



BORDER MANAGEMENT AUTHORITY (BMA) INVITES ALL INTERESTED PARTIES TO RESPOND TO THE REQUESTS FOR BIDS (RFB) FOR THE PROCUREMENT AND CONFIGURATION OF A THIRD_PARTY ENDPOINT PROTECTION AND ENDPOINT DETECTION AND RESPONSE (EDR) FUNCTIONALITY WITH A SINGLE AGENT, INCLUDING MANANGED DETECTION AND REPSONSE (MDR) FUNCTIONALITY, PLUS SECURITY FOR OFFICE 365 MAILBOXES FOR A PERIOD OF THREE (3) YEARS.

The physical address for collection of Tender documents is:

Download from e-tender

Bidders to submit both electronically copy (USB) and hard copy. Bidders must ensure that both copies are the same. BMA will utilized any of the submitted copies during evaluation hence bidder must ensure that both copies are the same. Service providers are requested to ONLY submit document requested please add documents that are not requested.

Queries relating to the issues of these documents may be addressed to scm.enquiries@bma.gov.za

The closing date 14 OCTOBER 2024 and closing time for receipt of Tenders is **11h00**. Telegraphic, telephonic, telex, facsimile, and late Tender Bids will not be accepted.

BORDER MANAGEMENT AUTHORITY BID FORMS

ANNEXURE A STANDARD BIDDING DOCUMENT	
SECTION A	INVITATION TO BID
SECTION B	SBD 1 - TERMS AND CONDITIONS FOR BIDDING
SECTION C	SPECIAL INSTRUCTIONS REGARDING COMPLETION OF BID
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SECTION E	DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE AUTHORITY TO SIGN A BID
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ANNEXURE B SECTION G	DECLARATION OF INTEREST
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SECTION I	CONDITIONS OF BID
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SBD1

SECTION A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BORDER MANAGEMENT ENTITY					
BID NUMBER:	H004L2508RFP00059	CLOSING DATE:	14 OCTOBER 2024	CLOSING TIME:	11h00
DESCRIPTION	BORDER MANAGEMENT AUTHORITY (BMA) INVITES ALL INTERESTED PARTIES TO RESPOND REQUESTS FOR PROCUREMENT (RFP) FOR THE PROCUREMENT AND CONFIGURATION OF A THIRD PARTY ENDPOINT PROTECTION AND ENDPOINT DETECTION AND RESPONSE (EDR) FUNCTIONALITY WITH A SINGLE AGENT, INCLUDING MANAGED DETECTION AND RESPONSE (MDR) FUNCTIONALITY, PLUS SECURITY FOR OFFICE 365 MAILBOXES FOR A PERIOD OF THREE (3) YEARS.				
BID DOCUMENTS ARE TO BE DEPOSITED IN THE TENDER BOX AT: TSHEDIMOSETSO HOUSE, 1035 SCHOEMAN ST, HATFIELD, PRETORIA, 0028					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Thulani Mahlangu	
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS	scm.enquiries@bma.gov.za		E-MAIL ADDRESS	thulani.mahlangu@bma.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

SECTION B PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

SECTION C

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
6. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
7. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
8. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
9. A specific box or email address is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
10. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
11. No bid submitted by telefax, telegraphic or other means will be considered.
12. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
13. Any alteration made by the bidder must be initialed with an ink pen.
14. Use of correcting fluid is prohibited, bidder may be disqualified.
15. Bids will be opened in public as soon as practicable after the closing time of bid.
16. Where practical, prices are made public at the time of opening bids.
17. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
18. For any incomplete form may results in disqualification or non-allocation of points.

