AUTHORITY WILL BE REQUIRED AS PROOF TO CLAIM POINTS FOR OWNERSHIP BY PERSONS LIVING WITH DISABILITY</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
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.					

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## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL SUPPLIER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 SUPPLIER S MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 SUPPLIER S 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 SUPPLIER S 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 SUPPLIER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF SUPPLIER : .....

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

DATE: .....

----end of document SBD 1 ---

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GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA  
149 Bosman Street, Private Bag X 85, Pretoria, 0001

## SUPPLIER '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 Supplier 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. Supplier 's declaration

2.1 Is the Supplier , 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 /

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<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.

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shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the Supplier 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

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\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

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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 Supplier 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 Supplier, 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 Supplier 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 Supplier was not involved in the drafting of the specifications or terms of reference for this bid.

<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.

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- 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 Supplier

--End of Annexure SBD 4 --

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**Annexure SBD 6.1**

GOVERNMENT PRINTING WORKS  
REPUBLIC OF SOUTH AFRICA  
149 Bosman Street, Private Bag X 85. Pretoria, 0001

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

**TENDER GPW-2022/23-06**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

**NB: BEFORE COMPLETING THIS FORM, SUPPLIER S MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

---

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and

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(b) Specific Goals.

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

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a Supplier to submit proof ownership by persons with disability together with the bid will be interpreted to mean that preference points for ownership by persons with disability are not claimed.

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

## 2. DEFINITIONS

- (a) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (b) “**prices**” includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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- 4.1 In terms of Preferential Procurement Regulations 2022, preference points must be awarded to a Supplier for attaining points in accordance with the table below:

SPECIFIC GOALS	POINTS ALLOCATED 80/20	POINTS ALLOCATED 90/10
OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS	10	5
OWNERSHIP BY WOMEN	8	4
OWNERSHIP BY PERSONS WITH DISABILITY	2	1
<b>TOTAL</b>	<b>20</b>	<b>10</b>

5. **BID DECLARATION**

- 5.1 Supplier s who claim points in respect of the indicated specific goals must complete the following:

6. **SPECIFIC GOALS CLAIMED:**

SPECIFIC GOALS	POINTS CLAIMED
OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS	
OWNERSHIP BY WOMEN	
OWNERSHIP BY PERSONS WITH DISABILITY	
<b>TOTAL POINTS CLAIMED – MAXIMUM 20 POINTS</b>	

- 6.1 A letter from the relevant authority must substantiate points claimed in ownership by persons with disability.

7. **SUB-CONTRACTING**

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

(*Tick applicable box*)

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

- 7.1.1 f yes, indicate:

- i) What percentage of the contract will be subcontracted.....%

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\_\_\_\_\_

BIDDER NAME: \_\_\_\_\_

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- ii) The name of the sub-contractor.....
- iii) Points claimed for specific goals of the sub-contractor.....

**(Tick applicable box)**

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

- iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:
- v)

Designated Group: owned by:	INDICATE WITH √
Black people	
Women	
People with disabilities	

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

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

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

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## 8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

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WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF SUPPLIER S(S)

DATE: .....

ADDRESS .....

.....

---End of document SBD 6.1---

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BIDDER NAME: \_\_\_\_\_

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**FORM 4(ii) – CONSENT FORM**

**APPLICATION FOR THE CONSENT OF A SUPPLIER/SERVICE  
PROVIDER FOR THE PROCESSING OF PERSONAL INFORMATION FOR  
THE PURPOSE OF TENDER NUMBER: GPW-2022/24-03**

**IN TERMS OF SECTION 11 (2) (a) OF THE PROTECTION OF PERSONAL  
INFORMATION ACT, 2013 (ACT NO. 4 OF 2013)**

**TO (SUPPLIER OR SERVICE PROVIDER NAME):**

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

**FROM: GOVERNMENT PRINTING WORKS**

Contact number(s): 012 764 3959


Fax number: N/A

E-mail address: [selaelo.ramusi@gpw.gov.za](mailto:selaelo.ramusi@gpw.gov.za)

Full names and designation of person signing on behalf of responsible party:

**SELAELO RAMUSI**

  
Signature of designated person

Date:  14/12/23

**PART B**

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I, \_\_\_\_\_ (*full names of Supplier/service provider representative*) hereby:

☐

Give my consent.

For my information to be published in the National Treasury Eportal that is available online on [www.gpw.gov.za](http://www.gpw.gov.za) and on [www.etenders.gov.za](http://www.etenders.gov.za) or the website of the Government Communication and Information Systems (GCIS).

Signed at ..... this ..... day of .....20.....

.....  
*Signature of Supplier/Service Provider Representative*

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## **THE NATIONAL TREASURY**

### **Republic of South Africa**



## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

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**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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### General Conditions of Contract

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**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 any thing 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  
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contract or order, the Supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Supplier, and includes collusive practice among Suppliers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Supplier 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.

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- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

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

## 3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in

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the preparation submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### 4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### 5. Use of contract document and information; inspection

- 5.1 The Supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the Supplier's performance under the contract if so required by the purchaser.
- 5.4 The Supplier shall permit the purchaser to inspect the Supplier's records relating to the performance of the Supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### 6. Patent rights

- 6.1 The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or
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industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Supplier shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 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 SCC.

## 8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the upplier .
- 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 Supplier or contractor shall be open, at all reasonable hours, for inspection by a

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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

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breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packing

- 9.1 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.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

## 11. Insurance

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

## 12. Transportation

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

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**13. Incidental services**

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**14. Spare parts**

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the contract; and

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(b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

15.1 The Supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser

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may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the Supplier under the contract.

## 16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in SCC.

16.2 The Supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## 17. Prices

17.1 Prices charged by the Supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the Supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## 18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## 19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

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**20. Subcontracts**

20.1 The Supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

**21. Delays in the Supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the Supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the Supplier's point of supply is not situated at or near the place where the supplies are required, or the Supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is

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agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the Supplier.

## 22. Penalties

22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part:

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

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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 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

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(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 or 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.

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the Supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the Supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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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,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the Supplier any monies due the Supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the Supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay penalties and/or damages to the purchaser; 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.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

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**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the Supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any Supplier whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax status pin, submitted by the Supplier .

**33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Supplier (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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34.2 If a Supplier (s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a Supplier (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 Supplier (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 Supplier (s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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