Rights to Award

- Border Management Authority reserves the right to call for presentations from shortlisted suppliers or ***Reserves the Right to accept bids in Whole or In Part.***
- Not to make any award in this bid or accept any proposals submitted,
- Award the project to more than one (1) Respondent for the same activity
- Request further technical/functional information from any Respondent after the closing date,
- Verify information and documentation of the Respondent(s),
- Not to accept any of the bid document submitted,
- To withdraw or amend any of the bid conditions by notice in writing to all Respondents prior to closing of the bid and post award, and
- If an incorrect award has been made to remedy the matter in any lawful manner it may deem fit.

Price Negotiation.

BMA reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

BMA supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the BMA does not support any form of fronting.

SECTION D

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Entity may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION E
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative)

....., WHO REPRESENTS (state name of bidder)

.....

CSD Registration Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

AUTHORITY TO SIGN A BID

Bid/Quotation no: H004L2508RFP00059

Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader

Name: _____

Registration Number: _____

RESOLUTION OF THE DIRECTORS OF THE COMPANY etc. RESOLVED that
_____, in his/her capacity as _____,
is authorised to make applications on behalf of the Close Corporation / Company / Partnership / Trust /Sole proprietor or sole trader for any documentation relating to the business (which is not necessarily a change of ownership). The nominated person will also have access to the webpage for the business.

Signature(s) for Close Corporation / Company / Partnership / Trust/ Sole proprietor or sole trader.

(sole member still must sign this resolution)

Signature of members:

Name	Signature	Date
1. _____	_____	_____.
2. _____	_____	_____.
3. _____	_____	_____.
4. _____	_____	_____.
5. _____	_____	_____.
6. _____	_____	_____.

Specimen signature of the appointed Signatory: _____
(Please sign)



Failure to complete, sign, and date the above certificate or provide the certificate(s) in the form of a resolution shall result in the tender being considered non-responsive and rejected.

SECTION F

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid Number: H004L2508RFP00059
Closing Time: 11:00	Closing date: 14 OCTOBER 2024
Lead Time:Days	

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	Description	Quantity	Period	Total price (excl vat)
1	Endpoint Protection and EDR functionality with single agent	1800	3 years	
2	Managed detection and response	1800	3 years	
3	Security for 0365	2300	1 years	
4	Maintenance and support	1	3 years	
5	ICT Officials Training	5	Once off	
5	Deployment and configuration	As required across 71 sites	As required to deploy fully, listed bill of materials across 71 different sites	
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				
<i>I (full name) _____, in my capacity as _____, the duly authorized representative of _____ (business name) hereby declares that the offer is in accordance with the attached specification, notes to suppliers & accepts all conditions/clauses contained in the said documents.</i>				
Signature of the duly authorised representative			Date:	

The total cost amount must cover all costs associated with the service

-	Required by:		
-	At:		
			
-	Brand and model		
-	Country of origin		
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		
	Firm/not firm		*Delivery:
-	Delivery basis		

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

SECTION G
ANNEXURE B

***Every question must be answered individually on this form, whether a relationship is present or not:
Failure to do so will invalidate your tender/bid***

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES	
NO	

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

¹ 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.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES	
NO	

2.2.1 If so, furnish particulars:
.....
.....

2.3.1 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? (please declare all companies under the directors names on CSD, declare using MAAA numbers as listed on CSD)

YES	
NO	

2.3.2 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² 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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....	
Signature	Date
.....	
Position	Name of bidder

***Every question must be answered individually on this form, whether a relationship is present or not:
Failure to do so will invalidate your tender/bid***

SECTION H
SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The company is owned / director/s / shareholders by people who are Black. • 100% company owned by people who are Black = 10 points • ≥51% and <100% company owned by people who are Black = 5 points • >0% and <51% company owned by people who are Black = 2 points • 0% company owned by people who are Black = 0 points	10	
The company is owned / director/s / shareholders by people who are Youth. • 100% company owned by people who are Youth = 7 points • ≥51% and <100% company owned by people who are Youth = 5 points	7	

• >0% and <51% company owned by people who are Youth = 3 points 0% company owned by people who are Youth = 0 points		
An EME or QSE which is at least 51% owned by black people	3	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

SECTION I CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Border Management Authority on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Entity during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Entity may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Entity. I/we will then pay to the Entity any additional expenses incurred by the Entity having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Entity shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Entity may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

5. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

- 6.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Entity, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Entity, in addition to any remedies it may have, may:-
 - (a) Recover from the contractor all costs, losses or damages incurred or sustained by the Entity as a result of the award of the contract, and/or
 - (b) Cancel the contract and claim any damages which the Entity may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS DAY OF 20 AT

.....
SIGNATURE OF BIDDER OR DULY
AUTHORISED REPRESENTATIVE

.....
NAME IN BLOCK LETTERS

ON BEHALF OF (BIDDER'S NAME)

CAPACITY OF SIGNATORY

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS

.....

TELEPHONE NUMBER:

FAX NUMBER:

CELLULAR PHONE NUMBER:

E-MAIL ADDRESS:

ANNEXURE C: GENERAL CONDITIONS OF CONTRACT**1. Definitions**

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as

well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision

thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in 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 bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Entity or an organization acting on behalf of the Entity.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 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.

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 entity, Provincial entity, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies

under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 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.
- 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
 - (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

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 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.

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Entity must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

ANNEXURE D**SPECIAL CONDITIONS OF CONTRACT**

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.

The offers must remain valid for a period of 90 days from the closing date of the submission of bids.

1. CONTRACT PERIOD**1.1 Three (3) Years****2. EVALUATION CRITERIA**

There are three (3) main stages in the selection process, namely, ensuring that bid comply with administrative requirements, mandatory requirements and preference points / specific goals.

Step 1 - Administrative Compliance

For administrative compliance, bidders must refer to annexure E of the standard specifications.

Step 2 - Mandatory requirements

For mandatory requirements, bidders must refer to annexure E of the standard specifications

Step 3 - Preferential Point Evaluation

Bidders are advised that 20 preference points system shall be applied in the evaluation of bids.

3 ENQUIRIES

All enquiries regarding technical matters, should be directed to: scm.enquires@bma.gov.za

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE: NOT APPLICABLE

Service:

And is therefore familiar with the circumstances and the scope of the service to be rendered.

Date:

entity stamp	

ANNEXURE E**STANDARD SPECIFICATIONS / TERMS OF REFERENCE**

BORDER MANAGEMENT AUTHORITY (BMA) INVITES ALL INTERESTED PARTIES TO RESPOND TO THE REQUESTS FOR BIDS (RFB) FOR THE PROCUREMENT AND CONFIGURATION OF A- THIRD PARTY ENDPOINT PROTECTION AND ENDPOINT DETECTION AND RESPONSE (EDR) FUNCTIONALITY WITH A SINGLE AGENT, INCLUDING MANAGED DETECTION AND REPSONSE (MDR) FUNCTIONALITY, PLUS SECURITY FOR OFFICE365 MAILBOXES FOR A PERIOD OF THREE (3) YEARS.

The successful supplier will supply and deliver the following services:

The scope of the assignment is to procure and configure the cloud antivirus solution based on the information indicated on the specification.

1. Introduction**1.1 Purpose**

The Border Management Authority seeks to appoint a qualified, experienced and reputable service provider to procure the below identified solutions/bill of materials for a period of 36 months:

Description	Quantity	Period
Endpoint Protection and EDR functionality with single agent	1800	3 years
Managed detection and response	1800	3 years
Security for 0365	2300	3 years
Maintenance and support	1	3 years
ICT Officials Training	5	Once off
Deployment and configuration	As required across 73 sites	As required to deploy fully, listed bill of materials across 73 different sites

1.2 Background

The Border Management Authority wants to procure comprehensive security solution that protects its endpoints, systems security (Application control, Adaptive Anomaly Control) and Malware prevention (Anti malware, Web threat protection, Behavioral analysis, machine learning, remediation engine). The solutions must harden and monitor security of different Operating Systems for servers, workstations and laptops including Endpoint detection and response (EDR) and Managed Detection and Response (MDR) functionality, and provide security for its 0365 mailboxes. The solution must be supported and maintained for a period of 3 years, and include deployment and configuration of the full bill of materials listed.

2. Aim and Objectives

The aim is to acquire the services of a qualified and experienced service providers for the procurement and configuration of a cloud antivirus solution.

The proposed antivirus solution should be able to meet the following technical requirements:

- The proposed solution must support the operating systems below:

Workstations

- Windows 7 Home / Professional / Ultimate / Enterprise Service Pack 1 or later;
- Windows 8 Professional / Enterprise;
- Windows 8.1 Professional / Enterprise;
- Windows 10 Home / Pro / Pro for Workstations / Education / Enterprise / Enterprise Multi-sessions;
- Windows 11 Home / Pro / Pro for Workstations / Education / Enterprise.

Servers

- Windows Small Business Server 2011 Essentials / Standard (64-bit)
- Windows MultiPoint Server 2011 (64-bit);
- Windows Server 2008 R2 Foundation / Standard / Enterprise / Datacenter Service

- Pack 1 or later;
- Windows Web Server 2008 R2 Service Pack 1 or later;
- Windows Server 2012 Foundation / Essentials / Standard / Datacenter (including Core Mode);
- Windows Server 2012 R2 Foundation / Essentials / Standard / Datacenter (including Core Mode);
- Windows Server 2016 Essentials / Standard / Datacenter (including Core Mode);
- Windows Server 2019 Essentials / Standard / Datacenter (including Core Mode);
- Windows Server 2022 Standard / Datacenter / Datacenter: Azure Edition (including Core Mode).

64-bit Linux operating systems:

- AlmaLinux OS 8 and later, AlmaLinux OS 9 and later, AlterOS® 7.5 and later, Amazon™ Linux 2, Astra Linux Common Edition 2.12, Astra Linux Special Edition RUSB.10015-01 (operational update 1.5), Astra Linux Special Edition RUSB.10015-01 (operational update 1.6), Astra Linux Special Edition RUSB.10015-01 (operational update 1.7), Astra Linux Special Edition RUSB.10015-16 (release 1) (operational update 1.6), CentOS 6.7 and later, CentOS 7.2 and later, CentOS Stream 9, Debian GNU/Linux 10.1 and later, Debian GNU/Linux 11.0 and later, EMIAS 1.0 and later, EulerOS 2.0 SP5, Linux Mint 20.3 and later, Linux Mint 21.1, openSUSE Leap 15.0 and later, Oracle Linux 7.3 and later, Oracle Linux 8.0 and later, Oracle Linux 9.0 and later, Red Hat Enterprise Linux 6.7 and later, Red Hat Enterprise Linux 7.2 and later.
Red Hat Enterprise Linux 8.0 and later, Red Hat Enterprise Linux 9.0 and later, Rocky Linux 8.5 and later, Rocky Linux 9.1, SUSE Linux Enterprise Server 12.5 or Later, SUSE Linux Enterprise Server 15 or later, Ubuntu® 20.04 LTS, Ubuntu 22.04 LTS, ALT 8 SP Workstation, ALT 8 SP Server, ALT Education 10, ALT Workstation 10, ALT Server 10, Atlant, Alcyone build, version 2022.02, GosLinux 7.17, GosLinux 7.2, RED OS® 7.3, ROSA Cobalt 7.9, ROSA Chrome 12.
- **The proposed solution must support the following virtual platforms:**
- VMware Workstation 17.0.1 Pro;
 - VMware ESXi 8.0c;
 - Microsoft Hyper-V Server 2019;

- Citrix Virtual Apps and Desktops 7 2303;
 - Citrix Provisioning 2303;
 - Citrix Hypervisor 8.2 (Cumulative Update 1).
- The proposed solution must be able to support the “Endpoint Protection and EDR functionality with single agent” solution should have the following minimum capabilities:
- The solution must support Anti-malware Scan Interface (AMSI).
 - The solution must be able to detect following types of threat: Viruses (including polymorphic), Worms, Trojans, Backdoors, Rootkits, Spyware, Adware, Ransomware, Keyloggers, Crimeware, Phishing sites and links, Zero-Day Vulnerabilities and other malicious and unwanted software.
 - The solution must have support for various operating systems (e.g. Windows, Linux, Mac, Android, iOS). The proposed solution must also support Windows Linux subsystem.
 - The solution must provide Memory Scanning for Windows workstations. And must provide Kernel Memory Scanning for Linux workstations.
 - The proposed solution must provide the ability to switch to cloud mode for threat protection, decreasing RAM and hard disk drive usage for resource-limited machines.
 - The solution must offer centralized policy management for all components.
 - The solution must include out-of-the-box reports and also have comprehensive reporting functionality and reporting granularity.
 - The solution must include signatureless components to detect threats even without frequent updates. Protection must be powered by Static ML for pre-execution and Dynamic ML for post-execution stages of the kill-chain on endpoints and in the cloud for Windows servers and workstations.
 - The solution must provide the ability to integrate with the vendor’s own Endpoint Detection and Response (EDR) and Anti-APT solutions, for active threat hunting and automated incident response.
 - The solution must include the following components in a single agent installed on the endpoint:
 - Application, Web and Device Controls
 - Anomaly Detection
 - HIPS and Firewall

- Encryption
- The solution must enable the following for endpoints:
 - Manual Scanning
 - On-Access Scanning
 - On-Demand Scanning
 - Compressed File Scanning
 - Scan Individual File, Folder and Drive
 - Script Blocking and Scanning
 - Registry Guard
 - Buffer Overflow Protection
 - Background/Idle Scanning
 - Removable Drive Scanning on connection with system
 - The ability to detect and block untrusted hosts on detection of encryption-like activities on server shared resources.
- The solution should be password-protected to prevent the AV process being halted/killed and for self-protection, regardless of the user authorization level on the system.
- The solution must be able to scan HTTPS, HTTP and FTP traffic against viruses and spyware, or any other malware.
- The solution must prevent the connection of reprogrammed USB devices emulating keyboards, and enable control of the use of onscreen keyboards for authorization.
- The solution should specifically allow the blocking of the following devices:
 - Bluetooth
 - Mobile devices
 - External modems
 - CD/DVDs
 - Cameras and Scanners
 - MTPs
 - And the transfer of data to mobile devices
- The solution must feature firewall filtering by local address, physical interface, and packet Time-To-Live (TTL).
- The solution must offer Integrated Full Disk Encryption (FDE) functionality for hard drives and removable drives. As with FLE, there must be the capability to specify a default encryption rule by which the application applies the same action to all removable drives, or to configure encryption rules for individual removable drives.

- The solution must offer Full Disk Encryption that supports the central management of authorized users, including adding, removing and password reset. Only authorized users should have permission to boot the encrypted disk.
- The solution must support both QWERTY and AZERTY keyboard layouts for pre-boot authorization.
- The solution must provide the functionality to manage/apply Microsoft Bit locker encryption.
- The solution must be able to detect existing vulnerabilities in operating systems and other installed applications, and then to respond by automatically downloading/pushing the necessary patches to endpoints.
- The solution must have built-in remote desktop sharing functionality. All file operations performed on the remote endpoint during the session must be logged on the Management Server.
- The solution management server must be able to send logs to SIEMs and SYSLOG servers.
- The solution must support automated detection of malicious activity using Endpoint Protection solution and cloud sandboxing technology.
- The solution must have the capability to force run IoC scan across all endpoints with installed EDR agents.
- The solution must support exporting of IoC generated by the solution to a file in OpenIoC format.
- An incident card must include at least the following information about detected threat:
 - Threat development chain graph (kill chain).
 - Information about the device on which the threat is detected (name, IP address, MAC address, user list, operating system).
 - General information about the detection, including detection mode.
 - Registry changes associated with the detection.
 - History of the file presence on the device.
 - Response actions performed by the application.
- Threat development chain (kill chain) graph must provide visual information about the objects involved in the incident, for example, about key processes on the device, network connections, libraries, registry, etc.
- The solution must support 'Single-click" response from management console
- The solution must provide response guidance (guided response).

- The solution must be able to update and patch itself.
- The proposed solution must support installation on the following Operating Systems:

Windows:

- Microsoft Windows 10 Enterprise 2015 LTSC 32-bit/64-bit
- Microsoft Windows 10 Enterprise 2016 LTSC 32-bit/64-bit
- Microsoft Windows 10 Pro 19H1 32-bit/64-bit
- Microsoft Windows 11 Home 64-bit
- Microsoft Windows 11 Pro 64-bit
- Microsoft Windows 11 Enterprise 64-bit
- Microsoft Windows 11 Education 64-bit
- Microsoft Windows 8.1 Pro 32-bit/64-bit
- Windows Server 2019 Standard 64-bit
- Windows Server 2019 Datacenter 64-bit
- Windows Server 2019 Core 64-bit
- Windows Server 2022 Standard 64-bit
- Windows Server 2022 Datacenter 64-bit
- Windows Server 2022 Core 64-bit
- Windows Storage Server 2012 64-bit
- Windows Storage Server 2012 R2 64-bit
- Windows Storage Server 2016 64-bit
- Windows Storage Server 2019 64-bit

Linux:

- Debian GNU/Linux 10.x (Buster) 64-bit
- Debian GNU/Linux 11.x (Bullseye) 64-bit
- Debian GNU/Linux 12 (Bookworm) 64-bit
- Ubuntu Server 18.04 LTS (Bionic Beaver) 64-bit
- Ubuntu Server 20.04 LTS (Focal Fossa) 64-bit
- Ubuntu Server 22.04 LTS (Jammy Jellyfish) 64-bit
- CentOS 7.x 64-bit
- CentOS Stream 9 64-bit
- Red Hat Enterprise Linux Server 7.x 64-bit

- Red Hat Enterprise Linux Server 8.x 64-bit
 - Red Hat Enterprise Linux Server 9.x 64-bit
 - SUSE Linux Enterprise Server 12 (all Service Packs) 64-bit
 - SUSE Linux Enterprise Server 15 (all Service Packs) 64-bit
- The proposed solution must support the following database servers:

Windows:

- Microsoft SQL Server 2019 Express 64-bit
 - Microsoft SQL Server 2014 (all editions) 64-bit
 - Microsoft SQL Server 2016 (all editions) 64-bit
 - Microsoft SQL Server 2017 (all editions) on Windows 64-bit
 - Microsoft SQL Server 2017 (all editions) on Linux 64-bit
 - Microsoft SQL Server 2019 (all editions) on Windows 64-bit (requires additional actions)
 - Microsoft SQL Server 2019 (all editions) on Linux 64-bit (requires additional actions)
 - Microsoft Azure SQL Database
 - All supported SQL Server editions in Amazon RDS and Microsoft Azure cloud platforms
 - MySQL 5.7 Community 32-bit/64-bit
 - MySQL Standard Edition 8.0 (release 8.0.20 and later) 32-bit/64-bit
 - MySQL Enterprise Edition 8.0 (release 8.0.20 and later) 32-bit/64-bit
 - MariaDB 10.1 (build 10.1.30 and later) 32-bit/64-bit
 - MariaDB 10.3 (build 10.3.22 and later) 32-bit/64-bit
 - MariaDB 10.4 (build 10.4.26 and later) 32-bit/64-bit
 - MariaDB 10.5 (build 10.5.17 and later) 32-bit/64-bit
 - MariaDB Server 10.3 32-bit/64-bit with InnoDB storage engine
 - MariaDB Galera Cluster 10.3 32-bit/64-bit with InnoDB storage engine
 - PostgreSQL 13.x 64-bit
 - PostgreSQL 14.x 64-bit
 - Postgres Pro 13.x (all editions)
- The proposed solution must support the following virtual platforms:

Windows:

- VMware vSphere 6.7
- VMware vSphere 7.0
- VMware Workstation 16 Pro
- Microsoft Hyper-V Server 2012 64-bit
- Microsoft Hyper-V Server 2012 R2 64-bit
- Microsoft Hyper-V Server 2016 64-bit
- Microsoft Hyper-V Server 2019 64-bit
- Microsoft Hyper-V Server 2022 64-bit
- Citrix XenServer 7.1 LTSR
- Citrix XenServer 8.x
- Parallels Desktop 17
- Oracle VM VirtualBox 6.x

The following objectives need to be met through this exercise:

- The bidder must prepare the project plan with clear timelines for bill of materials
- The bidder must supply the endpoint, EDR and MDR solution to Border Management Authority
- The bidder must supply the security for the 0365 mailboxes
- The bidder must deploy and configure the proposed solution.
- The bidder must test all the functions of the proposed solution
- The bidder must train the Border Management Authority ICT personnel on the proposed solution for the endpoint and EDR solution
- The bidder must provide a maintenance and support agreement for the proposed solutions

3. Scope of Services

The supplier is required to supply and configure the cloud antivirus solution and provide the following scope of services:

Provision and Configuration

- **Installation and Configuration:** Specify and document the configuration process of the cloud antivirus solution to be provided directly by the cybersecurity vendor

- **Ensure seamless integration with existing IT infrastructure**
- **Testing and Validation:** Outline procedures for testing the cloud antivirus solution to ensure functionality and performance to be provided directly by the cybersecurity vendor
- **Security Measures:** Include provisions for implementing security measures such as access controls to protect the cloud antivirus solution against cyber-attacks to be provided directly by the cybersecurity vendor. Implement security measures for O365 mailboxes to protect against phishing, malware, and other email-borne threats.
- **Performance and Monitoring:** Provide Managed Detection and Response (MDR) services to enhance threat monitoring and response capabilities. Define how the cloud antivirus will be monitored and what metrics will be used to assess the performance level of the solution to be provided directly by the cybersecurity vendor
- **Agreements and Commitments:** Develop a Service Level Agreement that is aligned with the BMAs policies and standards to be provided directly by the cybersecurity vendor
- **Maintenance and support agreement:** for the term of the licenses to be provided directly by the Platinum or Gold accredited OEM partner.

Features and Requirements

- **Endpoint Protection:** Advanced protection against malware, ransomware, and other cyber threats.
- **Endpoint Detection and Response:** Real-time detection, investigation, and response to security incidents.
- **Single Agent:** A unified agent for both endpoint protection and EDR to simplify deployment and management.
- **Managed Detection and Response:** 24/7 monitoring, threat hunting, and incident response services.
- **OFFICE365 Mailbox Security:** Comprehensive protection for O365 mailboxes, including anti-phishing, anti-malware, and email security features.
- **Centralized Management:** A user-friendly management console for centralized control and reporting.
- **Scalability:** The solution must be scalable to accommodate the organization's growth over the next three years.

4. CONFIDENTIALITY OF INFORMATION

All information shared during this bidding process and implementation of this project should the supplier be appointed, remains the property of BMA, and should be kept with the highest confidentiality and cannot be used or shared for any other purpose.

5. REMUNERATION

- 5.1 The supplier will be remunerated in South African Rands, on a fixed price(Inclusive of VAT) for the service rendered.
- 5.2 Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.
- 5.3 Payment will be against the key deliverables as set out in section 4 above, provided professional-level quality standards have been met. Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.

6. RULES OF BIDDING, RFP SUBMISSION REQUIREMENTS AND EVALUATION RULES OF BIDDING

The Border Management Authority reserves to itself the right to only appoint and enter into a contractual agreement with one entity or multiple entities for the services required, which entity or entities could be an independent contractor or independent contractors or a company or companies. The appointed entity or entities will be held fully accountable for the delivery against the full terms of the contractual agreement with the BMA.

The Border Management Authority reserves the right to terminate this appointment or temporarily defer the work, or any part thereof, should it deem necessary. Should the contract between the BMA and the service provider be terminated by either party due to reasons not attributable to the supplier, the supplier will be remunerated for the appropriate portion of work completed up to a maximum amount of not more than the total fee quoted by the supplier for the appropriate phase of the project during which the appointment was terminated.

No data derived from the supplier for the supply of the goods under the contract may be used for any purposes except where authorization in writing to do so has been granted.

The costs of preparing the bids and negotiating the contract shall be borne by the bidder and such costs are not reimbursable. The Border Management Authority is not bound to accept any of the bids submitted and reserves the right to negotiate price(s) with the preferred bidder. The bidder may request clarification on these Terms of Reference only during the advertised period. The Border Management Authority will not accept any late submissions.

7. REQUIREMENTS FOR SUBMISSION OF REQUEST FOR BIDS

Bids must be submitted in a clearly marked/labeled and sealed envelope and must include the following:

7.1 Technical Bid: One (1) original plus one (1) electronic (memory stick)

7.2 Financial Bid: One (1) original plus one (1) electronic copy (memory stick).

7.3 The RFB documents must be submitted to the Border Management Authority (BMA), 1035 Tshedimosetso House, Cnr Festival and Francis Baard, Pretoria, 0083.

All Bids must be dropped in the Tender Box at the reception area of the building before 11H00. Late bids will not be accepted.

Envelopes must be hand delivered to:

1035 Tshedimosetso House

Cnr Festival and Francis Baard Street, Pretoria, 0083

Email: scm.enquiries@bma.gov.za

8. BIDS WILL BE EVALUATED AS FOLLOWS:

7.1 Administrative Compliance

Suppliers must ensure that the following documents are attached, signed, and completed:

(i) SBD 1: Invitation to quote/bid

(ii) SBD 3: Pricing Schedule

(iii) SBD 4 form: Bidders Disclosure

(i) SBD 6.1 form: Preference Points claim form in terms of the Preferential Procurement Regulation 2022; (Note to tenderers: the tenderer must indicate how they claim for each preference point system). **Attach active BBBEE certificate or Affidavit**

7.2 Minimum Mandatory Requirement

Bidder must comply with the following.

- **Accreditation / Certification**

- The bidder must be certified as a platinum or gold partner or accredited distribution agent or reseller by the cybersecurity vendor(In the event that the bidder is not the manufacturer) for the endpoint protection and endpoint detection and response protection they propose in their bid. The evidence of certification / accreditation (valid at the time of bid closure and appointment) must be submitted with the bid. Failure to submit certificate will render the bid non-responsive.

- **Previous Experience**

The bidder must have delivered similar projects in the previous five (5) years. **Attach three (3) reference letters from previous customers within the last five year period from year 2019. The reference letter must be on a client letterhead with contact details, dated, and signed by client representative.**

- **Warranty**

The bidder must confirm a three year warranty duration on the bidders letterhead. **Attach letter confirming warranty.**

- **Experience of the technician/engineer who will be performing the configuration of the cloud antivirus solution**

- The Technician/Engineer must have a minimum of 5 years' experience installing and configuring cloud antivirus solution. **Attach CV confirming the experience of the technician/engineer cloud antivirus solution configuration.**